Ocala City Council Agenda - Final
Tuesday, November 7, 2023

Meeting Information

Location
Ocala City Hall
110 SE Watula Avenue
Second Floor - Council Chambers
Ocala, Florida

https://www.ocalafl.gov/meetings

Time
4:00 PM

Council Members
James P. Hilty Sr., Council President
Barry Mansfield, Pro Tem
Ire Bethea Sr.
Kristen Dreyer
Jay A. Musleh

Mayor
Reuben Kent Guinn

City Manager
Peter Lee

Mission Statement

The City of Ocala provides fiscally responsible services consistent with the community's current and future expectations.

City Council's Strategic Priorities

Priority 1: Economic hub
Priority 2: Fiscally sustainable
Priority 3: Engaged workforce
Priority 4: Operational excellence
Priority 5: Quality of place

WELCOME!
Citizens are encouraged to participate in City of Ocala meetings. Speaker cards should be filled out in advance and submitted to the City Clerk. Speakers will be limited to 3 (three) minutes. Additional time may be granted by the Council President. When recognized, state name and address. Citizen groups are asked to name a spokesperson.

The City of Ocala encourages civility in public discourse and requests that speakers limit their comments to specific motions and direct their comments to the Council. Cell phones should be turned off or set to vibrate.

The order of agenda items may be changed if deemed appropriate by City Council.

Citizens are encouraged to provide comments in writing to the City Clerk before meetings for inclusion into the public record. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record. In some instances, i.e., Quasi-Judicial Hearings, these particular contacts may be prohibited.

APPEALS
Any person who desires to appeal any decision at this meeting will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is made.

ADA COMPLIANCE
If reasonable accommodations are needed for you to participate in this meeting, please call the City Manager's Office at 352-629-8401 at least 48 hours in advance so arrangements can be made.

1. Call to Order

a. Opening Ceremony

1. Invocation

2. Pledge of Allegiance

b. Welcome and Roll Call

c. New Employees
- Bradley Stewart, Engineering
- Sarah Cobo, Growth Management
- Brian Dority, Growth Management
- Brittany Duval, Growth Management
- Niccolo Fekay, Public Works
- Eliezer Rojas, Public Works
- Jonathon Smith, Public Works

2. Public Notice

3. Proclamations & Awards

3a. Daniel L. Hightower, Esq., Proclamation will be presented to Mr. Hightower

3b. Mobility Week Proclamation will be presented to the Community Outreach Manager Rachel Fautsch; Transit Manager, Steven Neal; General Manager Suntran, Ola Adelekan; and to Senior Transit Manager, Ji Li

3c. Children's Grief Awareness Day Proclamation will be presented to Hospice of Marion County Bereavement Manager Monika Morrissette

3d. The Nation of Israel Proclamation will be presented to Rabbi Yossi Hecht, of Chabad Lubavitch Jewish Center; Rabbi Erin Boxt, of Temple Beth Shalom; and Board President Howard Shiner and Board Vice President Sharon Michaelson of Temple B'nai Darom

3e. The Nation of Israel Resolution will be presented to Rabbi Yossi Hecht, of Chabad Lubavitch Jewish Center; Rabbi Erin Boxt, of Temple Beth Shalom; and Board President Howard Shiner and Board Vice President Sharon Michaelson of Temple B'nai Darom

4. Presentations

4a. Aubrey Hale will present to City Council the Florida Redevelopment Association Outstanding New Building Project Award - Mary Sue Rich Community Center at Reed Place

5. Public Comments

6. Public Hearings

6a. Approve the sale of beer, wine, and liquor for on-premise consumption and consumption outside of an enclosed building for Harrdy, LLC d/b/a Mellow Mushroom, located at 2 SW Fort King Street Unit #1 (Quasi-Judicial)

Presentation By: Jeff Shrum

6b. Adopt Ordinance 2024-1 to rezone from PUD-0, Planned Unit Development, to PD, Planned Development for property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00), approximately 14.15 acres (PD23-45098) (Quasi-Judicial) - Postponed from the October 17, 2023, City Council meeting - Request to postpone to the December 19, 2023, City Council meeting

Presentation By: Endira Madraveren

Introduced by: Ire J. Bethea Sr

6c. Adopt Resolution 2024-2 concerning a PD, Planned Development, including PD standards for property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00) (Case No. PD23-45098) (Quasi-Judicial) - Postponed from the October 17, 2023, City Council meeting - Request to postpone to the December 19, 2023, City Council meeting

Presentation By: Endira Madraveren

7. Second and Final Reading of Ordinances - None

8. General Business

8a. Approve Task Work Order No. 7 with Infrastructure Consulting & Engineering, PLLC to perform Environmental Assessment of Taxiway-C and westside improvements in the amount of $405,023

Presentation By: Matthew Grow

8b. Approve the purchase of Grundfos pumps and consumable parts from FJ Nugent and Associates, Inc., with an estimated annual expenditure of $300,000

Presentation By: Sean Lanier

8c. Approve award of contract to Marion Rock, LLC for the Fisher Park Pond Expansion Project and upgrades to Lift Stations #9 and #22 in the amount of $1,217,424, plus contingency of $41,480, for a total expenditure not to exceed $1,258,904

Presentation By: Sean Lanier

8d. Approve additional expenditures under the contract for fire hydrant and valve installation, repair, and maintenance services with R & M Service Solutions, LLC with increased estimated aggregate expenditure amount of $370,000

Presentation By: Sean Lanier

8e. Approve continued use of the piggyback agreement with Engineered Sprayed Solutions, LLC for manhole rehabilitation coating services with an estimated expenditure amount of $300,000

Presentation By: Sean Lanier

8f. Approve expenditures for utility services provided by Duke Energy, Inc. for Fiscal Year 2023-24 with an estimated annual expenditure of $140,000

Presentation By: Sean Lanier

8g. Approve a five-year contract with Axon Enterprise, Inc. to provide Tasers and related equipment for the Ocala Police Department in the amount of $945,806

Presentation By: Michael Balken

8h. Approve the purchase of additional electric meters from Wesco Distribution, Inc. with an estimated expenditure of $1,000,000

Presentation By: Doug Peebles

8i. Approve grant agreement between City of Ocala and Community Foundation for Ocala/Marion County for the Community Paramedicine Program in the amount of $142,086

Presentation By: Clint Welborn

8j. Approve five-year contract with Rubicon Global, LLC for sanitation work order and routing system, Rubicon, with an estimated aggregate expenditure of $254,380

Presentation By: Christopher Ramos

8k. Approve the purchase of physical security equipment from Morse Communications, including digital cameras, building access controls, and alarms with an estimated expenditure of $192,000

Presentation By: Christopher Ramos

8l. Approve one-year renewal agreement with Service and Technology Network Solutions, Inc. for the provision of conduit installation services in the amount of $750,000

Presentation By: Mel Poole

8m. Approve one-year renewal agreement with Service and Technology Network Solutions, Inc. for the provision of aerial fiber installation services in the amount of $175,000

Presentation By: Mel Poole

8n. Approve the purchase of four Ford Transit Vans for various departments in the amount of $245,158

Presentation By: Liza Warmuth

8o. Approve contract with Kimley-Horn and Associates, Inc. for professional planning services related to the development of the 2050 City of Ocala Master Plan for an amount not to exceed $250,000

Presentation By: Jeff Shrum

9. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

9a. Approve additional expenditures under the agreement for environmental water testing with Pace Analytical Services, LLC for an increased aggregate expenditure amount of $75,000

Presentation By: Sean Lanier

9b. Approve Labor Attorney invoices for September 2023 in the amount of $145

Presentation By: Devan Kikendall

9c. Approve the purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of $51,922.86

Presentation By: Doug Peebles

9d. Approve the release of an Electric Utility Easement granted to the City of Ocala by Tammy L. Swain and David L. Butler

Presentation By: Tracy Taylor

9e. Approve an Aerial Encroachment Agreement associated with a Utility Easement granted to the City of Ocala

Presentation By: Tracy Taylor

9f. Accept an Edward Byrne Memorial Justice Assistance Grant from the Office of Justice Programs, Bureau of Justice Assistance, to reimburse overtime and operating expenditures related to community policing education and programs up to $41,391

Presentation By: Michael Balken

9g. Accept a Victims of Crime Act Grant from the State of Florida, Office of the Attorney General, totaling $59,412

Presentation By: Michael Balken

9h. Accept a grant agreement from the Florida Department of Law Enforcement, State Assistance for Fentanyl Eradication, totaling $25,250

Presentation By: Michael Balken

9i. Accept a grant agreement from the Bureau of Justice Assistance to reimburse expenses relating to the Bulletproof Vest Partnership Program in the amount of $30,397

Presentation By: Michael Balken

9j. Approve Robert W. Batsel, Jr. and the firm to represent DOMACH, LLC in connection with the development of a hotel on property located at 210 West Silver Springs Boulevard

Presentation By: Tye Chighizola

9k. Adopt Budget Resolution 2024-109 amending the Fiscal Year 2023-24 budget to accept and appropriate funding from the Community Foundation Ocala/Marion County for the community paramedicine program in the amount of $142,086 **BR-2024-109**

Presentation By: Tammi Haslam

9l. Adopt Budget Resolution 2024-110 amending the Fiscal Year 2023-24 budget to accept and appropriate the Edward Byrne Memorial Justice Assistance Grant from the Office of Justice Programs, Bureau of Justice Assistance, to reimburse overtime and operating expenditures related to community policing education and programs totaling $41,391 **BR-2024-110**

Presentation By: Tammi Haslam

9m. Adopt Budget Resolution 2024-111 amending the Fiscal Year 2023-24 budget to accept and appropriate Victims of Crime Act Grant funds received from the State of Florida, Office of the Attorney General, in the amount of $59,412 **BR-2024-111**

Presentation By: Tammi Haslam

9n. Adopt Budget Resolution 2024-112 amending the Fiscal Year 2023-24 budget to accept and appropriate grant funds from the Florida Department of Law Enforcement for State Assistance for Fentanyl Eradication for operations totaling $25,250 **BR-2024-112**

Presentation By: Tammi Haslam

9o. Adopt Budget Resolution 2024-113 amending the Fiscal Year 2023-24 budget to accept and appropriate funds from the Bureau of Justice Assistance Bulletproof Vest Partnership Program totaling $30,397 **BR-2024-113**

Presentation By: Tammi Haslam

9p. Approve City Council Work Session minutes from September 26, 2023

Presentation By: Angel Jacobs

9q. Approve City Council Meeting minutes from October 17, 2023

Presentation By: Angel Jacobs

10. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

11. Introduction and First Reading of Ordinances

(Second and Final Reading - November 21, 2023)

11a. Introduce Ordinance 2024-7 amending Land Development Regulations Section 122-1225 regarding materials recovery facility (MRF) criteria **ORD-2024-7**

12. Internal Auditor's Report - None

13. City Manager's Report

14. Police and Fire Department Report

15. Mayor's Report

16. City Attorney's Report

17. Informational Items

17a. Calendaring Items
- Veterans Day Holiday - Friday, November 10, 2023 - City Offices Closed
- Community Redevelopment Area Agency Meeting - November 21, 2023 - 3:45pm - Council Chambers
- Light up Ocala - Saturday, November 18, 2023 - 4:00pm - Downtown Square
- Thanksgiving Day Holiday - Thursday, November 23 and Friday, November 24, 2023 - City Offices Closed

17b. Comments by Mayor

17c. Comments by Council Members

17d. Informational

17d1. Power Cost Adjustment Report - September 2023

18. Adjournment

File #: 2024-0238 Agenda Item #: 3a.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Daniel L. Hightower, Esq., Proclamation will be presented to Mr. Hightower

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2024-0117 Agenda Item #: 3b.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Mobility Week Proclamation will be presented to the Community Outreach Manager Rachel Fautsch; Transit Manager, Steven Neal; General Manager Suntran, Ola Adelekan; and to Senior Transit Manager, Ji Li

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2024-0208 Agenda Item #: 3c.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
Children's Grief Awareness Day Proclamation will be presented to Hospice of Marion County Bereavement Manager Monika Morrissette

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2024-0217 Agenda Item #: 3d.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
The Nation of Israel Proclamation will be presented to Rabbi Yossi Hecht, of Chabad Lubavitch Jewish Center; Rabbi Erin Boxt, of Temple Beth Shalom; and Board President Howard Shiner and Board Vice President Sharon Michaelson of Temple B'nai Darom

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2024-0220 Agenda Item #: 3e.

Submitted By: Fazillete Gonzalez

Department: City Manager's Office

STAFF RECOMMENDATION (Motion Ready):
The Nation of Israel Resolution will be presented to Rabbi Yossi Hecht, of Chabad Lubavitch Jewish Center; Rabbi Erin Boxt, of Temple Beth Shalom; and Board President Howard Shiner and Board Vice President Sharon Michaelson of Temple B'nai Darom

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

File #: 2024-0236 Agenda Item #: 4a.

Submitted By: Rachel Fautsch

Presentation By: Aubrey Hale

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Aubrey Hale will present to City Council the Florida Redevelopment Association Outstanding New Building Project Award - Mary Sue Rich Community Center at Reed Place

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
n/a

2023 BEST BOOK

FLORIDA REDEVELOPMENT AWARDS



THE FLORIDA REDEVELOPMENT ASSOCIATION

PRESIDENT'S COMMENTS

On behalf of the Florida Redevelopment Association, I want to thank everyone who submitted a proposal. The submittals exemplified the many wonderful projects and programs that were completed and have added a tremendous amount of value to your individual communities.

The many projects that you all create are inspiring, motivating and just exceptional. I hope that each of you continue to innovate and improve the communities where you live, work and play. Without creativeness and dedication, we would have no redevelopment taking place in our communities. Therefore, we applaud you! Continue your journey to make your community better for the generations that come behind us. I am proud to be an FRA Member, FRA Certified and FRA President.

Thank you,

Ken Thomas

Ken Thomas, MPA, FRA-RA
2022-23 FRA President



> "There is no power for change greater than a community discovering what it cares about."
>
> – Margaret J. Wheatley

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Front Cover Photo: 2023 President's Award Winner – Boynton Beach Community Redevelopment Agency, Heart of Boynton Village Apartments and Shops

ABOUT THE FLORIDA REDEVELOPMENT ASSOCIATION

The Florida Redevelopment Association is the leading statewide association for Florida's redevelopment stakeholders. Through its vibrant network, the Association supports, educates and advocates for its membership.

The FRA was founded in 1974 to promote redevelopment and growth of downtowns. The focus of the FRA later broadened to encompass community redevelopment agencies (CRAs) and Main Street programs. Today, the FRA also includes nonprofit organizations, consultants and private developers, as well as cities without downtown development authorities, CRAs or Main Street programs.

Uniting professionals from around the state has led to exciting changes that are transforming Florida's urban centers and improving Florida's communities. Innovative approaches to design, mixed-use areas and cooperative development are creating vibrant commercial districts, centers for culture and entertainment and stimulating places to live.

THE FLORIDA
REDEVELOPMENT
ASSOCIATION

CONTACT US

For more information on the FRA and resources to help your community's redevelopment efforts, please contact:

Florida Redevelopment Association
301 S. Bronough St., Suite 300
Tallahassee, FL 32301
850.222.9684
redevelopment.net

Jeff Blomeley, Executive Director
850.701.3614
jblomeley@flcities.com

Merrily Bennett, Executive Assistant
850.701.3677
mbennett@flcities.com

ABOUT THE FRA ROY F. KENZIE AWARDS PROGRAM

The Florida Redevelopment Association Awards program recognizes the best in redevelopment in Florida. It is open to any member of the Association.

To recognize the projects and people involved in redevelopment throughout the state, three awards series have been established. The Roy F. Kenzie and Thomas J. Mills Awards are given for outstanding examples of redevelopment and leadership, respectively, in Florida. The President's Award is given for the "Best of the Best" to honor the top project across all categories. A winning entry acknowledges excellence in an organization's work.

Within 13 juried categories, the Roy F. Kenzie Awards celebrate the most innovative and effective redevelopment programs in Florida. Winners demonstrate innovation and a positive impact on their communities and inspire other Florida communities.

THE CATEGORIES ARE:

- **Annual Report**
- **Capital Projects/Infrastructure**
- **Creative Organizational Development and Funding**
- **Cultural Enhancement**
- **Management Programs and Creative Partnerships**
- **Out of the Box**
- **Outstanding Housing Project**
- **Outstanding New Building Project**
- **Outstanding Rehabilitation, Renovation or Reuse Project**
- **Planning Studies**
- **President's Award**

The Best Book highlights this year's winners and the quality entries received as a celebration of the innovative redevelopment work that has transformed Florida in 2023. The FRA encourages you to use the Best Book to gather innovative ideas and share them within your community. They are true success stories.

ANNUAL REPORT

Delray Beach Community Redevelopment Agency
Delray Beach Community Redevelopment Agency Annual Report 2022



The 2022 Annual Report is an opportunity to educate the public on CRAs, showcase completed projects, and share financial information. Informational tools such as colorful fact bubbles that stand out on the page, the inclusion of staff headshots showing who is involved with that item or project, and multiple QR codes linking to project-specific information create an engaging and interactive report. The staff headshots and photos aid the CRA in connecting on a personal level to the community we serve. The contemporary and colorful design and quick facts allow for easy dissemination of information to the reader.

FOR MORE INFORMATION:
jadusinghr@mydelraybeach.com

CAPITAL PROJECTS/INFRASTRUCTURE

City of Groveland
City of Groveland Dark Sky Initiative





Groveland recently became the first Dark Sky Community in Florida certified by DarkSky International. This achievement resulted from a three-year Dark-Sky Initiative that engaged residents, businesses, and community stakeholders to help protect the night sky. The city's lighting ordinance includes a commitment to retrofit all city-owned lighting within five years. New decorative streetlights will revitalize downtown with minimal light pollution and a main street aesthetic. City staff reviews all development applications to ensure compliance with Dark-Sky standards. Groveland's commitment to environmental preservation and community engagement inspires other local governments and communities to protect Florida's night sky.

FOR MORE INFORMATION:
andrew.landis@groveland-fl.gov

CREATIVE ORGANIZATIONAL DEVELOPMENT AND FUNDING

City of Pompano Beach Community Redevelopment Agency
Old Town's Backyard





Old Town is a historic area plagued by empty storefronts, blight, undesirable activities and a lack of identity. The vision began with an existing 4,000 SF building and 15,106 SF of back-of-house undevelopable, vacant land owned by five separate property owners. The CRA secured leases and invested in improvements to create Old Town's Backyard, a public gathering space for outdoor dining and entertainment opportunities. This European-style plaza, along with CRA incentive programs, attracted the first restaurant and perfect partner as the catalyst for investment in Old Town, lending to the success of the Arts and Entertainment District of the future downtown.

FOR MORE INFORMATION:
kimberly.vazquez@copbfl.com

CULTURAL ENHANCEMENT

St. Cloud Community Redevelopment Agency
Hola St. Cloud



The City of St. Cloud and the St. Cloud CRA partnered with the Hispanic Chamber of Commerce of Metro Orlando for an economic development expo focusing on arts, culture, Hispanic cuisine, and community service. Programmed experiences allowed businesses to have the opportunity to connect with over 80+ local business vendors. All attendees were also able to experience a Hispanic-influenced marketplace, unique cultural activities, dance, and folklore, and the opportunity to navigate through a sensory art experience. There was also Hispanic cuisine, live music, fun and entertainment throughout the day.

FOR MORE INFORMATION:
antranette.forbes@stcloudfl.gov

MANAGEMENT PROGRAMS AND CREATIVE PARTNERSHIPS

Boynton Beach Community Redevelopment Agency
Heart of Boynton Village Apartments and Shops



What makes the Heart of Boynton Village Apartments and Shops project possible is the collaboration of a creative public-private partnership. This partnership leveraged publicly owned real estate and development incentives to encourage private redevelopment. As a result, the partners in this project shared the risks (and benefits) that kept the project on track when the developer was faced with the post-pandemic increase in construction costs. As the first redevelopment project in over 50 years on the historic African American commercial boulevard, getting community support and buy-in was essential to the success of the project. The mixed-use project will reactivate the once-vibrant corridor and spur future redevelopment opportunities along the corridor.

FOR MORE INFORMATION:
shuttt@bbfl.us

OUT OF THE BOX

City of Deerfield Beach
Central City Area Redevelopment Plan



The City of Deerfield Beach's Economic Development Department proposed an exciting new redevelopment plan for the Central City Area, which runs through Dixie Highway from Hillsboro Boulevard to Sample Road and surrounding areas. The proposed plan promises to be specifically crafted, organic, and tailor-made to serve the needs of the community while also securing the economic benefit of new growth to the City. The plan heavily relies on its grassroots communication approach, highlighting the importance of community involvement within the implementation of its four (4) overarching strategies: 1) Build and Strengthen Community Relations; 2) Support Small Businesses and Incentivize Local Employment; 3) Reduce and Prevent Blight; 4) Incentivize Catalytic Development. The plan also proposes the creation of an Enterprise Fund to act as a revolving funding mechanism to be invested into specific strategic catalytic development projects.

FOR MORE INFORMATION:
kcollier@deerfield-beach.com

OUTSTANDING HOUSING PROJECT

Hoyt Architects
Lofts On Lemon



The project was developed by Fortis Development, LLC (a JV of Calston, LLC and Smith Henzy Inc.) with the Sarasota Housing Authority as co-GP. The design team included Hoyt Architects, Select Structural, Quest Design Group, Palmetto Interiors, Freedman Consulting, ACT Civil Engineering, and DWJA Landscape Architects. The General Contractor was JWR Construction Services. The project is managed by NDC Asset Management, LLC. Bank of America provided construction financing.

FOR MORE INFORMATION:

studio@hoytarchitects.com

OUTSTANDING NEW BUILDING PROJECT

City of Ocala
Mary Sue Rich Community Center at Reed Place



The Mary Sue Rich Community Center at Reed Place officially opened to the public in January 2023. This building is a symbol of perseverance. This site was successful due to community champions working with city staff pushing to convert an area that was contaminated due to a previous charcoal plant, to an area where the community can gather, play, and thrive. The center provides not only invaluable programming but access to art of all varieties. The Mary Sue Rich Community Center at Reed Place fills a great need for the area, and will only promote positive growth as time goes on.

FOR MORE INFORMATION:

ahale@ocalafl.gov

OUTSTANDING REHABILITATION, RENOVATION OR REUSE PROJECT

City of Palmetto Community Redevelopment Agency
Connor Park





Connor Park is a stunning addition to the City of Palmetto. Always forward-thinking, the Palmetto CRA looked at a contaminated Brownfields site and saw a future community park. While dealing with Brownfields sites is often complicated and expensive, they offer a tremendous opportunity to transform environmentally impacted properties into end uses that can benefit the entire community in a holistic manner. Spending time in nature helps us develop a better understanding of the relationship between humans and the environment. When we become stewards of nature, we can see why it's important to support healthy waterways.

FOR MORE INFORMATION:
ejohnson@palmettocra.org

PLANNING STUDIES

City of Fort Pierce and Inspire Placemaking Collective
Fort Pierce Downtown Master Plan



With a rich history in agriculture and deep-sea fishing, fueled by the city's proximity to the Atlantic Ocean, Fort Pierce has maintained its small-town character since its incorporation in 1901. With recent rapid and dense population growth, the city identified the need to develop a strategic Downtown Master Plan that would promote high-quality redevelopment that aligns with the city's history, charm, and high standard of living. The result is an implementation-focused and community-driven plan. The plan seeks to leverage and redevelop an abundance of city-owned waterfront property to foster a vibrant and walkable mixed-use district.

FOR MORE INFORMATION:
sharnage@cityoffortpierce.com

PRESIDENT'S AWARD WINNER

Boynton Beach Community Redevelopment Agency
Heart of Boynton Village Apartments and Shops







What makes the Heart of Boynton Village Apartments and Shops project possible is the collaboration of a creative public-private partnership. This partnership leveraged publicly owned real estate and development incentives to encourage private redevelopment. As a result, the partners in this project shared the risks (and benefits) that kept the project on track when the developer was faced with the post-pandemic increase in construction costs. As the first redevelopment project in over 50 years on the historic African American commercial boulevard, getting the community support and buy-in was essential to the success of the project. The mixed-use project will reactivate the once-vibrant corridor and spur future redevelopment opportunities along the corridor.

FOR MORE INFORMATION:
shuttt@bbfl.us

> All the cities of the world are going to expand. We need to have a better understanding of what makes good urban habitat for homo sapiens. We have an obligation to make the new places more livable, more sustainable, more healthy. We have the tools.
>
> *Jan Gehl*

2023 ROY F. KENZIE AWARD ENTRIES

Annual Reports

Delray Beach Community Redevelopment Agency FY 2022 Annual Report

The 2022 Annual Report is an opportunity to educate the public on CRAs, showcase completed projects, and share financial information. Informational tools such as colorful fact bubbles that stand out on the page, the inclusion of staff headshots showing who is involved with that item or project, and multiple QR codes linking to project-specific information create an engaging and interactive report. The staff headshots and photos aid the CRA in connecting on a personal level to the community we serve. The contemporary and colorful design and quick facts allow for easy dissemination of information to the reader.

Davie Community Redevelopment Agency FY 2022 Annual Report

"Transformative, immersive, and energetic" are just a few words that capture the sentiment of the Davie CRA's FY2021-2022 Annual Report. Each page vibrantly portrays a different element of the Davie CRA and collectively serves as an illustrative snapshot of our ever-evolving redevelopment journey. The data entailed creatively demonstrates financial transparency and the remarkable growth our redevelopment efforts have brought to our tax base. Depicting key information with an artistic twist, this report attests to the restorative power of redevelopment. It paints a picture of our progress, our future, and the creativity and commitment we possess to see our vision unfold!

Hallandale Beach Community Redevelopment Agency – FY 2022 Annual Report

It's easy to get drawn into a yearbook – you can join in the story from any page. The Hallandale Beach CRA tells the story of its work in 2021-2022 through a photo chronicle of people, events, and projects. The City flourished as a cultural center despite all the constraints caused by a global pandemic. The CRA ensured that artists painted, festivals enlivened families, businesses launched, and homes were improved. In our Annual Report, the pictures tell the story of our performance. The information and data are all there, but they merely support a greater truth that only pictures can depict.

Lauderhill Community Redevelopment Agency FY 2022 Annual Report

The Lauderhill CRA is about innovation and access. Our organization forged strong partnerships with renowned institutions such as Broward College, Broward SCORE and Grow with Google to expand our Lauderhill CRA Small Business Academy and offer free workshops, training to small business owners, entrepreneurs, or those looking to increase their knowledge base. We revitalized the Commercial, Arts, & Entertainment District along 38th Avenue through business and community outreach, bringing visitors to the area and supporting local businesses. The demolition of Mission Lakes Plaza paves the way for a vibrant community with ten new workforce housing residences.

Martin County Community Redevelopment Agency FY 2022 Annual Report

Innovation, Collaboration, Consistency, Sustainability and Stewardship are our values. The words we have chosen to define our goals. The concepts by which we measure success. We operate with a strong sense of community and mutual benefit for businesses and residents always conscious of trying to blend existing core values with present community needs. We balance the improvement of the economic and physical environment while celebrating the historic character that our CRA communities treasure. Our projects, programs and activities directly reflect our values, and our 2022 Annual Report demonstrates that added value by illustrating our story from past to present.

Tampa Community Redevelopment Agency FY 2022 Annual Report

The City of Tampa Community Redevelopment Agency experienced a dramatic makeover within the past year – the Agency's first-ever logo and implementation of its brandscaping strategy! The TAMPA CRA emerged as the new brand for the Agency. The celebrated logo decorated this year's Annual Report. The brandscaping strategy, along with the new logo, included the theme "Neighborhood. Investment. Quality of Life." The TAMPA CRA is one of the largest redevelopment agencies in Florida encompassing eight different community redevelopment areas. We have always taken pride in our neighborhoods and engaging our community stakeholders. By identifying neighborhood needs, we determine what investments are needed to increase the economic and social capital of each redevelopment area, in turn maximizing quality of life. The 2022 Annual Report embarks on a story-telling journey – capturing the meaning of partnerships and progress.

Pensacola Community Redevelopment Agency FY 2022 Annual Report

The City of Pensacola, CRA, is extremely proud of the work done over the past year – and it shows through the publication of our 2022 Annual Report. The 27-page report covers an overview of the CRA's work within its Urban Core, West Side and East Side redevelopment areas. With a vast array of projects and partners, the CRA four-member staff has accomplished much and made great strides in the execution of each of the three adopted redevelopment plans. In 2023, the CRA will conduct a full review and update of each of the adopted redevelopment plans.

City of St. Augustine FY 2022 Annual Report

The City of St. Augustine prides itself on keeping our residents informed of what is going on, not only in our CRAs but in the city as a whole. The annual report is not only an opportunity to provide residents with a review of the year but is also an opportunity to engage them and keep them excited about what is to become of the community they live, work, and play in. The report features two exceptional full-page photos of Old Town Colonial St. Augustine and a photo of Frank Butler in his Palace Market in Lincolnville, circa early 1920s.

Capital Projects/Infrastructure

City of Groveland
Dark Sky Initiative

Groveland recently became the first Dark Sky Community in Florida certified by DarkSky International. This achievement resulted from a three-year Dark-Sky Initiative that engaged residents, businesses, and community stakeholders to help protect the night sky. The city's lighting ordinance includes a commitment to retrofit all city-owned lighting within five years. New decorative streetlights will revitalize downtown with minimal light pollution and a main street aesthetic. City staff reviews all development applications to ensure compliance with Dark-Sky standards. Groveland's commitment to environmental preservation and community engagement inspires other local governments and communities to protect Florida's night sky.

Hobe Sound Community Redevelopment Agency
Bridge Road Main Street

A new BRIDGE was constructed in the Hobe Sound CRA. It seamlessly connects a venerable but deteriorated street, full of old Florida charm, to the new amenities necessary for a Main Street to be walkable, viable and sustainable. Partnerships were key and underscored all the activities – sidewalks, landscaping, lighting, on-street parking, utility hardening and upgraded infrastructure – creating a Main Street that is simultaneously folksy and relevant. This thoughtful redevelopment perfectly reflects Hobe Sound's laid-back, yet elegant, beachy atmosphere, enhancing those things that make it such a special place – rich history, natural beauty and a warm, hometown feel.

Ocoee Community Redevelopment Agency
Healthy West Orange Wellness Park

Located within Ocoee's Fifty West Redevelopment District, Healthy West Orange Wellness Park was created based on planning/urban design studies to enhance community health, connectivity, and green infrastructure within Ocoee's Redevelopment District. Partnering with the Foundation for a Healthier West Orange, the city transformed two of its stormwater ponds into a wellness destination. The five-acre park features a half-mile multipurpose trail, four shaded wellness stations with a combined total of 10 fitness equipment pieces, a ceremonial plaza for various events, and a boardwalk with a shaded pavilion. The park is also beautifully landscaped with 308 trees and 800 shoreline plants to help improve the pond's water quality.

Pompano Beach
The Transformation of Annie Adderly Gillis Park

Annie Adderly Gillis Park was an underutilized, passive greenway riddled with crime and vagrancy. The CRA recognized the importance of creating successful public gathering spaces to establish a sense of place, connect the community, and generate ownership and pride that paralleled the future Downtown vision. Through public input sessions, the community envisioned an urban plaza design ideal for social events and a healthy lifestyle. The park was revived from a desolate patch of grass to a safe, accessible community asset. Frequented daily by surrounding residents, the park has transformed into a welcoming attraction inclusive of the growing diversity of the neighborhood.

St. Cloud Community Redevelopment Agency
Pennsylvania Ave Infrastructure & Streetscape Project

The City of St. Cloud/St. Cloud CRA embarked on a $9,500,000.00 infrastructure, sidewalk, lighting, and streetscape project. This project involved design, roadway, drainage improvements and reconstruction of Pennsylvania Avenue from 13th Street (US192) north to 10th Street and from Massachusetts Avenue to Florida Avenue in Downtown St. Cloud. Asphalt streets were replaced with brick pavers, which are historically significant to the downtown and contribute to the historic small-town feel of the community. The streetlights/lamps have been replaced with energy-efficient "period" types of light poles, which further enhanced the historic theme and safety.

Tampa Community Redevelopment Agency
Meridian Greenway Trail – Renovation & Expansion

This renovated and expanded portion of the Meridian Greenway includes designated walk and bike lanes with lush new landscaping, seating, water fountain, dog run, mural and a bike repair station. Most recently, a rail spur with a simple asphalt path, this two-block segment of the Meridian Greenway is located on the eastern boundary of Water Street Tampa, a $4B project planned for over 9M SF. The Meridian Greenway is a Tampa Hillsborough Expressway Authority ("THEA") facility that connects Water Street Tampa and Channel District to Ybor City and the Tampa Riverwalk.

Creative Organizational Development and Funding

Hallandale Beach Community Redevelopment Agency – HBCRA Rent Stabilization Program

The purpose of the Rent Stabilization Program was to provide rental assistance for up to 12 months to Hallandale Beach residents residing within the CRA boundaries who could not pay rent due to a recent rise in their monthly rental amount. The maximum assistance per applicant for this program was $6,000 per year. A total amount of $97,565 of rental assistance funds were provided to qualified residents.

Pompano Beach Community Redevelopment Agency – Old Town's Backyard

Old Town is a historic area plagued by empty storefronts, blight, undesirable activities and a lack of identity. The vision began with an existing 4,000 SF building and 15,106 SF of back-of-house undevelopable, vacant land owned by five separate property owners. The CRA secured leases and invested in improvements to create Old Town's Backyard, a public gathering space for outdoor dining and entertainment opportunities. This European-style plaza, along with CRA incentive programs, attracted the first restaurant and perfect partner as the catalyst for investment in Old Town, lending to the success of the Arts and Entertainment District of the future downtown.

Pompey Park
Community Center and Campus Renovation Project

Pompey Park Recreation Center is being renovated to provide more recreational and community

meeting opportunities to the Delray Beach community through the construction of new state-of-the-art facilities and amenities. Renovations will include improvements to the pools, baseball fields, playgrounds, basketball courts, restrooms, shelters, additional parking spaces, and the construction of a new recreational building. The improved recreational facilities will improve the quality of life for residents and visitors for generations to come. This project was designed to achieve a Florida Green Building Coalition – Silver Certification.

Cultural Enhancement

Clearwater
ARTours Clearwater: Journey Through Downtown Clearwater's Murals with Augmented Reality

ARTours Clearwater is a self-guided augmented reality (AR) walking tour that takes you to four vibrant murals along a 0.7-mile route through downtown Clearwater. When you reach a mural, open the ARTours Clearwater app and point your device's camera at the artwork. Then, watch as animations, graphics, videos and audio make the mural come to life. Each mural contains several interactive visual experiences – you will see flowers blooming, alligators walking, spaceships landing, and paint buckets spilling while experiencing the downtown arts district as never before.

Deerfield Beach Community Redevelopment Agency – Main Beach Parking Lot Seating and Artistic Railing Project

The Main Beach Parking Lot Seating and Artistic Railing Project, located at 149 SE 21st Ave., Deerfield Beach, FL, is a comprehensive public space improvement project that transforms a highly visible, underutilized segment of the Main Beach Parking Lot into a vibrant and inviting gathering place for the community. This project includes the installation of new amphitheater concrete seating, which provides a comfortable and inviting place for people to relax, socialize and enjoy the beach; new paving and landscaping, which modernizes the area; and an all-new artistic railing that adds a touch of beauty and creativity to the space.

Delray Beach Community Redevelopment Agency Wellbrock House Historic Relocation and Revitalization

Thriving communities look back and make history and its people are part of their current success. The Delray Beach CRA relocated the Historic Wellbrock House, built in 1937 and designed by Samuel Ogren, Sr., City of Delray Beach's first registered architect, rescuing it from demolition. This project restored and preserved a historic structure in our District, and its adaptive reuse increased CRA office space. The Wellbrock House is now included in the Delray Beach Local Register of Historic Places and is preserved for public enjoyment for years to come.

Hallandale Beach Community Redevelopment Agency – The Hallandale Beach Food & Groove Festival

An integral part of the Hallandale Beach Community Redevelopment Agency (HBCRA) economic development-related programming was the approval of an Arts and Culture in Public Places initiative that was designed to support art and cultural activities (including the culinary arts) to incentivize the local economy and create brand awareness and cultural identity for the City of Hallandale Beach. For the last four years, the HBCRA has partnered with the South Beach Wine & Food Festival (SOBEWFF®) to produce their Hallandale Beach Event Series. The highlight of this series is the Hallandale Beach Food & Groove Festival, a highly-anticipated annual event spotlighting the city's eclectic and international food scene by featuring more than 18 local restaurants and celebrated chefs showcasing creative international cuisines from Haiti, Jamaica, Thailand, Argentina, Columbia, Turkey, and Peru, among others. With over 1,300 attendees for our 2023 event, Food & Groove is a consistent representation of the City's culinary entrepreneurs, diversity and resilience.

Lake Wales Community Redevelopment Agency Your Resources Now

"Your Resources Now" is a short news segment that was created with the goal of ensuring transparency for the Lake Wales community. The short news segments keep our citizens up to date on programs, events, and changes within the Lake Wales Community Redevelopment Agency (LWCRA). Using social media to share information helps the LWCRA be accountable while allowing engagement with the community. This platform has become a tool that has boosted community interaction while creating awareness and connecting those who may not be able to attend events. LWCRA also highlights the success stories of those who have received assistance through programs.

Palmetto
Flight of the Spoonbills

Palmetto has a long-standing commitment to the preservation of its wildlife, and is, in fact, a bird sanctuary. With their striking pink feathers, Roseate Spoonbills were hunted to near extinction during the 1800s for decorating women's hats and clothes. In celebration of Palmetto's newest environmental park, the Community Redevelopment Agency's CCNA design team was charged with creating a sculpture that captured the importance of Connor Park to Palmetto's bird and wildlife population. From this request, "Flight of the Spoonbills," a sculpture that celebrates the City of Palmetto's devotion to enhancing our environment through projects like Connor Park, was created.

St. Cloud Community Redevelopment Agency Hola St. Cloud

The City of St. Cloud and the St. Cloud CRA partnered with the Hispanic Chamber of Commerce of Metro Orlando for an economic development expo focusing on arts, culture, Hispanic cuisine, and community service. Programmed experiences allowed businesses to have the opportunity to connect with over 80+ local business vendors. All attendees were also able to experience a Hispanic-influenced marketplace, unique cultural activities, dance, and folklore, and the opportunity to navigate through a sensory art experience. There was also Hispanic cuisine, live music, fun and entertainment throughout the day.

Management Programs Creative Partnerships

Boynton Beach Community Redevelopment Agency Heart of Boynton Village Apartments and Shops

What makes the Heart of Boynton Village Apartments and Shops project possible is the collaboration of a creative public-private partnership. This partnership leveraged publicly owned real estate

and development incentives to encourage private redevelopment. As a result, the partners in this project shared the risks (and benefits), which kept the project on track when the developer was faced with the post-pandemic increase in construction costs. As the first redevelopment project in over 50 years on the historic African American commercial boulevard, getting community support and buy-in was essential to the success of the project. The mixed-use project will reactivate the once-vibrant corridor and spur future redevelopment opportunities along the corridor.

Fort Walton Beach Community Redevelopment Agency – Keep It Clean

"Keep It Clean" is a project that utilized the talent of several professional and amateur artists to highlight the value of litter control. "Erase the Trace Okaloosa" had a vision to relay this message through sea life murals painted on storm drains. This great idea inspired the Cultural Arts League to continue the message of litter control on land. They arranged for the Choctawhatchee High School Art Club to paint nature-themed murals on three "graffiti-covered" trashcans. Current plans are to expand both projects throughout the FWB CRA district.

Hallandale Beach Community Redevelopment Agency – Hallandale Beach Food and Groove Festival: How Events Can Brand a City

Festivals provide a way for every city to produce a unique brand: a theme that becomes embedded in the identity of the locale. For the past four years, the Hallandale Beach Community Redevelopment Agency (HBCRA) has partnered with the South Beach Wine and Food Festival (SOBEWFF®) to produce a larger-than-life event in a city of only 4.6 square miles. The Hallandale Beach Food & Groove Festival is designed to showcase our greatest asset: restaurants that represent five continents of culture and cuisine. With over 1,300 attendees during our 2023 event hosted on February 25, 2023, the festival is an annual celebration of the City's culinary entrepreneurs, diversity, and resilience.

Out of the Box

Downtown Boca/City of Boca Raton Downtown Boca Holiday Hotspots

Now that our Downtown District is thriving again after the global pandemic, the marketing objective of the CRA returns to the promotion of our local businesses in their day-to-day operations. To allow for the individuality of each entity to shine, the CRA created "Holiday Hotspots" in order to showcase each downtown business' promotion of various calendar and religious holidays. The Downtown Boca website (DowntownBoca.org) hosts individual landing pages for each holiday and creates a comprehensive listing of events, specials, and deals for the public to choose from, exclusively featuring downtown businesses.

Boynton Beach Community Redevelopment Agency – Boynton Beach Bucks

The Boynton Beach Bucks (BBB) program was created to support small businesses located within the BBCRA area that do not have a budget for marketing and promotional activities. The reimbursable program provides businesses with an opportunity to increase foot traffic, connect with new consumers, and incentivize existing customers. Through the BBB program, community members who patronize participating businesses are eligible to receive special offers, such as promotional offers or a specific dollar amount off a purchase. The BBB vouchers are distributed during business promotional events and, in many cases, the promotional period is extended in an effort to maximize sales.

Deerfield Beach Central City Area Redevelopment Plan

The City of Deerfield Beach's Economic Development Department proposed an exciting new redevelopment plan for the Central City Area which runs through Dixie Highway from Hillsboro Boulevard to Sample Road and surrounding areas. The proposed plan promises to be specifically crafted, organic, and tailormade to serve the needs of the community while also securing the economic benefit of new growth to the City. The plan heavily relies on its grassroots communication approach highlighting the importance of community involvement within the implementation of its four (4) overarching strategies: 1) Build and Strengthen Community Relations; 2) Support Small Businesses and Incentivize Local Employment; 3) Reduce and Prevent Blight; 4) Incentivize Catalytic Development. The plan also proposes the creation of an Enterprise Fund to act as a revolving funding mechanism to be invested into specific strategic catalytic development projects.

Delray Beach Community Redevelopment Agency NW 800 Redevelopment Block – Conceptual Design

The Delray Beach CRA developed a conceptual design to activate a vacant area using shipping containers to create an engaging environment. In the future, visitors can enjoy green areas, play structures, water features, and entertainment while supporting the local businesses that will occupy the repurposed shipping containers. This project will serve as a great gateway to and from Downtown Delray Beach, creating synergy between the downtown core and West Atlantic Avenue. We hope this project will be a catalyst for future development in the area and serve as a community pillar and destination. This will be the place to be!

Florida State University Barnebey Planning and Development Lab – Broadband Feasibility: Liberty and Wakulla Counties

Broadband has become a national priority, especially in the wake of the COVID-19 pandemic. Rural areas without substantial revenue sources are often unable to successfully incentivize internet service providers to extend high-speed broadband into their communities. In partnership with the Apalachee Regional Planning Council, the team from the FSU Barnebey Planning and Development Lab created a robust Broadband feasibility study in Liberty and Wakulla counties. Using extensive community outreach to create a tailored plan, the research team presented the counties with several options for administrative alternatives and suggested technical designs to move Wakulla and Liberty counties forward in broadband provision.

Fort Walton Beach Special Event and Project Funding

The 2022 CRA Art & Culture Strategic Plan created the FWB Cultural Arts League (CAL) to promote and encourage public art and culture within the CRA District. Due to the updated 2019 Florida Statute 163.387 addressing expenditures of CRA trust funds on special events, festivals and promotional activities, alternative financing had to be provided for their projects. On March 1, 2022, the CRA was awarded $125,000 from the Okaloosa County

Tourist Development Council to promote tourism projects. These funds are allocated through the Special Funding Grant application for CAL projects, therefore relieving the CRA from any previous financial commitments.

Hallandale Beach Community Redevelopment Agency – Broward County's First Shipping Container Restaurant

The Hallandale Beach Community Redevelopment Agency (HBCRA) proudly welcomes the first shipping container restaurant in Broward County, KAO Bar & Grill, in the newly named design district, District 8. Shipping containers provide a flexible, sustainable, and creative alternative to land use. They enable developers to assemble geometrically diverse structures for applications, including retail, production, and housing. The property, which is located adjacent to the Florida Brightline Train, consists of a very small parcel of land (4,581 SF) that has been vacant for many decades. KAO Bar & Grill officially opened on May 19, 2023, and will serve as an exciting new restaurant, lounge, bar, and entertainment destination for residents and visitors.

Jacksonville

Renew Arlington, Partnerships with Property Owners

Ordinance 2015-738-E established the Renew Arlington Community Redevelopment Agency and approved a Redevelopment Plan ("Plan"). The Plan identified the need for a Zoning Overlay as an objective of the Plan. The Renew Arlington Zoning Overlay was approved with Ordinance 2019-239-E. The intent of the Zoning Overlay is to protect and enhance the Arlington CRA's unique aesthetic, improve property values; promote an environment that is visually appealing and safe for vehicular, bicycle and pedestrian traffic, and promote redevelopment of blighted areas. To fund the required improvements, the Mandatory Compliance Grant Program was created as a funding source for existing property owners to come into compliance with fencing, signage and landscaping as mandated in the Overlay.

Lake Wales Community Redevelopment Agency BizLINC – The First NW Community Business Incubator

BizLINC is located at 225 Lincoln Ave, Lake Wales, FL. This 3,570-square-foot building was previously used as a COVID-19 testing site. Afterwards, it remained vacant for quite some time. The Lake Wales Community Redevelopment Agency funded a three-year grant agreement worth $1.2 million for the creation of this small business incubator managed by the Florida Development Corporation. BizLINC is a one-stop location for the coordinated delivery of business incubation and development services. The incubator connects entrepreneurs with much-needed resources to achieve success and sustainability. This is accomplished by providing affordable office space, training, and ongoing technical assistance.

Sarasota

Sarasota Parklet Study

The 2022 CRA Art & Culture Strategic Plan created the FWB Cultural Arts League (CAL) to promote and encourage public art and culture within the CRA District. Due to the updated 2019 Florida Statute 163.387 addressing expenditures of CRA trust funds on special events, festivals and promotional activities, alternative financing had to be provided for their projects. On March 1, 2022, the CRA was awarded $125,000 from the Okaloosa County Tourist Development Council to promote tourism projects. These funds are allocated through the Special Funding Grant application for CAL projects, therefore relieving the CRA from any previous financial commitments.

St. Cloud Community Redevelopment Agency Business Tax Receipt (BTR) Grant

St. Cloud CRA's Business Tax Receipt (BTR) Grant Program was created to recruit and relocate new businesses, and expand existing businesses, into the CRA. The BTR grant also encourages small business participation in city events as applicants must be able to obtain a BTR to participate. Any person pursuing trade or business works out of their home, or rents a dwelling for business purposes, within the city limits must obtain a BTR from both Osceola County and the City of St. Cloud, before conducting business. The program is a one-time reimbursable grant, which enables eligible business owners to pay the local BTR taxes/fees assessed by Osceola County and the City of St. Cloud. The program then reimburses those fees up to $100.00 directly to the applicant. The program serves as a business recruitment tool by providing funding via reimbursement for new and expanding businesses to assist in offsetting specific City and County Business Tax Receipt fees.

St. Cloud Community Redevelopment Agency Bikes and Bites Culinary Bicycle Tour

The City of St. Cloud CRA's Bikes & Bites is a bi-annual event that takes place in the spring and fall. This unique culinary tour began and ended at our lakefront park through our downtown CRA District. This event was family-friendly, with over 60 participants ranging in age from 7 years to the elderly. The cyclists were led by the St. Cloud PD on bicycles and meandered 5 miles from the lakefront through our neighborhoods and into the historic downtown area. Cyclists were able to sample items from 9 different restaurants that offered many items to taste from soul food and barbecue to gourmet, custom popsicles and macarons.

Stuart Community Redevelopment Agency Alleyway Improvement Project

The City of Stuart CRA welcomes you to take a stroll down Alice Luckhardt Lane in the heart of Downtown Stuart. In March 2023, the City of Stuart passed a resolution assigning the public alley between SW Joan Jefferson Way and SW Ocean Boulevard as Alice Luckhardt Lane, which is a pedestrian-only lane in the heart of downtown. Once an overgrown forgotten alleyway, Luckhardt Lane has now been brought back to life. Both sides have been planted with Florida native plants, and the paved lane becomes a festive walkway lit with festoon lights overhead at dusk. Anchored by two historic buildings, Luckhardt Lane enhances the quality of life of Stuart residents by offering an interesting, inviting, and well-lit environment while cultivating walkability!

Tampa Community Redevelopment Agency Channelside Drive Small Sails Park

As part of an $8.1M – Phase B Channel District Improvements Projects, that includes construction within nine (9) street segments in the Channel District Redevelopment Area, Right of Way upgrades to walks and pavements, streetscape, utility work and district-wide furniture replacement; we found

a small area that could be activated as a small park and could be utilized by the public from both the Port Tampa Bay Cruise Terminal 3 and The Florida Aquarium. The park provides residents of the districts a place to walk with their dogs. It also provides cruise ship visitors a place to relax before boarding. The small park includes a landscape, shade sails and furnishing that complement the overall design of the area.

Tampa Community Redevelopment Agency Historic 7th Avenue Iconic Illuminated Archways and Streetscape

Twenty-one new iconic lighted archways were installed along Ybor City's historic 7th Avenue, named one of the greatest streets in America. The original archways, installed more than 30 years ago for the National Historic Landmark District's centennial celebration, slowly deteriorated over time. The new archways were improved with code-compliant structural and aesthetic enhancements in accordance with historic preservation standards. The success of this project hinged on the strong partnerships forged between the Ybor City CRA and several regional partners, that worked together to fabricate environmentally sustainable lighted structures to span Ybor's premier commercial corridor.

Outstanding Housing Project

Hallandale Beach Community Redevelopment Agency – Hallandale Commons

The Hallandale Beach Community Redevelopment Agency (HBCRA) was proud to support the expansion of the CRA district with the construction of the Hallandale Commons, a new state-of-the-art residential development. This housing development consists of ten two-story townhouses, each with two bedrooms and 2.5 bathrooms, totaling nearly 16,000 square feet of residential living space. This project aligns with the CRA's goal to attract young professionals to the city by offering new housing opportunities and amenities in Hallandale Beach.

Hoyt Architects
Lofts On Lemon

Lofts on Lemon is a five-story, 128-unit, apartment building, located in downtown Sarasota – just six blocks from Main Street. Designed to ensure downtown Sarasota has affordable and attainable workforce housing, 52 of the 128 units were set aside for Sarasota's hard-working first responders, teachers, and other "hometown heroes." Three powerful contributing factors coalesced to make the Lofts on Lemon project possible:

- A city zoning code, amended to incentivize residential development,
- Vacant downtown land, owned by the local housing authority, and
- Generous and enthusiastic public and private partners who shared the vision of workforce housing in the downtown core.

Lake Worth Beach Community Redevelopment Agency – The Bohemian

The Bohemian is a transit-oriented mixed-income mixed-use multifamily rental development comprised of approximately 200 units in one multi-story structure, with amenity space, street-level retail, a public pedestrian plaza with access to a potential future train station, and a parking structure containing public and private parking.

St. Cloud Community Redevelopment Agency Paint, Plant, and Pave

The Paint, Plant, and Pave program was created to immediately enhance the aesthetics of single-family and multi-family 2-unit properties within the residential neighborhoods of the St. Cloud CRA Downtown area. This program was created to provide curb appeal to single-family and multi-family 2-unit properties in disrepair in residential neighborhoods of the St. Cloud CRA Downtown area. The proposed improvements may include pressure cleaning, painting, minor facade repairs, landscaping, awnings, sidewalks, driveways and/or parking lot sealing, irrigation systems, fence repair or removal, and minor interior repairs affected by exterior improvements.

Hallandale Beach Community Redevelopment Agency – Kao Bar & Grill – Broward County's first Shipping Container Restaurant

The Hallandale Beach Community Redevelopment Agency (HBCRA) proudly welcomes KAO Bar & Grill, the first shipping container restaurant in Broward County, to District 8, the newly named design district. Shipping containers offer a flexible, sustainable, and creative land-use solution, allowing developers to construct diverse structures for various purposes like retail, production, and housing. Situated next to the Florida Brightline Train, the property occupies a small plot of land (4,581 square feet) that has remained vacant for many decades. On May 19, 2023, KAO Bar & Grill officially opened its doors, providing an exciting new dining experience, lounge, bar, and entertainment venue for both locals and visitors.

Outstanding New Building Project

Boca Raton Community Redevelopment Agency The Aletto at Sanborn Square

The Boca Raton CRA has made significant investments in its infrastructure and public spaces, providing the groundwork for "The Aletto at Sanborn Square," a mixed-use/TBD project. The development consists of three main components:

- Building A is ten stories = 104,358 SF of office use and 19,176 SF of retail/restaurant; featuring an indoor/outdoor roof-top restaurant.
- Building B is six stories = 29,815 SF of office use, 4,280 SF of retail/restaurant use at grade level, and 2,000 SF roof-top employee fitness center, and "green-roof" plaza.
- A 10-level parking garage of 212,336 SF containing 550 spaces.

Hallandale Beach Community Redevelopment Agency – Oasis

Oasis in Hallandale Beach is truly creating an oasis in the center of the Hallandale Beach CRA district. This development greets residents and guests with graceful greenery as well as water features, ranging from fountains to an epic six-level waterfall. The project comprises 500 multi-family residential units, 34,691 SF of office space, and 59,219 SF of retail space. Oasis is a prime example of the project the CRA has been trying to attract, which encourages walkability and prioritizes quality of life by providing residents with plenty of onsite amenities.

Hallandale Beach Community Redevelopment Agency – Optima Office Towers

The Optima Office Towers is a 23-story high-rise building that encompasses various components.

These include 320 residential units, for which there is a request for the assignment of 320 RAC (Regional Activity Center) units to enable residential use. Additionally, the building features 5,871 SF of commercial space, a 150-room hotel and an associated parking garage.

Lakeland Community Redevelopment Agency
Mary's Bagel Cafe

Denise Gilmore is proud to say she has literally built her own building and business from the ground up on land she owns and grew up on. Her entrepreneurial dream come true is Mary's Bagel Café, named for the grandmother from whom she inherited the Midtown property. From the place she played as a child, Gilmore and husband Mark Dornsauder have created a needed business and jobs for the community. The CRA contributed matching incentive funds toward alleyway improvements, as well as design assistance, façade, and infill improvements. The agency also assisted with stormwater retention required for the new building. Incentivizing new businesses in Midtown is identified as a priority therefore, a union between the CRA and Gilmore provided the ideal public/private partnership proven to stimulate private investment.

Ocala
Mary Sue Rich Community Center at Reed Place

The Mary Sue Rich Community Center at Reed Place officially opened to the public in January 2023. This building is a symbol of perseverance. This site was successful due to community champions working with city staff pushing to convert an area that was contaminated due to a previous charcoal plant, to an area where the community can gather, play, and thrive. The center provides not only invaluable programming but access to art of all varieties. The Mary Sue Rich Community Center at Reed Place fills a great need for the area, and will only promote positive growth as time goes on.

Outstanding Rehabilitation Renovation or Reuse Project

Crestview Community Redevelopment Agency
Lorenzo Bush House Renovation

The Lorenzo Bush House was home to the Bush Family in the early parts of the 20th Century. Mr. Bush worked for the L & N Railroad. Crestview was the hub for train service in the Florida Panhandle. It was determined that the house could be renovated and used for a Crestview Historical Museum. The work has been done to keep as much of the historical detail as possible.

Sebring Community Redevelopment Agency
Sebring CRA Helps Bring a "Brew-stillery" to Downtown Sebring

Downtown Sebring opened its first 'brew-stillery,' The 301, serving as a catalyst for its resurgence as a dining and entertainment destination. The CRA partnered with a local distillery to open a second location in prime property in downtown's Historic District. This longstanding vacant building was renovated to offer the community locally distilled spirits, on-premise brewed beer, live music and an eatery amidst a hip steampunk atmosphere. This property's redevelopment has made it the marquee location drawing patrons downtown, has drastically increased the property's taxable value, and has paved the way for other establishments to open around it.

Lakeland Community Redevelopment Agency
Gore Building Renovation

Braving over 20 years of neglect, the 1926 service station-turned-grocery store-turned cigar shop has never been more admired than it is today. Thanks to a resurgence in adaptive reuse of historic buildings, the Mediterranean Revival building was purchased in 2021 by West Point One, who saw an opportunity, rather than neglect and obstacles. In transforming this homely building into a mixed-use redevelopment, the owners discovered the cost of neglect exceeded $3 million. Through the Infill Adaptive Reuse Grant, the Lakeland CRA provided matching incentives to bring the project toward completion. With its newly pristine façade and interior, the Gore Building sits as an icon in Lakeland's Downtown district.

Lake Wales Community Redevelopment Agency
Legacy Housing Rehabilitation Program

Many seniors living in the Northwest Neighborhood have received free home improvements through the Legacy Housing Rehabilitation Program. The program is designed to help seniors who are 60+ years of age with a variety of services, including roof repair, exterior painting, light construction, and lawn cleanup. The program is supported by area partners, including the Keystone Challenge Fund, the Lake Wales Police Department, Roosevelt Academy, Aetna, and Medicare. The Lake Wales Police Department sources many of the volunteers through its "Be the Change Program." The combined efforts help transform our senior residents' homes back to a state of comfort.

Lauderdale Lakes Community Redevelopment Agency – Lauderdale Lakes CRA Trailhead Park

The Lauderdale Lakes Community Redevelopment Agency acquired a .22-acre site with a dilapidated building that was eventually demolished to construct a pocket park. The community identified the opportunity to design the park, known as the Trailhead Park, in a way that provides various recreational activities and complements the greenway trails network. Youth from the local schools and programs created a wall mural that represents the elements of nature along the greenway trail and the transformation of Lauderdale Lakes. The Trailhead Park is a redevelopment project that creates a vibrant gathering space that ultimately connects people and places.

Palmetto Community Redevelopment Agency
Connor Park

Connor Park is a stunning addition to the City of Palmetto. Always forward-thinking, the Palmetto CRA looked at a contaminated Brownfields site and saw a future community park. While dealing with Brownfields sites is often complicated and expensive, they offer a tremendous opportunity to transform environmentally impacted properties into end uses that can benefit the entire community in a holistic manner. Spending time in nature helps us develop a better understanding of the relationship between humans and the environment. When we become stewards of nature, we can see why it's important to support healthy waterways.

City of Winter Park
"Tailgate Tent" to Main Stage

The Central Park Main Stage is an important community feature, built in 1982. In 2004, the stage sustained significant damage from hurricanes Jeanne, Francis and Charley. A revamp was planned for 2024 and accelerated to 2022 after both local Commission and CRA Agency partnered through TIF and American Rescue Plan Act (ARPA) funds became available. The new stage was designed to complement Central Park and the Central Business District with a hard canopy for structural integrity, and enhanced rigging for A/V equipment for the ~75 special events per year experienced in the CRA's downtown core. Staff successfully completed expedited construction in five months in time for the city's 49th Annual Autumn Art Festival.

St. Cloud Community Redevelopment Agency
VFW (Osceola Post) Renovation 915 NY Avenue

The CRA provided the Veterans of Foreign Wars Post 3227 with a forgivable loan (Building Site Improvement Grant) in the amount of $155,000.00 to assist with the rehabilitation of the Veterans of Foreign War building in downtown St. Cloud. The renovation included the creation of a new front entry, installation of new dormers, new windows, a new metal roof, brick exterior wall covering, stucco, ornamental accents, new pavers and custom ballards.

Planning Studies

Dania Beach Community Redevelopment Agency
Dania Beach 2023 CRA Plan Update

The 2023 Dania Beach Community Redevelopment Area Plan Update was conducted to evaluate the current conditions and major changes within the CRA since the last plan update in 2009. This update was critical, as significant changes have occurred, and there was a need for new implementation strategies to meet the CRA's goals of eliminating slum and blight conditions in the area. Workshops with the CRA Board/City Commission, City Department Directors, PATCH staff/consultants, major city investors/developers, business leaders, and the general public were conducted to secure issues, concerns, needs and objectives for the planning initiative.

City of Fort Pierce and Inspire Placemaking Collective – Fort Pierce Downtown Master Plan

With a rich history in agriculture and deep-sea fishing, fueled by the city's proximity to the Atlantic Ocean, Fort Pierce has maintained its small-town character since its incorporation in 1901. With recent rapid and dense population growth, the city identified the need to develop a strategic Downtown Master Plan that would promote high-quality redevelopment that aligns with the city's history, charm, and high standard of living. The result is an implementation-focused and community-driven plan. The plan seeks to leverage and redevelop an abundance of city-owned waterfront property to foster a vibrant and walkable mixed-use district.

Jacksonville Beach Community Redevelopment Agency – Jacksonville Beach Market Analysis

The CRA owns a roughly 2-acre site just one block from the beach. The site, currently a public surface parking lot, is adjacent to Latham Plaza and SeaWalk Pavilion and was identified for redevelopment in the CRA Vision Plan. The CRA retained GAI Community Solutions Group to determine the site's market potential for redevelopment as a commercial mixed-use project with the goal of engaging a developer to redevelop the site through a solicitation process. The market analysis concluded there is insufficient existing supply to satisfy demand within the markets' most proximate site, making it well-positioned for commercial redevelopment.

Lakeland Community Redevelopment Agency
Catalyst Lakeland

Once thought of as mostly quiet and part of the past, Lakeland is on the rise. With an evolving workforce, its population is growing. With downtown offering more urban and eclectic experiences, its appeal is broadening. The Lakeland CRA initiated Catalyst 1.0, which evaluated infrastructure and market data surrounding key opportunity sites within downtown to spark redevelopment and investment. To continue showcasing our potential, the CRA partnered with the Lakeland Economic Development Council and local animation studio The Apiary to develop Catalyst 2.0. This new tool serves as a 3D digital twin platform that identifies prime locations for redevelopment and how it would interact with the rest of the area.

Lake Worth Beach Community Redevelopment Agency – Lake Worth Beach Downtown Parcel Master Plan

In order to help stimulate the historic downtown Lake Worth Beach, this area of the city was identified by the CRA as being ideal and prime for redevelopment efforts. The future of the downtown, its shops, restaurants and stores hinge on consumers visiting and spending money. Beginning in 2018, the city and CRA assembled multiple downtown sites using CRA loan proceeds and city funds provided through the county's penny sales tax program. Soon thereafter, this citizen-led plan was created to identify the needs of the area and help shape the future of downtown Lake Worth Beach.

East Tampa Community Redevelopment Agency
East Tampa CRA – Strategic Action Plan

The East Tampa Community Redevelopment Area (ETCRA) Strategic Action Plan is about people, places, and progress for the largest Community Redevelopment Agency (CRA) in the City of Tampa—an area of opportunity for all facets of community life, encompassing over 4,800 acres and 38,000 residents. The plan highlights the background of the East Tampa CRA and describes a highly inclusive public engagement process that guides all aspects of the plan. The result is a framework of 10 Community-Based Strategic Themes that describe the characteristics of ETCRA today and create the vision and areas of focus for the next five years.

2022-23 Board of Directors

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Elizee Michel, Palm Beach County
Jessica Newman, Wauchula
Charles Rudd, Crescent City
Laura Smith, GAI Consultants

> By far the greatest and most admirable form of wisdom is that needed to plan and beautify cities and human communities.
>
> *– Socrates*



Florida Redevelopment Association
850.222.9684 or 800.342.8112
301 S. Bronough St., Suite 300
Tallahassee, FL 32301
P.O. Box 1757
Tallahassee, FL 32302
www.redevelopment.net

File #: 2024-0212 Agenda Item #: 6a.

Submitted By: Samantha Pintos

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve the sale of beer, wine, and liquor for on-premise consumption and consumption outside of an enclosed building for Harrdy, LLC d/b/a Mellow Mushroom, located at 2 SW Fort King Street Unit #1 (Quasi-Judicial)

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- **Applicant:** Harrdy, LLC d/b/a Mellow Mushroom
- **Property Owner:** PFLOZ LLC
- **Address:** 2 SW Fort King Street #1
- **Building area:** 5785 square feet
- **Seats / employees:** 184 seats / 100 employees
- **Required parking:** None per Sec. 122-963
- **Provided parking:** None
- **Outside Sound:** No
- **Police Presence:** There were 44 calls for service at this location during the past two years. None were criminal in nature.
- **Reason:** New location - no previous location permit
- **Request:** 4COP - The purpose of this permit is to allow the sale of beer wine and liquor for on-premise consumption for Harrdy, LLC d/b/a Mellow Mushroom. The hours will be Monday-Thursday 11:00 a.m. to 11:00 p.m. Friday and Saturday 11 a.m. to 12 a.m. and from 11 a.m. to 10 p.m. Sunday. (*Sec. 6-5 limits the hours and times during which alcoholic and intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed, in any place or on any premises defined as a business establishment as follows: for each day of the week except Sunday, between the hours of 7 a.m. and 2 a.m. the following days. On Sunday, Alcoholic beverages may be sold for consumption on the premises only, between the hours of 11 a.m. on Sunday and 2 a.m. on Monday; and beer, ale and wine may*

be sold in sealed containers for consumption off the premises only, between the hours of 7 a.m. on Sunday and 2 a.m. on Monday.)

- Staff requested comments from the Engineering, Growth Management, Police, and Fire Departments and requested legal review by the City Attorney.

FINDINGS:

Proximity to schools, churches, day care centers: There is one church within the 500' radius:

- Mt. Moriah Missionary Church

Proximity to other Alcohol Beverage Establishments: There are 25 within the 500' radius:

- Bank Street Patio Bar - 4COP
- Big Hammock Brewery - 2COP & CMBP
- Harry's - 4COP-SRX
- Hilton Garden Inn - 4COP-S
- Sushi Bistro - 2COP
- Ivy's on the Square - 4COP
- Tipsy Skipper/Mutiny - 4COP
- Marion Theater - 2COP
- Agapanthus - 2COP
- Marion Cultural Alliance - 14BC
- Corkscrew - 2COP
- The Lodge - 4COP
- Mark's Prime - 4COP
- O' Malley's Alley - 4COP
- Brick City BBQ - 4COP
- Cantina - 4COP-SRX
- Courtyard on Broadway - 2COP
- The Black Sheep on Broadway - 4COP
- La Cuisine - 4COP
- Downtown Billiards - 4COP
- Molly Maguire's of Ocala - 2COP
- Stella's The Modern Pantry - 2COP
- Soleil Bakery + Social House - 2COP
- Infinite Ale Works - 2COP/CMB
- District Bar & Kitchen - 4COP

Site Inspection: In compliance.

CONCLUSIONS: *In accordance with Section 6-32(d), any location permit approved by city council shall initially be provisional for a period of one year which upon the request of the applicant can be extended an additional 6 months. During this provisional period the permit holder must provide to the Building Division a copy of the vendor's state issued alcoholic beverage license. If no license is filed during this provisional period, or if the name on the state issued license is not the same as the name of the permit holder, then the permit shall be automatically voided and of no legal effect, otherwise it shall become fully issued.*

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: N/A

ALTERNATIVE:

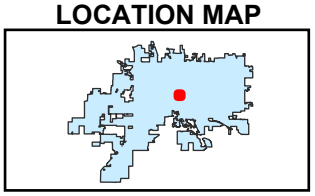
- Approve with changes
- Table
- Deny
- If the City's alcoholic beverage location permit is not approved, the state will not issue a license and alcohol beverage sales will not be permitted.

ALCOHOL BEVERAGE PERMIT MAP

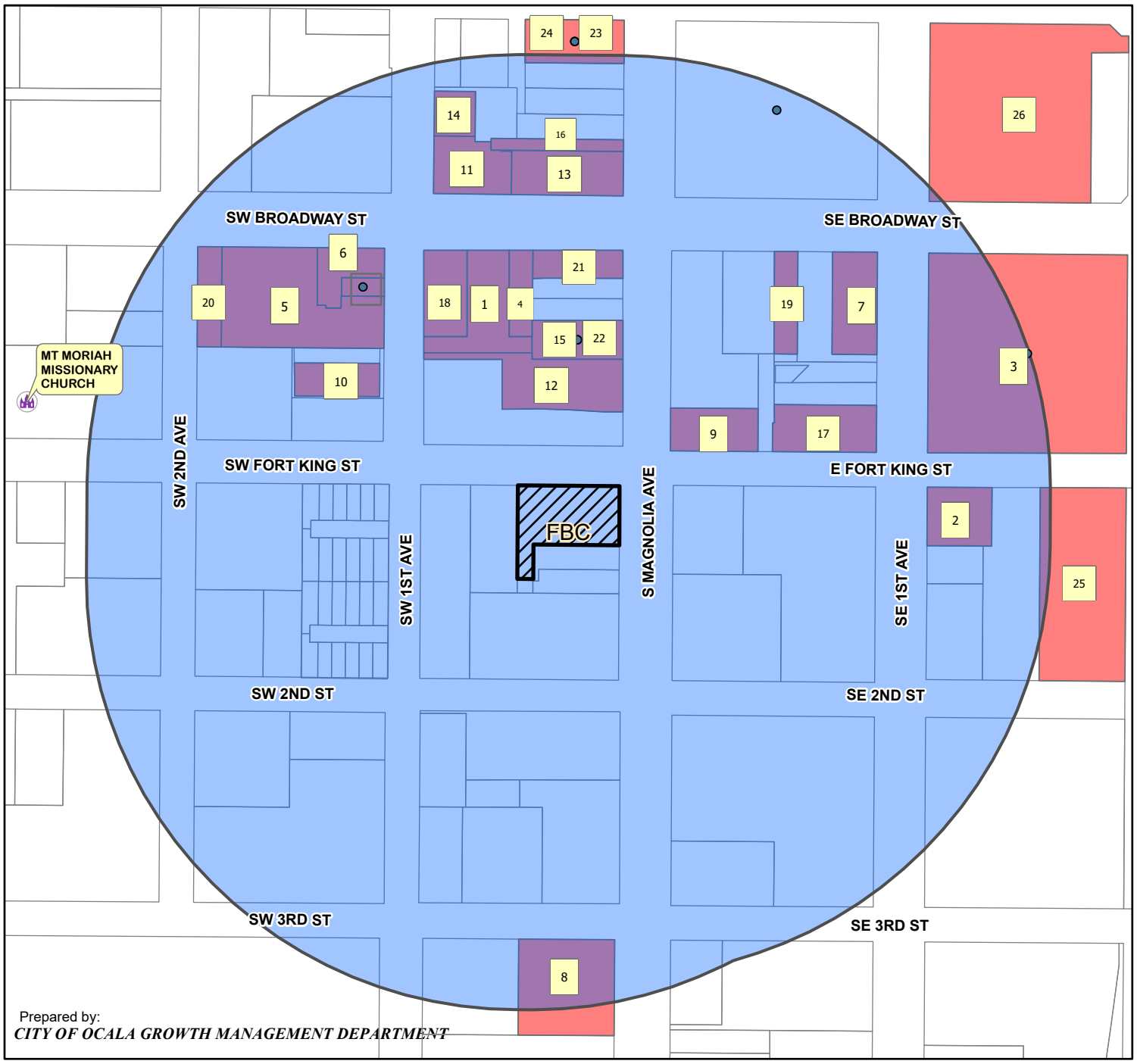
COUNCIL MEETING: 11/07/2023

CASE NUMBER: 1005865
PARCEL NUMBER: 2853-047-001
BUSINESS NAME: MELLOW MUSHROOM
ADDRESS: 2 SW FORT KING ST 1ST FLOOR
ZONING: FBC, FORM BASED CODE
PROPOSED: ALLOW FOR ON PREMISES CONSUMPTION OF BEER, WINE, AND LIQUOR/ AND CONSUMPTION OUTSIDE OF AN ENCLOSED BUILDING

LOCATION MAP



SEC 18 TWP 15 RNG 22



Prepared by:
CITY OF OCALA GROWTH MANAGEMENT DEPARTMENT

ZONING MAP

1. AGAPANTHUS OCALA
2. BIG HAMMOCK BREWERY & BITES
3. CANTINA
4. CORKSCREW WINERY & BREWERY
5. COURTYARD ON BROADWAY
6. DISTRICT BAR & KITCHEN
7. HARRY'S SEAFOOD BAR & GRILLE
8. INFINITE ALE WORKS
9. IVY ON THE SQUARE
10. LA CUISINE
11. MARION CULTURAL ALLIANCE
12. MARION THEATRE
13. MARK'S PRIME STEAKHOUSE
14. MOLLY MAGUIRES OF OCALA
15. MUTINY BAR OCALA
16. O'MALLEY'S ALLEY
17. SOLEIL BAKERY + SOCIAL HOUSE
18. STELLA'S THE MODERN PANTRY
19. SUSHI BISTRO
20. THE BLACK SHEEP ON BROADWAY
21. THE LODGE
22. THE TIPSY SKIPPER
23. BRICK CITY SOUTHERN KITCHEN
24. DOWNTOWN BILLIAR'S
25. BANK STREET PATIO BAR
26. HILTON GARDEN INN

N

0 250 500 Feet

ALCOHOL PERMIT CASE
Buffer 500ft
PARCELS
ZONING DISTRICT
Existing Alcohol License

Detail by Entity Name

Florida Limited Liability Company
HARRDY, LLC

Filing Information

Document Number	L18000194789
FEI/EIN Number	83-2493888
Date Filed	08/14/2018
State	FL
Status	ACTIVE

Principal Address

3353 S.W. 4TH AVENUE
OCALA, FL 34471

Mailing Address

3353 S.W. 4TH AVENUE
OCALA, FL 34471

Registered Agent Name & Address

HARPER, BRADFORD L
3353 S.W. 4TH AVENUE
OCALA, FL 34471

Authorized Person(s) Detail

Name & Address

Title MGR

HARPER, BRADFORD L
3353 S.W. 4TH AVENUE
OCALA, FL 34471

Annual Reports

Report Year	Filed Date
2021	01/13/2021
2022	01/08/2022
2023	02/01/2023

Document Images

02/01/2023 -- ANNUAL REPORT View image in PDF format

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04/22/2019 -- ANNUAL REPORT	View image in PDF format
08/14/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

PAGE 1 OF 2

GENERAL RENOVATION REQUIREMENTS/ NOTES

1. ALL PERTINENT TRADES AND GENERAL CONTRACTOR SHALL FIELD VERIFY SITE DIMENSIONS AND GENERAL CONDITIONS PRIOR TO COMMENCEMENT OF WORK. ONLY DIMENSIONS THAT HAVE BEEN VERIFIED SHALL BE USED. REPORT ALL DISCREPANCIES TO THE OWNER OR ARCHITECT
2. ALL BUILDING ELEMENTS SHALL BE INSTALLED STRAIGHT, LEVEL, PLUMB AND SQUARE UNLESS NOTED OTHERWISE.
3. PROVIDE INFORMATION FOR ALL MATERIALS, PRODUCTS AND SYSTEMS, INCLUDING TEST DATA AND COLOR SAMPLES AS REQUIRED BY ARCHITECT AND OWNER.
4. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE UTILITY COMPANIES FOR SERVICES, TAPS, AND METERS FOR THIS PROJECT.
5. THE GENERAL CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO THE COMMENCEMENT OF ANY DIGGING OR GRADING.
6. PROVIDE MOISTURE-RESISTANT (WATER-RESISTANT) GYPSUM BOARD OR CEMENT BOARD OR EQUIVALENT THICKNESS IN ALL AREAS PRONE TO THE DEVELOPMENT OF HIGH HUMIDITY, IN RESTROOMS, BREAK ROOMS, janitors closets.
7. NOT USED
8. PATCH AND REPAIR AS NEEDED, MATCH ADJACENT CONSTRUCTION AND FINISHES.
9. COORDINATE ALL WORK SCHEDULES WITH THE OWNER PRIOR TO BEGINNING WORK.
10. PROVIDE "FIRECODE" SMOKE/SOUND SEALANT BY USG OR EQUAL AT ALL PARTITION PENETRATIONS. GC TO FIELD VERIFY EXISTING CONDITIONS AND PROVIDE SEALANT AT ALL EXISTING VOIDS/PENETRATIONS AS REQUIRED.
11. PROVIDE NEW ROOM SIGNAGE FOR NEW ROOM CONFIGURATION, MOUNT TO MEET ADA REQUIREMENTS.

RENOVATION KEY NOTES

- K.01 NEW NON RATED PARTITION F1, U.O.N. ALIGN WITH EXISTING PARTITIONS AS REQUIRED TO PROVIDE A FLUSH FINISH. SEE WALL PARTITIONS, PATCH AND REPAIR EXISTING ADJACENT WORK AS REQUIRED TYP. ALL WALLS TO BE F1 UNLESS OTHERWISE NOTED.
- K.02 DOUBLE INTERIOR WALL FOR RECESSED BABY CHANGING STATION
- K.03 WAINSCOT "WW1", EXPOSED FINISH PLAN & ELEVATIONS FOR INSTALLATION & PRODUCT DETAILS
- P.04 WOOD FRAME "WW1" PARTITION OVER KNEE WALL, SEE FINISH SPECS AND INTERIOR SIGN ON A1.01 AND A401
- E.01 INSTALL NEW FLOORING AND WALL BASE, AS SCHEDULED. SEE FINISHES.
- P.02 ALL WALL SURFACES TO RECEIVE NEW 2-COATS OF PAINT FINISH AS SCHEDULED. SEE FINISHES.
- K.07 NEW ACT / GYP CEILING AS SCHEDULED. SEE RENOVATION RCP.
- K.08 NEW KNEE WALL, SEE PARTITION TYPE THIS SHEET.
- K.09 EXTERIOR STAIR (RUS 62"H 93"L 78"D) FURNISHED BY MELLOW MUSHROOM. TO BE INSTALLED BY GC AND WELDING SUB-CONTRACTOR. ALLOCATE AT LEAST 4-6 HOURS OF ONSITE WELDING TIME
- K.10 INTERIOR STAIR (W/GUARD (108"H 78"L 47"D) FURNISHED BY MELLOW MUSHROOM. TO BE INSTALLED BY GC ON SITE BUILT PLATFORM, PER DETAIL 3/A101.
- K.11 BRICK VENEER OVER WALLS: REFER FINISH PLAN & ELEVATIONS FOR INSTALLATION & PRODUCT DETAILS
- W.12 NEW MERCHANDISE CABINET, SUPPLIED BY MM, PROVIDE DEDICATED TRACK HEAD ABOVE, SEE RCP
- S.13 NEW ARCHED OPENING IN EXISTING CMU OPENING. PROVIDED IN SHELL BUILDING.
- D.14 INFILL EXISTING COUNTER/PASS PER "E" A106
- R.15 NEW TENANT SEPARATION WALL PER "F2" A106

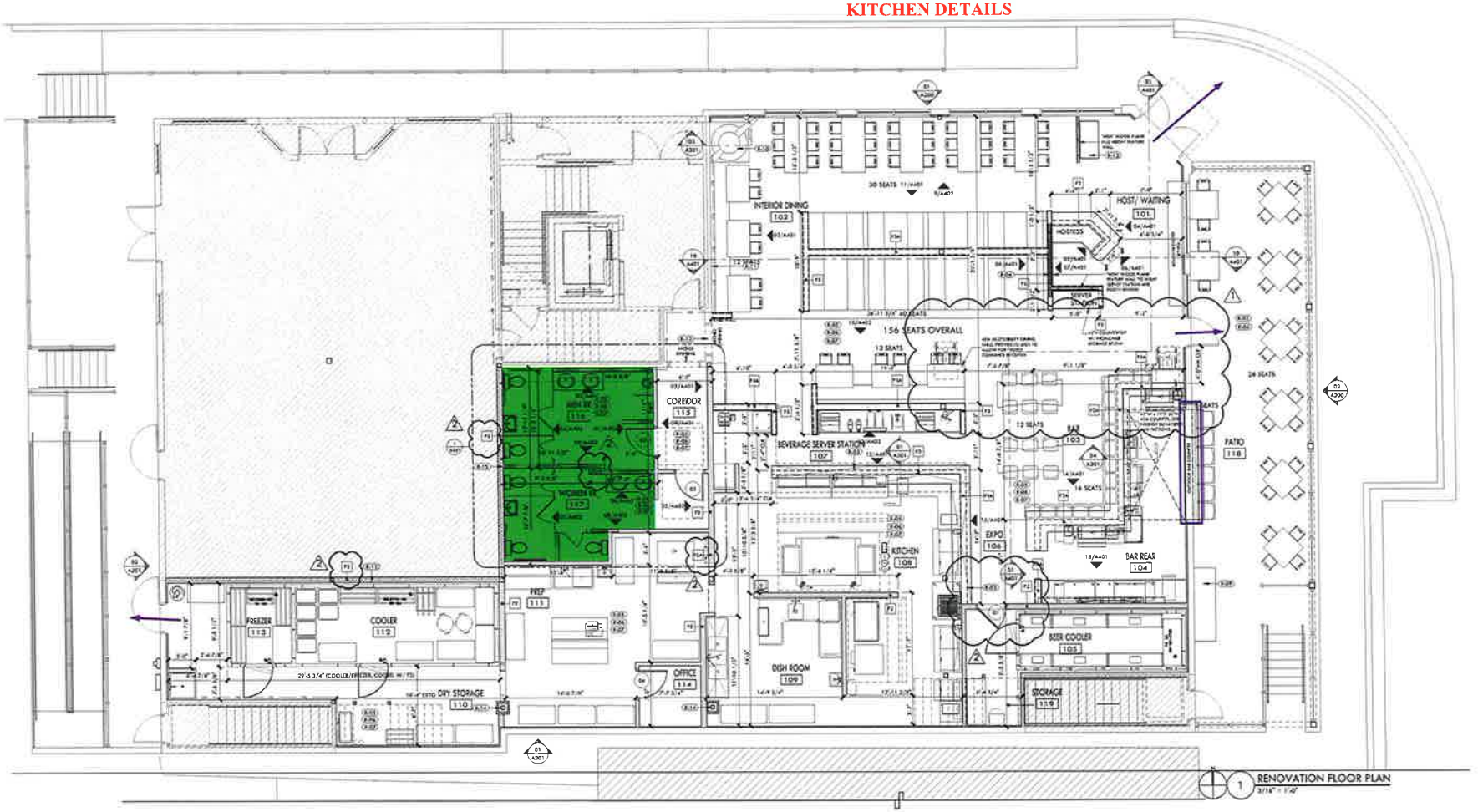
RENOVATION PLAN WALL LEGEND

- EXISTING ITEMS TO REMAIN
- NEW NON RATED PARTITION WALL at 4" & 6", SEE WALL PARTITIONS
- NEW NON RATED FURRING OVER EXISTING CMU WALL COMPRISED OF 5/8" GWB OVER 1-5/8" 20 GA. MTL STUDS @ 16" O.C. PROVIDE 3/4" POLYISO RIGID INSULATION. WALL TO TERMINATE 6"+/- ABV DROP CEILINGS.
- EXISTING 1HR RATED FIRE BARRIER.

NOTE: ALL WALL PARTITIONS TO BE P-1 UNLESS OTHERWISE NOTED.

FOOD SERVICE PLAN REVIEW
Reviewer Ivan Rivera Date 07/25/2022
Plans are in compliance subject to:
1) Compliance with applicable state and local codes.
2) Compliance with all provisos on specification worksheet.
See Comments on Application Sheet
File# 338548

SEE PAGE 2 FOR KITCHEN DETAILS



PARTIN ARCHITECTURE
936 E. FT. KING STREET
OCALA, FLORIDA 34471
P 352.629.3867 F 352.629.3866
FL LIC# AA26001391

06/20/2022
JULIE MICHELLE PARTIN
A99286
DRAWING IS NOT VALID UNLESS SIGNED, SEALED & DATED BY REGISTERED PROFESSIONAL

INTERIOR BUILDOUT OF TENANT SPACE 1 FOR
mellow MUSHROOM PIZZA BAKERS
2 W FORT KING ST OCALA, FL 34471

REVISIONS
1 02.08.22 SD COMMENTS
2 06-13-22 BD COMMENTS/OWNER CHANGES

ISSUE DATE 08-12-21
JOB # 1945
SHEET TITLE RENOVATION FLOOR PLAN
SHEET NO. A101

PAGE 2 OF 2

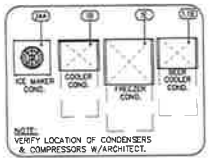
EQUIPMENT SCHEDULE

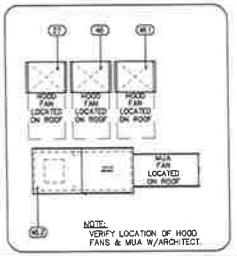
ITEM	QTY.	DESCRIPTION	REMARKS
1	1LT	WALK-IN COOLER/FREEZER	
1.1	1LT	WALK-IN BEER COOLER	
2	1LT	SHELVING UNIT	
3	1LT	SUNMAID RACK	
4	4	FOOD WARMER WELL	
5	2	SAUCE WELL	
6	--	<SPARE NUMBER>	
7	1LT	SUNMAID RACK	
8	1LT	ICE RACK & SHELVING SYSTEM	
9	2	SHEET PAN RACK	1 FLOOR/2 END
10-11	--	<SPARE NUMBER>	
12	1	HAND SINK, WALL MOUNT W/ SIDE SPLASHES	SHOP'S RESP.
13	2	WORK TABLE	
13.1	1	WORK TABLE	
14	1	SLICER, FOOD, MANUAL	
15	--	<SPARE NUMBER>	
16	2	SHELF, WALL MOUNT (DOUBLE STACKED)	SHOP'S RESP.
16.1	2	SHELF, WALL MOUNT (DOUBLE STACKED)	SHOP'S RESP.
17	1	SINK, ONE COMPARTMENT	
18	1	CAN STORAGE RACK	
19	--	<SPARE NUMBER>	
20	--	<SPARE NUMBER>	
21	1LT	WALL SHELVING SYSTEM	SHOP'S RESP.
22	1	SINK, THREE COMPARTMENT	
23	--	<SPARE NUMBER>	
24	--	<SPARE NUMBER>	
25	1	DISHTABLE, CLEAN	
26	1	DISH MACHINE, HIGH TEMP	BY OTHER
27	1	CONDENSATE HOOD AND FAN	
28	1	DISHTABLE, SOILED W/ SINK, RACK SHELF & P.R. SINK	
29	1	CLEAN DISH RACK	
30	1	MOP & BROOM HANGER	SHOP'S RESP.
31	--	<SPARE NUMBER>	
32	1	MOP SINK	BY OTHER
33	1	FLOOR TROUGH	BY OTHER
34	1	ICE MACHINE, CUBE-STYLE W/WATER FILTER	
35	1	BAR-IN-BOX SYSTEM	BY OTHER
36	1	CO2 TANK	BY OTHER
37	1LT	SHELVING UNIT	
38	--	<SPARE NUMBER>	
39	1	NITROGEN GENERATOR	BY OTHER
40	1	NITROGEN TANK	BY OTHER
41	1	NITROGEN BLENDER (NOT SHOWN)	BY OTHER
42	2	MONITORED DRAIN	
43	2	CONVEYOR PIZZA OVEN, DOUBLE STACKED	
44	1	48" GRIDDLE, GAS	
45	1	REFRIGERATED EQUIPMENT STAND	
46	1	EXHAUST HOOD W/FIRE SYSTEM AND FAN (PIZZA OVEN)	
46.1	1	EXHAUST HOOD WITH FAN (CONV. OVEN & GRIDDLE)	
46.2	1	SUPPLY AIR FAN FOR HOOD (48" & 36")	
47	3	HAND SINK, WALL MOUNT	
48	1	60" REFRIGERATOR, MEDIUM PREP	
48.1	2	WALL SHELF (DOUBLE STACKED)	
49	1	CONVECTION OVEN, GAS	
49.1	1	WORK TABLE W/CASTERS	
50	1	60" REFRIGERATOR, SALAD PREP	
51	1	WORK TABLE	
52	1	FOOD WARMER, COUNTER TOP	
53	1	72" REFRIGERATED PIZZA TABLE	
54	1	72" REFRIGERATED PIZZA TABLE	
54.1	1	27" REFRIGERATED PREP TABLE, GLUTEN FREE	
54.2	2	SHELF, WALL MOUNT (DOUBLE STACKED)	SHOP'S RESP.
55	1	DOUBLE TIER PASS-THRU SHELF	
56	1	SINGLE TIER PASS-THRU SHELF	
57	1	FREEZER, WORK TOP	
58	1	FOOD WARMER, COUNTER TOP	
59	1	INSULATED ICE BIN	
60	1	MICROWAVE OVEN	
61	--	<SPARE NUMBER>	
62	1LT	SHELVING UNIT	
63	3	SODA DISPENSER NOZZLE (MUST GROUP-IN)	BY OTHER
63.1	3	PUMP STICK FOR SODA DISPENSER	BY OTHER
64	2	ICED TEA BREWER	BY OTHER
65	4	ICED TEA DISPENSER	BY OTHER
67	1	UNDERCOUNTER FOOD REFRIGERATOR W/CASTERS	
68	3	UNDERCOUNTER FOOD WARMING CABINET	
69	--	<SPARE NUMBER>	
70	1LT	P.O.S. SYSTEM	BY OTHER
71	1	POS SHELF	SHOP'S RESP.
72	1	BEVERAGE COUNTER W/SINK, 1BIN	
73	1	TO-GO COUNTER	BY OTHER
74	--	<SPARE NUMBER>	
75	--	<SPARE NUMBER>	

BAR EQUIPMENT

B1	1	UNDERBAR WARE SINK	
B2	2	COCKTAIL STATION W/GOLD PLATE & SPECIMAL	
B2.1	2	SODA GUN HOLDER & TUBING CHASE	
B3	2	BLENDER STATION	
B4	1	READY-IN BULK FROSTER W/CASTERS	
B4.1	--	<SPARE NUMBER>	
B5	2	BACK BAR COOLER W/CASTERS	
B6	--	<SPARE NUMBER>	
B7	1	BEER TOWER WITH DRAIN PAN AND RISER	
B8	2	BLOWERS FOR BEER SYSTEM	NOT SHOWN
B9	1	UNDERBAR DRAIN BOARD	
B9.1	1	UNDERBAR DRAIN BOARD	
B10	1	UNDERBAR LIQUOR STEP	
B11	1	UNDERBAR GLASSWASHER	
B12	1	UNDERBAR DRAINBOARD W/DUMP SINK	
B13	1	FROZEN MERCHASE	BY OTHER
B14	--	<SPARE NUMBER>	
B15	2	POS CABINET	
B16	1LT	BAR TOP & RAILINGS	BY OTHER
B17	2	CORNER DRAINBOARD	
B18	--	<SPARE NUMBER>	

EQUIPMENT SPECIFICATION NOTE:
EQUIPMENT INFORMATION (INCLUDING, BUT NOT LIMITED TO, DIMENSIONS & UTILITY CONNECTIONS) CONTAINED IN THESE DOCUMENTS IS APPLICABLE ONLY FOR THE EQUIPMENT SPECIFIED BY SESC. (STRATEGIC EQUIPMENT & SUPPLY CORP.). SESC SHALL NOT BE RESPONSIBLE FOR DEVIATION(S) FROM THE SPECIFIED EQUIPMENT AND/OR USE OF THESE DOCUMENTS SHOULD DEVIATION(S) TO EQUIPMENT SPECIFICATION(S) BE INCORPORATED. DOCUMENT MODIFICATION/COORDINATION DUE TO CHANGES IN EQUIPMENT SPECIFICATION(S) SHALL BE THE RESPONSIBILITY OF OTHERS.





FOOD SERVICE PLAN REVIEW
Reviewer _____ Date 07/25/2022
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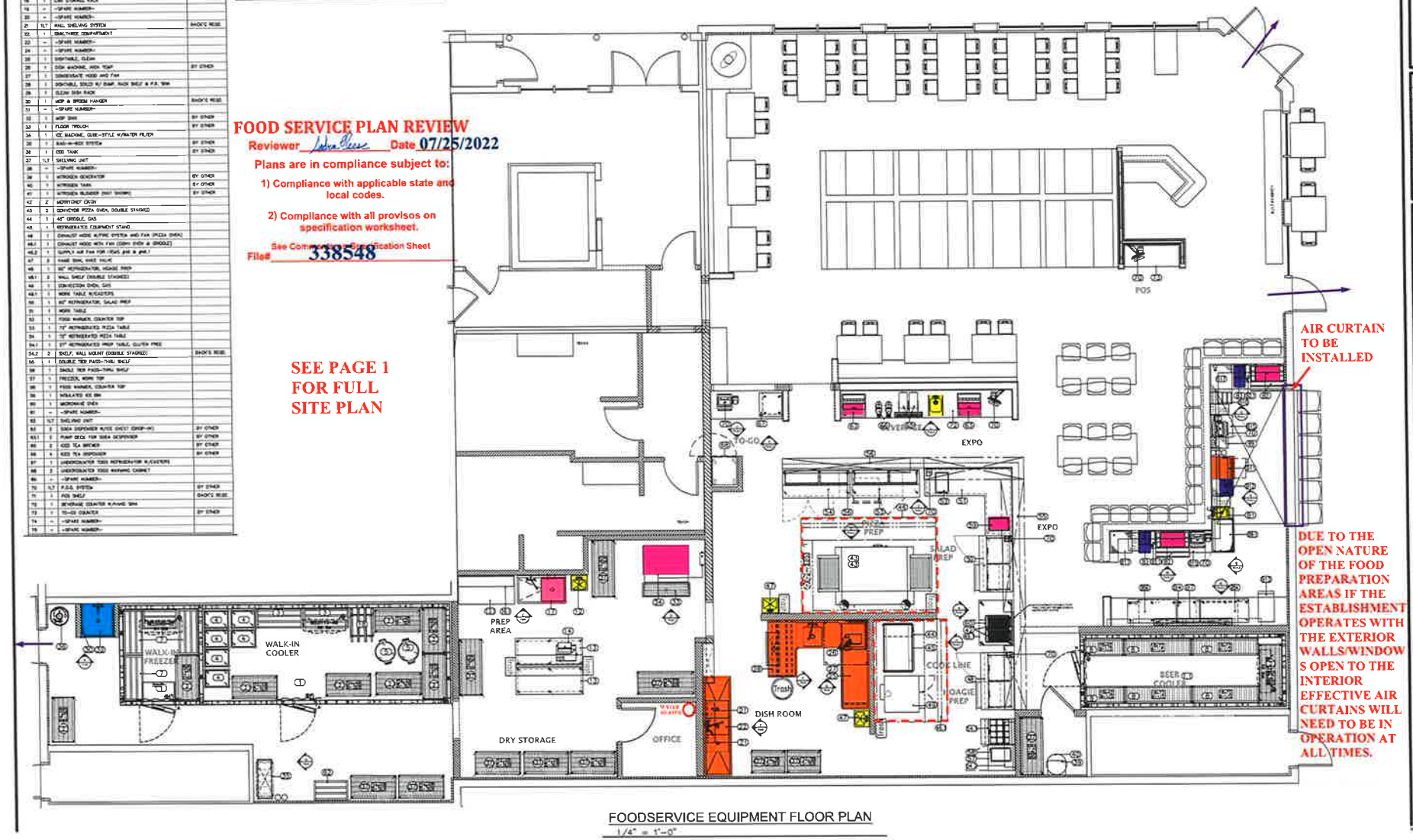
See Comments or Specification Sheet
File# 338548

SEE PAGE 1 FOR FULL SITE PLAN



DUE TO THE OPEN NATURE OF THE FOOD PREPARATION AREAS IF THE ESTABLISHMENT OPERATES WITH THE EXTERIOR WALLS/WINDOWS OPEN TO THE INTERIOR EFFECTIVE AIR CURTAINS WILL NEED TO BE IN OPERATION AT ALL TIMES.

FOODSERVICE EQUIPMENT FLOOR PLAN
1/4" = 1'-0"

2601 S. Valley Pkwy, Ste. 200
Lewisville, TX 75067
P. 469-240-7200
F. 469-240-7201
trimarkusa.com

This document contains confidential information, is an instrument of a professional service, and the property of TriMark. It shall not be used on other projects or for the extension of this project without TriMark's written approval.

Owner and all Contractors to check and verify existing dimensions and conditions in the field before starting construction and to notify TriMark of any material or detail changes.

REVISIONS

DATE	NO.	DESCRIPTION

MELLOW MUSHROOM PIZZA BAKERS
OCALA, FL
NEW STORE

PROJECT NUMBER:
DATE: 09-03-2021
SCALE: 1/4"=1'-0"
DRAWN BY: MJW/EMB
APPROVED BY: KB

SHEET TITLE: FOOD SERVICE EQUIPMENT FLOOR PLAN

SHEET NUMBER: FS-1

File #: 2024-0222 Agenda Item #: 6b.

Submitted By: Endira Madraveren

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Ordinance 2024-1 to rezone from PUD-0, Planned Unit Development, to PD, Planned Development for property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00), approximately 14.15 acres (PD23-45098) (Quasi-Judicial) - Postponed from the October 17, 2023, City Council meeting - Request to postpone to the December 19, 2023, City Council meeting

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Applicant: Impact Development Partners, LLC
- Property Owner: 31st Street, LLC
- Agent: Fred N. Roberts Jr, Esq, Klein & Klein, LLC
- The subject property was a portion of a larger PUD. The original PUD has been expired for over 25 years. This property was shown as residential on the expired PUD, but had no specific development standards as it relates to design.
- The property is surrounded on three sides by assisted living facilities and multi-family complexes.
- The traffic study is currently under review; staff has recommended revisions to the original submittal. An approved traffic study is required prior to approval of the final site plan.
- The PD plan includes enhanced design features, including Florida-Friendly plantings in the buffers and open space, pedestrian walking trails, and enhanced landscaped entrances.
- Taller, four-story buildings are proposed to be located at the interior of the development, with the three-story buildings on the exterior.
- Planning & Zoning Commission recommended approval with a three to two vote at their September 11, 2023 meeting.

FINDINGS AND CONCLUSIONS:
The PD, Planned Development zoning district is consistent with the land development regulations, and compatible with the surrounding area. Staff recommends approval.

FISCAL IMPACT:
N/A

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes
- Deny
- Table

ORDINANCE 2024-1

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF OCALA, FLORIDA, CHANGING FROM PUD-0, PLANNED UNIT DEVELOPMENT, TO PD, PLANNED DEVELOPMENT, FOR CERTAIN PROPERTY LOCATED AT THE NORTHWEST CORNER OF SE 24TH ROAD AND SE 31ST STREET, OCALA, FLORIDA (PARCEL 29851-000-00) (CASE NO. PD23-45098); PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

Section 1. The following described lands are hereby rezoned and reclassified according to the zoning regulation of the City of Ocala, Florida, as PD, PLANNED DEVELOPMENT:

COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/ 4 OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID NW 1/ 4, S. 89°56'41" E., A DISTANCE OF 1080.27 FEET; THENCE N. 00°12'48" W., A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SE 31ST STREET, A 100.00 FOOT RIGHT OF WAY AS NOW CONSTRUCTED, AND THE POINT OF BEGINNING; THENCE CONTINUE N. 00°12'48" W., A DISTANCE OF 951.41 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SE 24TH STREET ROAD (ALSO KNOWN AS OAKHURST ROAD), A 60 FOOT RIGHT OF WAY AS NOW CONSTRUCTED; THENCE

ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S. 56°21 '35" E., A DISTANCE OF 1138.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING S. 29°53'06" E., A DISTANCE OF 328.30 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.15 FEET THROUGH A CENTRAL ANGLE OF 52°40'27" TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING, S. 43°10'06" W., A DISTANCE OF 51.10 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.29 FEET THROUGH A CENTRAL ANGLE OF 93°47'02" TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SE 31ST STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N. 89°56'41" W., A DISTANCE OF 1072.61 FEET TO THE POINT OF BEGINNING.

Section 2. The zoning map of the City of Ocala is hereby amended to reflect the change in zoning classification from PUD-0, Planned Unit Development, to PD, Planned Development, as to lands described in Section 1 of this ordinance.

Section 3. Severability Clause. Should any provision or section of this ordinance be held by a Court of Competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall become effective upon the later of:

a. Approval by the mayor, or upon becoming law without such approval or

b. The adoption of Resolution # _____ related to the associated PD plan and standards book.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
James P. Hilty Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2023.

By: _____
Reuben Kent Guinn

Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No: 2024-1
Introduced: 10/3/2023
Adopted: Click or tap to enter a date.
Legal Ad No: Click or tap here to enter text.

File #: 2023-1705 Agenda Item #: a.

Impact Development Partners, LLC / PD23-45098

Petitioner: Impact Development Partners, LLC
Agent: Fred N. Roberts, Jr, Esq, Klein & Klein, LLC
Planner: Endira Madraveren 352-629-8440
emadraveren@ocalafl.gov

A request to rezone from PUD-0, Planned Unit Development, to PD, Planned Development, and approval of PD Plan with Design Standards, property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00), approximately 14.15 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, October 3, 2023,** City Council meeting and second and final hearing at the **Tuesday, October 17, 2023**.

CITY OF OCALA
Meeting Date: September 11, 2023
PLANNING AND ZONING COMMISSION REPORT

Subject: PD Rezoning & Plan with Design Standards

Submitted By: Endira Madraveren, AICP

Department: Growth Management

Ordinance Reading Date: October 3, 2023 (1st City Council reading)
October 17, 2023 (2nd & final City Council meeting)

Resolution Reading Date: October 17, 2023

STAFF RECOMMENDATION (Motion Ready): Approval of a rezoning from PUD-0, Planned Unit Development, to PD, Planned Development, and approval of PD Plan with Design Standards for approximately 14.15 acres of property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00) (Case PD23-45098).

OCALA'S RELEVANT STRATEGIC GOALS: Economic Hub, Quality of Place

BACKGROUND:

- **Applicant:** Impact Development Partners, LLC
- **Property Owner:** 31st Street, LLC
- **Agent:** Fred N. Roberts Jr, Esq, Klein & Klein, LLC
- The subject property was approved as PUD, the original PUD has been expired for over 25 years. Due to municipal record keeping, the previously approved development standards are no longer available.
- The property is surrounded on three sides by assisted living facilities and multi-family complexes.
- The traffic study is currently under review, staff has recommended revisions.
- The PD plan includes enhanced design features, including Florida-Friendly plantings in the buffers and open space, pedestrian walking trails, and enhanced landscaped entrances.
- Taller, 4-story buildings are proposed to be located towards the interior of the development, with the 3-story buildings on the exterior.

FINDINGS/CONCLUSIONS: The PD plan is consistent with the land development regulations, and it is compatible with the surrounding area.

FISCAL IMPACT: N/A

ALTERNATIVES:

- Approve
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report

- Case Map
- Aerial
- PD Standards
- Planned Development Plan
- Master Landscape Plan
- Letter of Opposition

Applicant: Impact Development Partners, LLC

Agent: Fred N. Roberts Jr, Esq, Klein & Klein, LLC

Property Owners: 31st Street, LLC

Project Planner: Endira Madraveren

Zoning from: PUD-0, Expired Planned Unit Development
to: PD, Planned Development

Parcel Information

Acres: ±14.15 acres
Parcel(s)#: 29851-000-00
Location: northwest corner of SE 24th Road and SE 31st Street
Existing use: Undeveloped

Adjacent Land

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity	PUD-14	Brookdale Assisted Living Facility
East	Low Intensity	PUD-07 PUD-14	Casa Park Villas Subdivision Brookdale Assisted Living Facility
South	Neighborhood	R-1, Single-Family Residential	South Point Subdivision
West	Low Intensity	PUD-10	Marion Woods Assisted Living Facility

Background:

The subject property was annexed into the City in 1973. It was approved as a Planned Unit Development; staff was able to locate documentation that the PUD was expired prior to the South Point subdivision development in 1998. Due to municipal record keeping, the previously approved development standards are no longer available.

The PD plan and Standards Book, which have gone through three rounds of review at staff level, propose a 260-dwelling unit apartment complex with a density of 18.0 units per acre for the 14.15-acre site. The maximum density in the Low Intensity future land use is 18 dwelling units per acre. The maximum height of the development will be 55-feet with the taller, 4-story buildings located interior to the parcel. A 15-foot enhanced landscape buffer is proposed along SE 31st Street. The remaining buffers around the perimeter of the property vary between 10 and 15-feet. A secondary access is proposed at the NE corner of the subject property.

The PD Standards book provides for enhanced features including Florida-Friendly plant species within the buffers and open space, pedestrian walking trails, and landscaped entrances.

Planned Development Required Standards (Section 122-942)

(a) In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council

shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:

1. *Access.* Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

   Staff Response: The proposed development has access onto SE 31st Street and SE 24th Road.

2. *Buffers.* When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

   Staff Response: The PD does not abut a less intensive use. The development will provide enhanced landscaped buffers along SE 31st Street, SE 24th Road, and the western boundary abutting Marion Woods Assisted Living Facility.

3. *Underground utilities*. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must be effectively screened, and thereby may be excluded from this requirement.

   Staff Response: Utilities are proposed to be located underground such that tree installations are possible without conflict.

4. *Open space.* Open space requirements for a PD are as follows:
   a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

      Staff Response: There is a proposed minimum 40% open space. These areas will include enhanced landscaping with walking trails.

   b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

      Staff Response: Aggregate open space will be provided per Section 122-924(4). Gross open space is calculated at 5.87-acres, with proposed aggregate open space calculated at 0.63-acres.

   c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents

rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Response: Open space is clustered into usable recreation areas for residents.

d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Response: There is a proposed minimum 40% open space. These areas will include enhanced landscaping with walking trails.

5. *Unified control.* The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

   Staff Response: The application includes a Letter of Authorization signed by the current property owners – 31st Street, LLC.

6. *Phasing.* City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

   Staff Response: Phasing will be determined during the site plan process.

7. *Platting.* All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

   Staff Response: A subdivision process is not required for this development.

8. *Site plan review*. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

   Staff Response: Subsequent to PD approval by City Council, the site plan may be submitted for staff review by the applicant.

9. *Development.* A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

   Staff Response: N/A.

10. *Access to utility systems and public services.* A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

    Staff Response: Utility services are outlined in detail in the Level of Service Impact Analysis below. All utility services are located in proximity to the development.

Staff Recommendation: Approval of PD23-45098

Basis for Approval:
The PD plan is consistent with the land use category and land development regulations. Staff recommends approval.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. The requested zoning designation of PD, Planned Development, is eligible to implement the land use designation of Low Intensity and the PD plan is consistent with chapter 122, article V, division 30 of the City's land development regulations.
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Level of Service Impact Analysis:

Transportation: Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The Traffic Study is currently under review. Although the study has not been completed, it appears that the developer will be responsible for extending the eastbound left-turn lane on SE 31st Street at SE 17th Court/project driveway. They will also be required to submit several supplemental items such as: a 3-year crash history review for the intersections of SE 31st Street at 17th Court and SE 24th Road as well as recommendations to mitigate failures for built-out conditions at the unsignalized intersection of SE 31st Street and SE 24th Road.

Potable Water: Water service is available. An existing 8-inch water distribution main runs along SE 31st Street, while a 12" water distribution main runs along SE 24th Road.

Sanitary Sewer: Sewer service is available. Existing 8-inch gravity mains run along both SE 31st Street and SE 24th Road.

Stormwater: This property is not located within a flood zone. Facilities must be designed to provide flood protection for a 100 year 24-hour storm event. For any future development, runoff must be retained on-site to match pre-development conditions.

Solid Waste: Service is available. Dumpster locations will be determined during site plan approval.

Fire Service: City Fire Station #7 is located within a 0.5-mile radius.

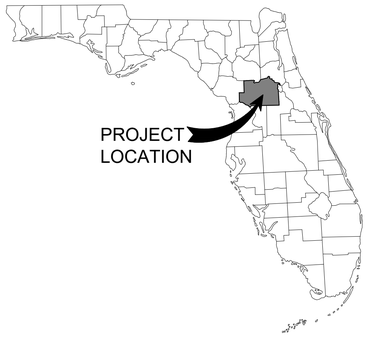
Schools: The impacted schools are currently experiencing localized overcrowding for South Ocala Elementary, Osceola Middle, and Forest High.

Zoning Classification

Proposed:

A planned development (PD) zoning district is intended to provide a process for the evaluation of unique, individually planned developments, which may not be otherwise permitted in zoning districts established by this chapter. Standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining the absolute authority of city council to establish such conditions, stipulations, limitations and restrictions as it deems necessary to protect the public health, safety and general welfare.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



HōM OCALA
PLANNED DEVELOPMENT

CITY OF OCALA, FLORIDA

SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST

PARCEL ID # 29851-000-00

JULY 2023

PARKING CALCULATIONS:

PARKING REQUIRED:

MAXIMUM OF 260 UNITS AT 1.5 SPACES/UNIT	=	390 SPACES
REQUIRED =		390
PROVIDED =		408 SPACES

NOTES:

1. REQUIRED AND PROVIDED HANDICAP PARKING IS PER ADA (LATEST EDITION) AND CHAPTER 11 F.B.C.

TRAFFIC:

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
3 Story Buildings (ITE LUC 220)	180 DU	1,229	79	19	60	98	62	36
4 Story Buildings (ITE LUC 221)	80 DU	335	24	6	18	32	20	12
Total Net New Trips		1,564	103	25	78	130	82	48

Note 1: Trip Generation was derived using the ITE Trip Generation Manual, 11th Edition.

Multifamily Housing (Low-Rise, 2-3 floors) [ITE 220]

Daily	T = 6.41*(X) + 75.31 (X is Number of Dwelling Units)
AM Peak Hour of Adjacent Street	T = 0.31*(X) + 22.85 (X is Number of Dwelling Units; 24% in, 76% out)
PM Peak Hour of Adjacent Street	T = 0.43*(X) + 20.55 (X is Number of Dwelling Units; 63% in, 37% out)

Multifamily Housing (Mid-Rise, 4-10 floors) [ITE 221]

Daily	T = 4.77*(X) - 46.46 (X is Number of Dwelling Units)
AM Peak Hour of Adjacent Street	T = 0.44*(X) - 11.61 (X is Number of Dwelling Units; 23% in, 77% out)
PM Peak Hour of Adjacent Street	T = 0.39*(X) + 0.34 (X is Number of Dwelling Units; 61% in, 39% out)

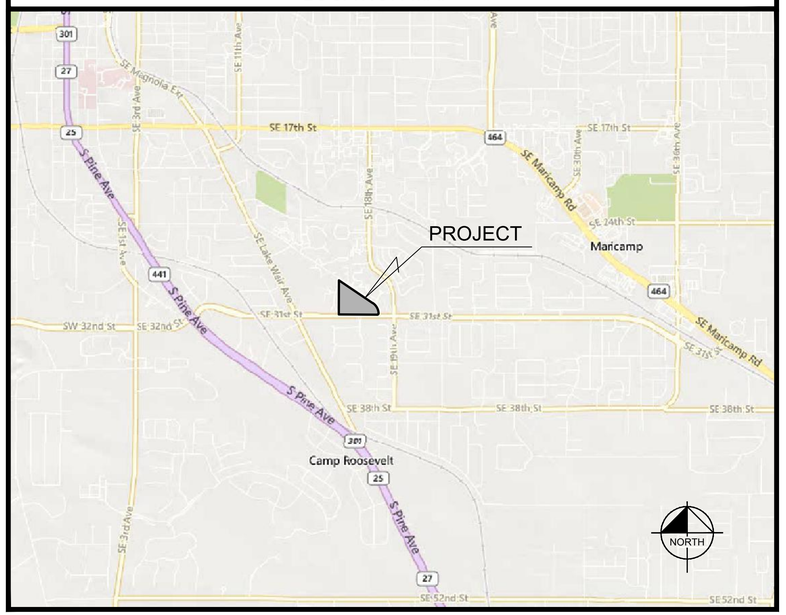
UTILITY PROVIDERS

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
CENTURYLINK	BILL MCCLOUD	(850) 599-1444
CITY OF OCALA TELECOMMUNICATIONS	OSHANE PARKER	(352) 401-6950
CITY OF OCALA WATER & SEWER DEPARTMENT	STACEY FERRANTE	(352) 351-6775
COX CABLE	MICHELLE OSBORNE	(478) 314-3577
OCALA ELECTRIC UTILITY	RANDY HAHN	(352) 351-6615
TECO PEOPLES GAS - OCALA	JOAN DOMNING	(813) 275-3783

OVERHEAD ELECTRIC NOTES

1. PER CITY ORDINANCE (118-101-(a)-6e) TREES SHALL NOT BE PLANTED WITHIN 30' OF OCALA ELECTRIC UTILITY'S OVERHEAD ELECTRIC TRANSMISSION LINE.
2. BUSINESS SIGNAGE MUST MAINTAIN A 7.5 FT HORIZONTAL CLEARANCE AND AN 8 FT VERTICAL CLEARANCE FROM THE OVERHEAD POWER LINES.

LOCATION MAP



DRAWING INDEX

SHEET	TITLE
PD001	COVER SHEET
PD002	PLANNED DEVELOPMENT PLAN
PD003	MASTER LANDSCAPE PLAN
PD004	EXISTING TOPOGRAPHY
1 OF 2	SURVEY
2 OF 2	SURVEY

PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
31ST STREET, LLC
101 N.E. 16TH AVENUE
OCALA, FLORIDA 34470-6904

DEVELOPER:
IMPACT DEVELOPMENT, LLC
900 CIRCLE 75 PARKWAY, SUITE 550
ATLANTA, GEORGIA 30339

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200
OCALA, FLORIDA 34471
(352) 438-3000

SURVEYOR:
R.M. BARRINEAU AND ASSOCIATES, INC.
OAKHURST PROFESSIONAL PARK
1309 SE 25TH LOOP, SUITE 103
OCALA, FLORIDA 34471

LEGAL DESCRIPTION

PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 3972, PAGE 1780 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 1080.27 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 31ST STREET, A 100 FOOT RIGHT OF WAY AS NOW CONSTRUCTED, AND THE POINT OF BEGINNING;THENCE CONTINUE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 951.41 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHEAST 24TH STREET ROAD (ALSO KNOW AS OAKHURST ROAD), A 60 FOOT RIGHT OF WAY AS NOW CONSTRUCTED; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 56 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 1138.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING SOUTH 29 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 328.30; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.15 FEET THROUGH A CENTRAL ANGLE OF 52 DEGREES 40 MINUTES 27 SECONDS TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 10 MINUTES 06 SECONDS WEST, A DISTANCE OF 51.10 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.29 FEET THROUGH A CENTRAL ANGLE OF 93 DEGREES 47 MINUTES 02 SECONDS TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTHEAST 31ST STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, A DISTANCE OF 1072.61 FEET TO THE PONT OF BEGINNING.

GENERAL NOTES

WATER:
POTABLE WATER WILL BE PROVIDED BY CITY OF OCALA.

SEWER:
WASTEWATER WILL BE PROVIDED BY CITY OF OCALA.

FEMA DESIGNATION:
PER FEMA FIRM PANEL NUMBER 12083C0536D EFFECTIVE AUGUST 27, 2008, THE PROJECT AREA LIES IN ZONE 'X', AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP.

DRAINAGE SUMMARY:
THIS PROJECT SHALL UTILIZE ON-SITE WATER RETENTION AREAS SIZED TO MEET THE REGULATORY REQUIREMENTS OF THE CITY OF OCALA AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT. ALL RETENTION AREAS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER. PROPOSED DRAINAGE RETENTION AREAS SHALL HAVE MAXIMUM SIDE SLOPES OF 4:1.

MAINTENANCE:
THE PROPERTY OWNER SHALL PROVIDE PERPETUAL MAINTENANCE FOR THE PRIVATE STREETS, NEW & REPLACEMENT STREET SIGNS, DRAINAGE SYSTEMS AND COMMON AREAS OF THE DEVELOPMENT AND FOR OPERATION AND MAINTENANCE OF ALL PRIVATE FACILITIES. ROADS DESIGNATED FOR DEDICATION TO THE PUBLIC SHALL BE MAINTAINED BY THE CITY OF OCALA.

PLANNED DEVELOPMENT NOTES

1. THE PLANNED DEVELOPMENT SHALL BE IN COMPLIANCE WITH ALL CONDITIONS OF ORDINANCE 2022-62.
2. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO SUBMIT A TRAFFIC IMPACT ANALYSIS THAT IS CONSISTENT WITH THE CITY'S TRAFFIC STUDY GUIDELINES AND CONCURRENCY MANAGEMENT SYSTEM. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO PROVIDE ALL NECESSARY TRAFFIC IMPROVEMENTS MITIGATIONS AS DETERMINED BY A TRAFFIC ANALYSIS.
3. PER CODE OF ORDINANCES SECTION 122-942(a)(4), THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
4. OPEN SPACE FOR THIS DEVELOPMENT SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, WATERWAYS, LANDSCAPED YARDS AND PATIOS, NATURE TRAILS, PRESERVES, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.
5. ANY FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.
6. ALL LANDSCAPING AND IRRIGATION DESIGN PLANS FOR THE ENTIRE PD ARE REQUIRED TO BE COMPLETED BY A REGISTERED LANDSCAPE ARCHITECT. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS, AND BE INVOLVED IN THE SITE CLEARING PROCESS TO ENSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN TO BE SAVED ON ANY FINAL LANDSCAPE PLANS.
7. PRIOR TO APPROVAL OF ANY SITE PLAN, AN ENVIRONMENTAL ASSESSMENT MEETING THE REQUIREMENTS OF THE CITY OF OCALA LAND DEVELOPMENT CODE MUST BE APPROVED BY THE CITY OF OCALA.
8. ALL IMPACT FEES WILL BE DETERMINED AT SITE PLAN REVIEW.
9. ALL TRAFFIC CONRTOL MARKINGS, WAYFINDING, AND LIGHTING DESIGN WILL DETERMINED AT SITE PLAN REVIEW.
10. ALL NEW FREESTANDING SIGNAGE TO BE LOCATED ON THE AMENDMENT PARCEL OR ANY PORTION THEREOF AT THE TIME OF DEVELOPMENT SHALL BE LIMITED TO GROUND MOUNTED SIGNAGE STRUCTURES. THE FINAL DESIGN, LOCATIONS, AND NUMBER OF FREESTANDING SIGNS SHALL BE REVIEWED AND APPROVED AS PART OF THE SITE PLAN.

No.	REVISIONS	DATE	BY

Kimley»Horn

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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT
242197000
DATE
JULY 2023
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY TEF
CHECKED BY JAF

COVER SHEET

HōM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD001



NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

LAND USE LEGEND

- Ⓡ - RECREATION
- OPEN SPACE
- DRA - DRAINAGE RETENTION AREA
- ROAD/ACCESS LOCATION
- AGGREGATE OPEN SPACE
- GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN

SITE DATA TABLE

PROJECT LOCATION	TBD
OWNER/DEVELOPERS	OWNER: 31ST STREET, LLC 101 N.E. 16TH AVENUE OCALA, FLORIDA 34470-6904 DEVELOPER: IMPACT DEVELOPMENT, LLC 900 CIRCLE 75 PARKWAY, SUITE 550 ATLANTA, GEORGIA 30339
PROPOSED ZONING	PD PLANNED DEVELOPMENT
FUTURE LAND USE	LOW INTENSITY
PROPOSED DEVELOPMENT	MULTI-FAMILY HOUSING
DENSITY	MAXIMUM OF 260 UNITS = 17.7 UNITS/AC.
PARCEL ACCOUNT NUMBER	29851-000-00
SITE GROSS AREA	±14.67 ACRES
OPEN SPACE: REQUIRED TOTAL OPEN SPACE (MIN.) PROPOSED TOTAL OPEN SPACE REQUIRED AGGREGATE OPEN SPACE * PROPOSED AGGREGATE OPEN SPACE	 5.87 AC. (40% OF GROSS ACREAGE) 5.91 AC. (257,508 S.F.) (40.3% OF GROSS ACREAGE) 0.59 AC. (25,751 S.F.) 0.63 AC. (27,423 S.F.)
PROPOSED FLOOR AREA RATIO (F.A.R.)	285,562 S.F. TOTAL = 0.447 F.A.R. (44.7%)
MAXIMUM FLOOR AREA RATIO	0.50 (50.0%)
BUILDING SETBACKS	FRONT YARD = 20' SIDE YARD = 20' REAR YARD = 20'
STREET WIDENING SETBACK	ZERO
BUFFERS	SOUTH = 15' LANDSCAPED BUFFER WEST = 20' NATURAL ENHANCED BUFFER NORTH/EAST = 5' LANDSCAPED BUFFER
MAXIMUM BUILDING HEIGHT	55 FEET
ROADS	PRIVATE
UTILITIES	PRIVATE
DRAINAGE	PRIVATE, WITH PUBLIC FLOWAGE AGREEMENT
AMENITIES	COMMUNITY CLUBHOUSE, POOL, LANDSCAPED & OPEN AREAS, PEDESTRIAN FRIENDLY.
PARKING REQUIRED	1.5 SPACES/DU X 260 UNITS = 390 SPACES

* AGGREGATE OPEN SPACE SHALL BE PROVIDED PER SECTION 122-942(4) OF THE CITY OF OCALA LAND DEVELOPMENT REGULATIONS.

PARKING REQUIREMENTS: EACH DEVELOPMENT WITHIN THE PD SHALL MEET THE REQUIREMENTS IN SECTIONS 122-1001 THROUGH 122-1016 OF THE CITY OF OCALA CODE OF ORDINANCES.

No.	REVISIONS	DATE	BY

Kimley»Horn
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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT	242197000
DATE	JULY 2023
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	TEF
CHECKED BY	JAF

PLANNED DEVELOPMENT PLAN

HōM OCALA

PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
PD002

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LANDSCAPE NOTES:

1. LANDSCAPE DESIGN: THE LANDSCAPE CONCEPT SHOWN ON THIS PLAN IS TO DEMONSTRATE INTENT TO MEET CITY OF OCALA LAND DEVELOPMENT TREE PRESERVATION AND LANDSCAPING REQUIREMENTS. NOT ALL PLANTINGS ARE SHOWN. A COMPLETE LANDSCAPE PLAN WILL BE SUBMITTED DURING THIS PROJECT'S SITE DEVELOPMENT REVIEW PROCESS.
2. EXISTING TREE PROTECTION: GRADING TO REMAIN OUTSIDE OF EXISTING TREE CANOPY LIMITS AS MUCH AS POSSIBLE. USE HAND TOOLS FOR THOSE AREAS THAT MAY REQUIRE MINOR GRADING UNDER EXISTING TREE CANOPIES. CONSTRUCT PROTECTIVE BARRIERS AROUND ALL TREES DESIGNATED TO REMAIN. PROTECTIVE BARRIERS SHALL BE PLAINLY VISIBLE AND SHALL CREATE A CONTINUOUS BOUNDARY AROUND TREES OR VEGETATION CLUSTERS. LOCATE BARRICADES AT THE DRIPLINES OF TREES TO REMAIN. BARRICADE TO BE 4 FT. IN HEIGHT AND STURDY ENOUGH TO ENDURE THROUGHOUT CONSTRUCTION. NO FILL, BUILDING OR CONSTRUCTION MATERIALS, PARKING OF VEHICLES OR EQUIPMENT, OR DEBRIS SHALL BE PLACED WITHIN TREE BARRICADE AREAS. PREVENT ENCROACHMENT OF SILTATION FROM SITE CONSTRUCTION ACTIVITIES WITHIN BARRICADE AREAS.
3. EXISTING UTILITIES: LOCATE ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK. CALL SUNSHINE STATE ONE CALL - SEE LOGO BELOW.
4. FERTILIZER: ADHERE TO REQUIREMENTS WITHIN SEC. 111-137 'FLORIDA FRIENDLY FERTILIZER USE ON CITY LANDSCAPE'.
5. PLANTING PREPARATION: REMOVE ALL CONSTRUCTION DEBRIS, LIMEROCK, GRAVEL, ROAD BEDDING, LITTER, AND OTHER ITEMS POTENTIALLY DAMAGING TO PLANT GROWTH WITHIN PROPOSED LANDSCAPE AND TURF AREAS PRIOR TO PLANTING. MAINTAIN EXISTING GRADES UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. IF FILL IS REQUIRED, USE A CLEAN, SANDY LOAM WITH pH 5.5-6.5 AND EXCAVATED FROM LOCAL SOURCES AND DEEP PITS SUCH THAT IT IS FREE OF WEEDS, SEEDS, LITTER, TOXINS, AND OTHER ITEMS HARMFUL TO PLANTINGS.
6. PRUNING: IF TREE OR ROOT PRUNING IS REQUIRED, THESE ACTIVITIES SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA). PRUNING SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT VERSION OF THE AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS "TREE. SHRUB AND OTHER WOODY PLANT MAINTENANCE" (ANSI A300) AND "PRUNING. TRIMMING. REPAIRING. MAINTAINING, AND REMOVING TREES. AND CUTTING BRUSH—SAFETY REQUIREMENTS" (ANSI Z133). NO MORE THAN 25 PERCENT OF THE CROWN SHOULD BE REMOVED AT ONE TIME. ON YOUNG TREES, LIMB REMOVAL SHALL LEAVE NO MORE THAN 33 PERCENT OF THE TRUNK BARE OF BRANCHES. MINIMIZE IMPACTS ON EXISTING TREE ROOTS. ROOTS OF TREES TO REMAIN THAT ARE ADJACENT TO EXTENSIVE EXCAVATION AND ARE 1" DIAMETER OR OVER SHALL BE HAND CUT AND IMMEDIATELY COVERED WITH SOIL.
7. PLANT MATERIAL: ALL PLANT MATERIALS SHALL MEET 'FLORIDA NUMBER 1' REQUIREMENTS AS PER THE MOST CURRENT EDITION OF 'FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS', FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SHADE TREES TO BE A MINIMUM CALIPER OF THREE AND A HALF INCHES AND EIGHT FEET IN HEIGHT. ORNAMENTAL TREES SHALL BE A MINIMUM CALIPER OF ONE AND A HALF INCHES AND SIX FEET IN HEIGHT.
8. SOD: ALL UNPAVED AND DISTURBED AREAS OUTSIDE OF PROPOSED TREE, SHRUB, AND GROUNDCOVER PLANTINGS SHALL BE SODDED. SEE CIVIL PLANS FOR SODDING INFORMATION FOR STORMWATER FACILITIES. SOD SHALL BE SAND-GROWN, STRONGLY ROOTED, WITHOUT SYNTHETIC STABILIZING MATERIALS, FREE OF PESTS, AND CERTIFIED FREE OF NOXIOUS WEEDS BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY.
9. MULCHING: THREE INCHES OF MULCH SHALL COVER TREE RING PLANTING AREAS AND ALL SHRUB AND GROUNDCOVER PLANTING AREAS. MULCH SHOULD BE NO DEEPER THAN ONE INCH OVER THE TOP OF TREE ROOTBALLS. USE PINE BARK 'MINI NUGGETS' MULCH IN ALL AREAS EXCEPT STORMWATER FACILITIES, IN WHICH PINE STRAW SHALL BE USED. MULCH TO BE FREE OF DEBRIS, STICKS, AND CONES.
10. IRRIGATION: AN AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE FOR LANDSCAPED AREAS THAT ARE NOT WITHIN ALTERNATIVE NATIVE OR DROUGHT-TOLERANT PLANTING AREAS. IRRIGATION SHALL PROMOTE WATER CONSERVATION BY SUCH METHODS AS DRIP IRRIGATION AND/OR EFFICIENT SPRINKLER ZONING, AS WELL AS REDUCING THE AMOUNT OF IRRIGATION AS PLANTS BECOME ESTABLISHED.
11. RESPONSIBILITY: OWNER IS RESPONSIBLE FOR THE SURVIVAL OF PLANTINGS IN A THRIVING CONDITION. ANY DEAD, UNHEALTHY, OR ABUSIVELY PRUNED OR TOPPED PLANTS SHALL BE REPLACED WITHIN 90-DAYS WITH MATERIAL MEETING THE SIZE AND QUALITY AS COMPLIANT WITH CITY REQUIREMENTS.

PROPOSED LANDSCAPE LEGEND

- EXISTING TREE TO REMAIN
- OAK 14 — EXISTING TREE TO BE REMOVED
- SHADE TREE 3-1/2" CALIPER & 8' HEIGHT SELECTED FROM 'SHADE TREE' LIST (50% MIN. TO BE LIVE OAKS)
- ORNAMENTAL/SMALL TREE SELECTED FROM 'ORNAMENTAL TREE' LIST 1-1/2" CALIPER & 6' HEIGHT
- ORNAMENTAL/SMALL TREE SELECTED FROM 'ORNAMENTAL TREE' LIST 1-1/2" CALIPER & 6' HEIGHT
- NATIVE SHRUBS AND ORNAMENTAL GRASS PLANTINGS
- GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN

LANDSCAPING AND OPEN SPACE REQUIREMENTS

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-132.1. - Site development plan shall provide 20% landscaped open space for sites one acre and larger. Per 122-942.4. - For a single-use residential PD, the minimum open space requirement shall be 40%.

	SF	AC
Total Site Area	639025.2	14.67
Required Landscaped Open Space	127805.0	2.93
Provided Landscaped Open Space	257,439.6	5.91
Percentage		40

MINIMUM TREE COVERAGE REQUIRMENTS

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-101.(a) - Any proposed development shall conform to the following minimum tree coverage requirments:

Total Site Area (SF)	639,025
Site Zone	Other than IND/GU
Required Shade Trees: 1 Shade Tree / 5000 SF	128
Total Number of Preserved Shade Trees (as per species included in the 'shade tree' of Ch. 118-32. Definitions)	74
Proposed Number of Shade Trees	67
Total Shade Trees (Preserved + Proposed)	141

PARKING AREA SCREENING AND INTERIOR LANDSCAPING

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-135.
Off-street parking areas shall be screened from bordering streets with a minimum 5' landscaped buffer strip between the parking area and the bordering street and including a 3' min. continuous hedge. Interior landscaping shall account for a minimum of 10% of parking areas. Paved areas other than parking shall have 1 SF of interior landscaping per 50 SF of pavement in all areas exceeding 5,000 SF. Each separate interior landscape area shall contain at least 1 shade tree in a landscape area no smaller than 360 SF, with minimum width of 6'. Wheelstops or curbing shall be installed around landscape areas.

Specific landscape requirements will be provided during site plan submittal review.

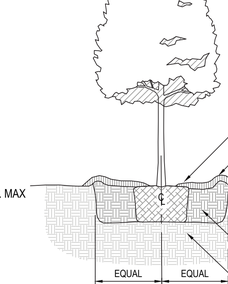
PRESERVATION OF EXISTING TREES

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-101.(b) - Existing viable shade trees shall be retained on the developed site per the following minimum standards.

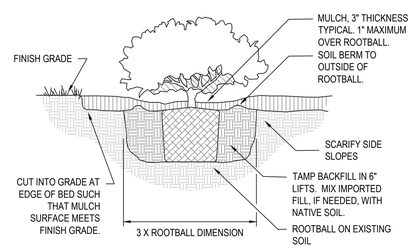
Total Site Area (AC)	14
Existing Viable Shade Trees	1989
Resulting Shade Trees / AC	142.1
Category of Resulting Shade Trees / AC	8.0 or more per acre
4 Viable Shade Trees / AC Required to be Preserved	56
Number of Viable Shade Trees Preserved	74

NOTE: As design progresses, efforts will be made to preserve as many viable shade trees beyond the minimum requirement as possible. A tree preservation and removal plan will be provided at the time of Site Development Review.

NOTE:
1. ENSURE PLANTING PIT DRAINS WELL PRIOR TO INSTALLATION.
2. REMOVE TREE FROM CONTAINER OR REMOVE UPPER 1/3 OF BURLAP AND WIRE MESH FOR B&B TREES.
3. SLICE ROOTBALL VERTICALLY ON OUTSIDE EDGES OF AND AROUND ROOTBALL.
4. TREE TO BE PLUMB. STAKE TREE IF NEEDED. SUBMIT TREE STAKING DETAILS AND LAYOUT FOR APPROVAL.



1 TREE PLANTING DETAIL
SCALE: N.T.S.



2 SHRUB PLANTING DETAIL
SCALE: N.T.S.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

D. BUFFER PLANTINGS ALONG 24th ST: WORK PLANTINGS AROUND EXISTING TREES, 1 UNDERSTORY TREE / 25 LF SHRUB AND ORNAMENTAL GRASS PLANTINGS, 3' HT. MIN. AND 48" O.C. MAX

C. BUFFER PLANTINGS ALONG 24th ST: AREAS BETWEEN BUILDINGS, 1 SHADE TREE / 50 LF 1 UNDERSTORY TREE / 25 LF SHRUB AND ORNAMENTAL GRASS PLANTINGS, 3' HT. MIN. AND 48" O.C. MAX

5' LANDSCAPED PARKING LOT BUFFER REQUIRED BETWEEN PARKING AREAS AND PUBLIC ROADWAYS, INCLUDING CONTINUOUS 3 FT. HEDGE

B. BUFFER PLANTINGS ALONG 24th ST: AT BUILDING FACADES, 1 UNDERSTORY TREE / 25 LF CONTINUOUS SHRUB AND GROUNDCOVER PLANTINGS, 6' WIDE MIN.

A. BUFFER PLANTINGS ALONG RETENTION POND: 1 SHADE TREE / 50 LF 1 UNDERSTORY TREE / 25 LF SHRUB AND ORNAMENTAL GRASS PLANTINGS, 3' HT. MIN. AND 48" O.C. MAX

20' NATURAL ENHANCED PROPOSED BUFFER: EXISTING VEGETATION TO REMAIN BELOW EXISTING TREES. 3' HT. HEDGE PLANTED 3' O.C. AND 1 SMALL TREE 25' O.C. ON AVERAGE LOCATED OUTSIDE OF AND AROUND TREES & VEGETATION TO REMAIN.

15' PROPOSED BUFFER: 3' HT. HEDGE PLANTED 3' O.C. AND 1 SMALL TREE, 25' O.C. ON AVERAGE AND LOCATED ALONG PARKING EDGE TO AVOID UTILITY EASEMENT.

UTILITY EASEMENT

PROPOSED DRA

PROPOSED GAZEBO

PROPOSED DOG PARK

PROPOSED POOL

PROPOSED CLUBHOUSE

MAINT. BLDG

MAIL BLDG

GARAGE BLDG (5 SPACES)

TRASH COMPACTOR

PROPOSED BUILDING #1 3–STORY (30 UNITS)

PROPOSED BUILDING #2 3–STORY (30 UNITS)

PROPOSED BUILDING #3 3–STORY (30 UNITS)

PROPOSED BUILDING #4 4–STORY (40 UNITS)

PROPOSED BUILDING #5 4–STORY (40 UNITS)

PROPOSED BUILDING #6 3–STORY (30 UNITS)

PROPOSED BUILDING #7 3–STORY (30 UNITS)

PROPOSED BUILDING #8 3–STORY (30 UNITS)

S.E. 24TH ROAD (60' RIGHT OF WAY)

S.E. 31ST STREET (100' RIGHT OF WAY)

TAX PARCEL 2981-003-00
S.E. 31ST STREET
OCALA RETIREMENT RESIDENCE
16.67 ACRES MORE OR LESS
ZONING: R-PUD
LAND USE: LOW INTENSITY

INV.=116.85'
6" PVC
TOP= 114.28'
N. INV.= 111.71'
E. INV.= 110.14'
W. INV.= 110.09'

0.72'
104.72'

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER 81405
DATE: ---

KHA PROJECT 241970000
DATE JULY 2023
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY ---
CHECKED BY ---

MASTER LANDSCAPE PLAN

HŌM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD003

TAX PARCEL 2987-000-000
1701 SE 24TH RD
CASA PARK VILLAS
ZONING: PLANNED UNIT DEVELOPMENT
LAND USE: LOW INTENSITY

TAX PARCEL 29863-001-00
1801 SE 24TH RD
BROOKDALE SENIOR LIVING SOLUTIONS
ZONING: PLANNED UNIT DEVELOPMENT
LAND USE: LOW INTENSITY

TAX PARCEL 29851-003-00
1661 SE 31ST STREET
OCALA RETIREMENT RESIDENCE
ZONING: PLANNED UNIT DEVELOPMENT
LAND USE: LOW INTENSITY

EXISTING PARCEL
29851-000-00
±14.67 ACRES

EXISTING SLOPE
ARROW (TYP.)

S.E. 24TH ROAD
(60' RIGHT OF WAY)

S.E. 31ST STREET
(100' RIGHT OF WAY)

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL

JAMESON A. FREDERICK, P.E.

FLORIDA LICENSE NUMBER
81405

DATE: ——

KHA PROJECT
242197000

DATE
JULY 2023

SCALE AS SHOWN

DESIGNED BY	KHA
DRAWN BY	TEF
CHECKED BY	JAF

EXISTING TOPOGRAPHY

HōM OCALA

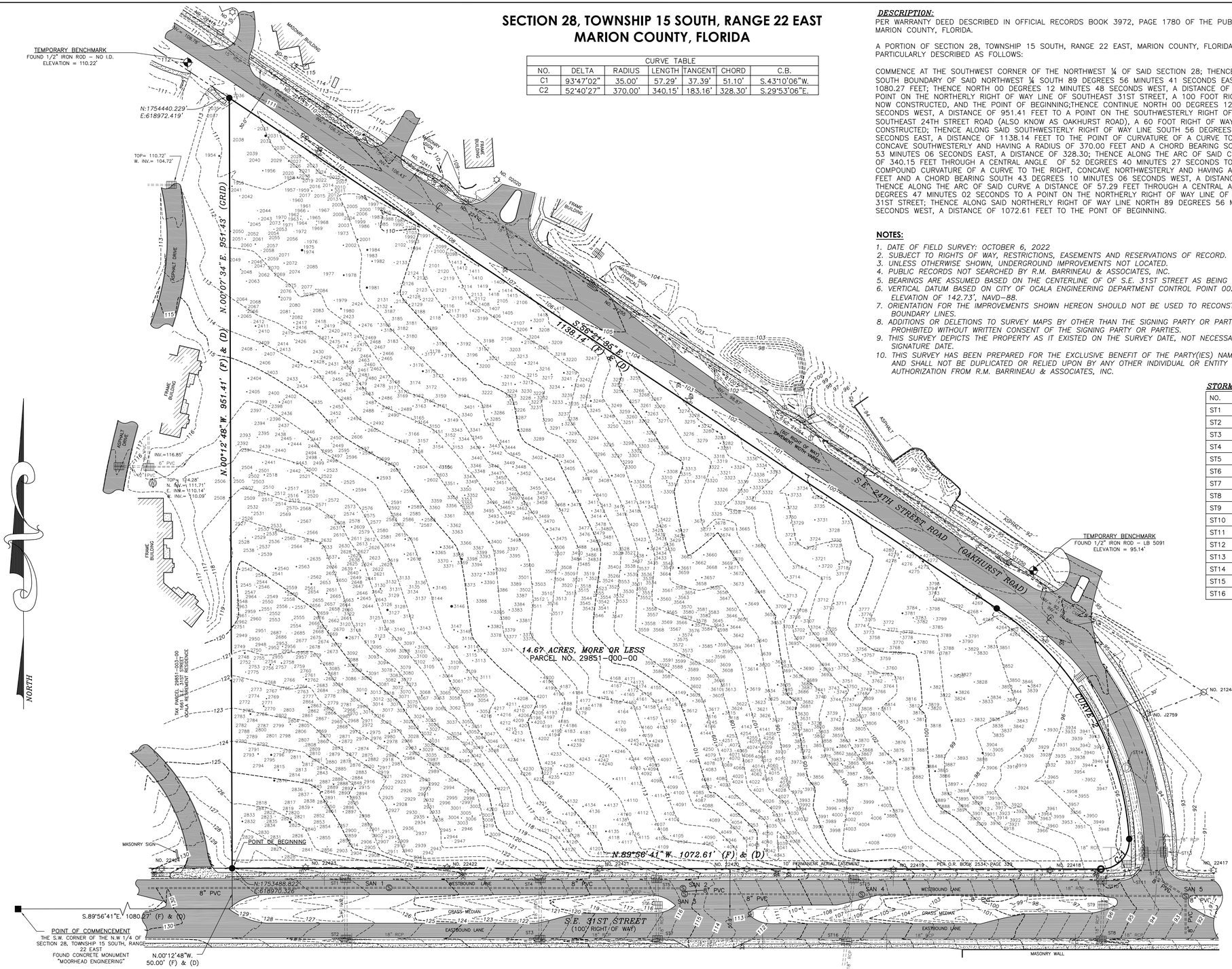
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
PD004

SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST
MARION COUNTY, FLORIDA

CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	C.B.
C1	93°47'02"	35.00'	57.29'	37.39'	51.10'	S.43°10'06"W.
C2	52°40'27"	370.00'	340.15'	183.16'	328.30'	S.29°53'06"E.



DESCRIPTION:

PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 3972, PAGE 1780 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 1080.27 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 31ST STREET, A 100 FOOT RIGHT OF WAY AS NOW CONSTRUCTED, AND THE POINT OF BEGINNING;THENCE CONTINUE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 951.41 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHEAST 24TH STREET ROAD (ALSO KNOW AS OAKHURST ROAD), A 60 FOOT RIGHT OF WAY AS NOW CONSTRUCTED; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 56 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 1138.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING SOUTH 29 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 328.30; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.15 FEET THROUGH A CENTRAL ANGLE OF 52 DEGREES 40 MINUTES 27 SECONDS TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 10 MINUTES 06 SECONDS WEST, A DISTANCE OF 51.10 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.29 FEET THROUGH A CENTRAL ANGLE OF 93 DEGREES 47 MINUTES 02 SECONDS TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTHEAST 31ST STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, A DISTANCE OF 1072.61 FEET TO THE PONT OF BEGINNING.

NOTES:

1. *DATE OF FIELD SURVEY: OCTOBER 6, 2022*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE CENTERLINE OF OF S.E. 31ST STREET AS BEING N.89°56'41"E.*
6. *VERTICAL DATUM BASED ON CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINT 0026 WITH AN ELEVATION OF 142.73', NAVD–88.*
7. *ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.*
8. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
9. *THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.*
10. *THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.*

STORM SEWER ELEVATIONS

NO.	TOP	N. INV.	S. INV.	E. INV.	W. INV.
ST1	125.30'	N/A	121.68'	N/A	N/A
ST2	125.32'	120.85'	N/A	120.85'	N/A
ST3	120.14'	115.54'	N/A	115.54'	115.54'
ST4	120.14'	N/A	116.26'	N/A	N/A
ST5	114.73'	N/A	111.37'	N/A	N/A
ST6	114.83'	110.75'	110.78'	N/A	N/A
ST7	114.69'	110.36'	N/A'	110.36'	111.16'
ST8	94.05'	84.66'	N/A	84.66'	88.46'
ST9	94.17'	85.86'	85.83'	N/A	N/A
ST10	94.42'	N.E. –	86.90'	N/A	N/A
ST11	93.77'	N.E. 86.97'	S.W. 86.96'	87.55'	N/A
ST12	91.83'	87.67'	S.W. 87.55'	N/A	N/A
ST13	91.76'	N/A	N/A	N/A	88.09'
ST14	93.21'	N.W. 88.86'	88.86'	N/A	N/A
ST15	105.73'	N/A	102.18'	N/A	N/A
ST16	105.70'	101.01'	99.74'	99.74'	102.15'

LEGEND *UNLESS OTHERWISE NOTED*

- ℄ = *CENTERLINE OF RIGHT OF WAY*
- *C.B.* = *CHORD BEARING*
- *O.R.* = *OFFICIAL RECORDS OF MARION COUNTY*
- ● = *FOUND 1/2" IRON ROD & CAP – LB 5091*
- ○ = *FOUND 1/2" IRON ROD & CAP – LB 315*
- ◆ = *BENCHMARK/CONTROL POINT*
- *(F)* = *FIELD MEASUREMENT*
- *(D)* = *DEED DIMENSION*
- Ⓓ = *DRAINAGE MANHOLE*
- ▦ = *STORM DRAINAGE GRATE*
- Ⓢ = *SANITARY MANHOLE*
- ⋈ = *SEWER VALVE*
- ○ = *WOOD POWER POLE*
- ☼ = *METAL LIGHT POLE*
- ▯ = *CONCRETE POWER POLE*
- ⟡ = *GUY ANCHOR*
- Ⓣ = *TELEPHONE BOX*
- Ⓒ = *CABLE BOX*
- ◬ = *GAS LINE MARKER*
- ⊸ = *SIGN*
- ⋈ = *FIRE HYDRANT*
- ⋈ = *WATER VALVE*
- Ⓦ = *WATER METER*
- Ⓦ = *WELL*
- *P.V.C.* = *POLYVINYL CHLORIDE*
- *R.C.P.* = *REINFORCED CONCRETE PIPE*
- *A/E* = *AERIAL ELECTRIC*
- = *BROKEN LINE; NOT DRAWN TO SCALE*
- = *DENOTES CONCRETE*
- = *DENOTES ASPHALT*

SANITARY SEWER ELEVATIONS

NO.	RIM	N. INV.	S. INV.	E. INV.	W. INV.
SAN1	125.37'	116.05'	N/A	116.02'	116.11'
SAN2	114.31'	108.07'	107.89'	N/A	107.79'
SAN3	UNABLE TO OBTAIN INVERTS–SEALED SHUT				
SAN4	106.25'	N/A	N/A	99.99'	100.02'
SAN5	91.36'	N.W. 85.36'	85.04'	84.94'	84.86'

FLOOD CERTIFICATION:

PROPERTY LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING PER THE FLOOD INSURANCE RATE MAP, MAP NO. 12083C0536D, COMMUNITY PANEL NO. 120330 05364 D, EFFECTIVE AUGUST 28, 2008.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT THE SURVEY IS IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE.

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. – LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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NO.	REVISIONS	BY	DATE

DRAWN: T.P.B.
REVISED:
REVISED: T.P.B.
CHECKED: T.P.B.
APPROVED: T.P.B.
SCALE: 1" = 60'

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 9209 S.E. 25th Loop • Ocala, FLORIDA 34471
PHONE (352) 690-3330 • FAX (352) 690-3331 • www.rmbarrineau.com
RECORDS: R.M. BARRINEAU & ASSOCIATES, INC. LB 5091
TRAVIS P. BARRINEAU, P.S.M. – LS 6897

BOUNDARY & TOPOGRAPHIC SURVEY FOR: IMPACT DEVELOPMENT PARTNERS

REFERENCES: F.B. 400, POS. 19–31

FILE:

J.O.# 0592

DWG.# 0592 UP_R SITE

SHT 1 OF 2

1405 4" OAK
1406 4" CAMPHOR
1407 6" OAK
1408 8" OAK
1409 9" OAK
1410 10" OAK
1411 14" OAK
1412 14" OAK
1413 24" OAK
1414 22" OAK
1415 10" OAK
1416 16" PINE
1418 15" OAK
1419 24" OAK
1420 10" CHERRY
1421 10" OAK
1954 28" OAK
1955 18" OAK
1956 18" OAK
1957 4" OAK
1958 16" PINE
1959 10" OAK
1960 8" OAK
1961 6" OAK
1962 14" HICKORY
1963 14" HICKORY
1964 10" PINE
1965 14" OAK
1966 14" OAK
1967 7" DOUBLE HICKORY
1968 16" PINE
1969 12" PINE
1970 15" OAK
1971 6" OAK
1972 8" HICKORY
1973 6" OAK
1974 36" PINE
1975 4" CAMPHOR
1976 8" HICKORY
1977 5" CAMPHOR
1978 26" OAK
1979 12" OAK
1980 24" OAK
1981 32" OAK
1982 20" OAK
1983 6" CAMPHOR
1984 30" OAK
1985 12" OAK
1986 6" OAK
1987 8" OAK
1988 16" OAK
1989 16" CAMPHOR
1990 14" PINE
1991 16" OAK
1992 18" OAK
1993 10" OAK
1994 14" OAK
1995 4" CAMPHOR
1996 20" OAK
1997 5" HICKORY
1998 4" CAMPHOR
1999 12" PINE
2000 6" HICKORY
2001 24" OAK
2002 18" OAK
2003 4" OAK
2004 6" OAK
2005 12" PINE
2006 8" OAK
2007 12" OAK
2008 6" OAK
2009 8" OAK
2010 20" OAK
2011 6" OAK
2012 8" OAK
2013 6" OAK
2014 8" OAK
2015 6" CHERRY
2016 16" OAK
2017 6" OAK
2018 12" PINE
2019 8" OAK
2020 4" OAK
2021 6" OAK
2022 10" PINE
2023 14" OAK
2024 14" OAK
2026 5" HICKORY
2027 20" OAK
2028 5" CHERRY
2029 4" CAMPHOR
2030 4" OAK
2031 38" OAK
2032 4" OAK
2033 9" OAK
2035 5" CAMPHOR
2036 24" OAK
2037 4" OAK
2038 4" CAMPHOR
2039 4" OAK
2040 4" OAK
2041 24" OAK
2042 14" OAK
2043 12" OAK
2044 12" OAK
2045 14" OAK
2046 16" PINE
2047 6" HICKORY
2048 16" PINE
2049 8" OAK
2050 16" PINE
2051 14" PINE
2052 10"+5" DOUBLE OAK
2053 14" OAK
2054 6" OAK
2055 10" OAK
2056 4" HICKORY
2057 5" CAMPHOR
2058 9" OAK
2059 16" PINE
2060 18" PINE
2061 6" OAK
2062 9" OAK
2063 14" OAK
2064 6" HICKORY
2065 16" PINE
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2067 12" PINE
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2069 6" OAK
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2072 16" OAK
2073 16" OAK
2074 6" OAK
2075 5" DOUBLE OAK
2076 8" HICKORY
2077 12" PINE
2078 6" OAK
2079 18"+24" DOUBLE OAK
2080 4" CAMPHOR
2081 16" OAK
2082 14" OAK
2083 8" OAK
2084 16" PINE
2085 8" HICKORY
2098 14" OAK
2099 8" OAK
2100 12" OAK
2101 8" OAK
2102 10" OAK
2103 14" OAK
2104 16" OAK
2105 14" OAK
2106 8" OAK
2107 16" OAK
2108 12" OAK
2109 20" OAK
2112 10" OAK
2113 14" OAK
2114 15" OAK
2115 10" PALM
2116 22" OAK
2117 22" OAK
2118 18" OAK
2119 14" OAK
2120 8" OAK
2121 14" OAK
2122 14" OAK
2123 14" OAK
2124 18" OAK
2125 14" OAK
2126 12" OAK
2127 22" OAK
2128 16" PINE
2129 16" OAK
2130 12" PINE
2131 4" OAK
2132 22" OAK
2133 12" DOUBLE OAK
2391 12" PINE
2392 10" OAK
2393 12" OAK
2394 6" SWEETGUM
2395 14" OAK
2396 12" SWEETGUM
2397 6" SWEETGUM
2398 12" PINE

2399 12" PINE
2400 6" OAK
2401 20" PINE
2402 8"+16" DOUBLE OAK
2403 8" SWEETGUM
2404 20" PINE
2405 18" HICKORY
2406 4" SWEETGUM
2407 6" SWEETGUM
2408 14" OAK
2409 20" OAK
2410 8" OAK
2411 22" PINE
2412 8" OAK
2413 14" OAK
2414 8" OAK
2415 10"+12" DOUBLE OAK
2416 16" OAK
2417 16" OAK
2418 16"+6" DOUBLE OAK
2419 20" PINE
2420 8" OAK
2421 20" OAK
2422 12" OAK
2423 10" OAK
2424 8" SWEETGUM
2425 4" SWEETGUM
2426 12" OAK
2427 20" OAK
2428 22" PINE
2429 6" SWEETGUM
2430 8" SWEETGUM
2431 16" HICKORY
2432 8" OAK
2433 18" OAK
2434 8" OAK
2435 10"+12" DOUBLE SWEETGUM
2436 6" OAK
2437 12" OAK
2438 10" OAK
2439 12" OAK
2440 12" OAK
2441 14" OAK
2442 12" DOUBLE OAK
2443 16" OAK
2444 18" OAK
2445 10" OAK
2446 12" PINE
2447 16" PINE
2448 6" OAK
2449 12" PINE
2450 12" OAK
2451 16" PINE
2452 6" OAK
2453 16" OAK
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2455 8" SWEETGUM
2456 14" OAK
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2459 6" SWEETGUM
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2462 12" OAK
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2464 6" SWEETGUM
2465 12" PINE
2466 12" PINE
2467 6" PINE
2468 4" HICKORY
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2477 18" PINE
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2480 4" SWEETGUM
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2482 12" PINE
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2484 10" PINE
2485 10" OAK
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2489 12" OAK
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2491 12" OAK
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2678 8" DOUBLE SWEETGUM
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2680 18" PINE
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2682 12" OAK
2683 14" OAK
2684 6" OAK

2592 20" PINE
2593 30" OAK
2594 16" HICKORY
2595 16" PINE
2596 4" OAK
2597 12" PINE
2598 12" PINE
2599 14" OAK
2600 16" SWEETGUM
2601 4"+6" DOUBLE SWEETGUM
2602 12" PINE
2603 12" PALM
2604 16" OAK
2605 16" OAK
2606 14" OAK
2607 4" SWEETGUM
2608 24" OAK
2609 18" PINE
2610 4" SWEETGUM
2611 12" SWEETGUM
2612 8" SWEETGUM
2613 12" PINE
2614 16" PINE
2615 6" SWEETGUM
2616 20" OAK
2617 16" SWEETGUM
2618 16" SWEETGUM
2619 6" SWEETGUM
2620 14" SWEETGUM
2621 4" SWEETGUM
2622 6" SWEETGUM
2623 6" CAMPHOR
2624 8" SWEETGUM
2625 4" SWEETGUM
2626 10" OAK
2627 8" OAK
2628 16" PINE
2629 14" OAK
2630 10" OAK
2631 6" SWEETGUM
2632 22" OAK
2633 4" SWEETGUM
2634 16" OAK
2635 14" OAK
2636 10" SWEETGUM
2637 18" PINE
2638 6" SWEETGUM
2639 16" PINE
2640 18" PINE
2641 8" SWEETGUM
2642 22" PINE
2643 10" SWEETGUM
2644 6" SWEETGUM
2645 20" PINE
2646 6" OAK
2647 6" OAK
2648 6" SWEETGUM
2649 6" SWEETGUM
2650 12" SWEETGUM
2651 20" OAK
2652 6" SWEETGUM
2653 10" OAK
2654 4" SWEETGUM
2655 4" OAK
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2657 6" OAK
2658 6" PINE
2659 8" OAK
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2669 18" PINE
2670 6" OAK
2671 34" PINE
2672 4" OAK
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2677 6" OAK
2678 8" DOUBLE SWEETGUM
2679 12" OAK
2680 18" PINE
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2845 6" OAK
2846 22" PINE
2847 6" OAK
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2854 12" OAK
2855 12" OAK
2856 14" OAK
2857 8" OAK
2858 24" OAK
2859 4" OAK
2860 12" PINE
2861 6" SWEETGUM
2862 8" PINE
2863 26" PINE
2864 4" OAK
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2885 24" OAK
2886 4" SWEETGUM
2887 6" SWEETGUM
2888 6" SWEETGUM
2889 22" PINE
2890 8" OAK
2891 6" OAK
2892 20" PINE
2893 20" PINE
2894 6" OAK
2895 6" TRIPLE SWEETGUM
2896 6" OAK
2897 16" OAK
2898 5" OAK
2899 8" OAK
2900 12" OAK
2901 10" OAK
2902 10" OAK
2903 4" SWEETGUM
2904 18" OAK
2905 8" OAK
2906 14" SWEETGUM
2907 10" OAK
2908 14" OAK
2909 16" SWEETGUM
2910 4" OAK
2911 10" OAK
2912 14" OAK
2913 10" OAK
2914 6" OAK
2915 5" OAK
2916 12" PINE
2917 18" CHERRY
2918 8" SWEETGUM
2919 10" SWEETGUM
2920 5" SWEETGUM
2921 12" PINE
2922 4" OAK
2923 4" OAK
2924 6" CAMPHOR
2925 6" CAMPHOR
2926 5" OAK
2927 18" PINE
2928 20" PINE
2929 5" OAK
2930 8" SWEETGUM
2931 10" HICKORY
2932 4" SWEETGUM
2933 6" OAK
2934 8" OAK
2935 20" PINE
2936 12" PINE
2937 12" OAK

3038 6" SWEETGUM
3039 14" SWEETGUM
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3042 18" OAK
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3046 8" SWEETGUM
3047 22" PINE
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3049 16" HICKORY
3050 16" PINE
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3053 16" PINE
3054 24" OAK
3055 6" SWEETGUM
3056 6" SWEETGUM
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3058 18" PINE
3059 20" PINE
3060 5" SWEETGUM
3061 22" PINE
3062 8" OAK
3063 5" SWEETGUM
3064 12"+4" DOUBLE SWEETGUM
3065 10" OAK
3066 8" OAK
3067 4" SWEETGUM
3068 20" PINE
3069 20" PINE
3070 5" SWEETGUM
3071 8" SWEETGUM
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3073 10" PINE
3074 12" PINE
3075 4" SWEETGUM
3076 4" SWEETGUM
3077 26" PINE
3078 22" OAK
3079 12"+4" DOUBLE OAK
3080 6"+5" DOUBLE SWEETGUM
3081 8" OAK
3082 6" SWEETGUM
3083 8" SWEETGUM
3084 6" SWEETGUM
3085 24" OAK
3086 12" PINE
3087 18" PINE
3088 8" OAK
3089 6" OAK
3090 10" OAK
3091 16" PINE
3092 6" SWEETGUM
3093 6" SWEETGUM
3094 6" OAK
3095 6" OAK
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3097 6" SWEETGUM
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3099 12" OAK
3100 5" SWEETGUM
3101 5" SWEETGUM
3102 12" OAK
3103 4" SWEETGUM
3104 4" SWEETGUM
3105 5" SWEETGUM
3106 24" OAK
3107 4" SWEETGUM
3108 4" SWEETGUM
3109 5" SWEETGUM
3110 16" PINE
3111 4"+6" DOUBLE SWEETGUM
3112 24" OAK
3113 12" PINE
3114 20" OAK
3115 8" SWEETGUM
3116 4" CAMPHOR
3118 8" SWEETGUM
3119 6" SWEETGUM
3120 5" SWEETGUM
3121 13" SWEETGUM
3122 4" SWEETGUM
3123 22" OAK
3124 8" SWEETGUM
3125 12" PINE
3126 4" SWEETGUM
3127 34" OAK
3128 4" SWEETGUM
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3130 8" SWEETGUM
3131 6" SWEETGUM

3232 14" OAK
3233 12" OAK
3234 18" PINE
3235 16" PINE
3236 16" SWEETGUM
3237 5" OAK
3238 8" CAMPHOR
3239 12" OAK
3240 18" PINE
3241 6" OAK
3242 6" OAK
3243 12" OAK
3244 18" PINE
3245 10" OAK
3246 28" OAK
3247 6" CHERRY
3248 18" OAK
3249 12" SWEETGUM
3250 14" OAK
3251 12" OAK
3252 10" OAK
3253 8" OAK
3255 10" OAK
3256 10" CHERRY
3257 8" SWEETGUM
3259 20" PINE
3260 8" OAK
3261 12" OAK
3262 12" OAK
3263 24" PINE
3264 10" SWEETGUM
3265 8" SWEETGUM
3266 8" SWEETGUM
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3270 10" SWEETGUM
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3274 24" OAK
3275 6" CAMPHOR
3276 8" SWEETGUM
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3279 5" CAMPHOR
3280 24" OAK
3281 18" OAK
3282 18" OAK
3283 18" HICKORY
3284 12" PINE
3285 16" OAK
3286 14" OAK
3287 6" SWEETGUM
3288 26" OAK
3289 6" CAMPHOR
3290 6" SWEETGUM
3291 14" SWEETGUM
3292 12" PINE
3293 14" OAK
3294 14" SWEETGUM
3295 5" SWEETGUM
3296 8" SWEETGUM
3298 8" SWEETGUM
3299 8" OAK
3300 10" OAK
3301 14" OAK
3302 6" SWEETGUM
3303 6" SWEETGUM
3304 18" OAK
3305 8" OAK
3306 6" OAK
3307 12" PINE
3308 14" OAK
3309 18" PINE
3310 18" PINE
3311 14" OAK
3312 16" OAK
3313 16" OAK
3314 10" CHERRY
3315 6" SWEETGUM
3316 5" ELM
3318 4" OAK
3319 8" OAK
3320 12" OAK
3321 12" PINE
3322 12" SWEETGUM
3323 6" OAK
3324 18" PINE
3325 8" CAMPHOR
3326 6" OAK
3327 14" OAK
3328 18" OAK
3329 10" OAK
3330 16" PINE
3331 16" OAK
3332 6" OAK
3333 16" PINE
3334 18" PINE
3335 8" CHERRY
3336 14" OAK
3337 16" PINE
3338 12" OAK
3339 8" OAK
3340 10" OAK
3341 5" SWEETGUM
3342 22" PINE
3343 5" SWEETGUM
3344 8" OAK
3345 4" SWEETGUM
3346 10" OAK
3347 6" SWEETGUM
3348 12" OAK
3349 4" SWEETGUM
3350 18" OAK
3351 16" OAK
3352 18" OAK
3353 4" SWEETGUM
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3356 4" SWEETGUM
3357 16" PINE
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3361 6" SWEETGUM
3362 12" OAK
3363 6" HICKORY
3364 24" OAK
3365 24" OAK
3366 4" SWEETGUM
3367 4" HICKORY
3368 6" SWEETGUM
3369 34" OAK
3370 16" PINE
3371 6" SWEETGUM
3372 4" MIMOSA
3373 4" SWEETGUM
3374 6"+4" DOUBLE SWEETGUM
3375 5" SYCAMORE
3376 12" PINE
3377 10" OAK
3378 4" SWEETGUM
3379 4" SWEETGUM
3380 5" SWEETGUM
3381 16"+18" DOUBLE OAK
3382 24" OAK
3383 16" PINE
3384 6" SWEETGUM
3385 14" OAK
3386 5" SWEETGUM
3387 5" SWEETGUM
3388 5" CHERRY
3389 5" SWEETGUM
3390 18" OAK
3391 18" PINE
3392 18" PINE
3393 8" SWEETGUM
3394 16" PINE
3395 4" SWEETGUM
3396 8" SWEETGUM
3397 12" OAK
3398 4" SWEETGUM
3399 6" OAK
3400 24" OAK
3401 4" CAMPHOR
3402 20" OAK
3403 4" SWEETGUM
3404 16" OAK
3405 18" DOUBLE OAK
3406 5" SWEETGUM
3407 10" OAK
3408 10" OAK
3409 24" OAK
3410 18" OAK
3411 8" OAK
3412 16"+6" DOUBLE SWEETGUM
3413 16" SWEETGUM
3414 20" OAK
3415 12" OAK
3416 14" OAK
3417 12" OAK
3418 12" PALM
3419 12" PALM
3420 8" ELM
3421 16"+16"+10" TRIPLE SWEETGUM
3422 12" SWEETGUM
3423 16" OAK
3424 24" OAK

3425 4" ELM
3426 12" OAK
3427 16" PINE
3428 6" CHERRY
3429 6" CHERRY
3430 14" CHERRY
3431 6" CHERRY
3432 4" SWEETGUM
3433 10" SWEETGUM
3434 12" SWEETGUM
3435 12" SWEETGUM
3436 4" CHERRY
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3438 16" OAK
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3442 16" PINE
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3444 14" OAK
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3458 10" OAK
3459 16" OAK
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3461 22" OAK
3462 20" PINE
3463 6" SWEETGUM
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3497 22" OAK
3498 14" OAK
3499 18" PINE
3500 14" OAK
3501 6" SWEETGUM
3502 5" SWEETGUM
3503 18" PINE
3504 10"+12" DOUBLE HICKORY
3505 8"+12" DOUBLE OAK
3506 12" PINE
3507 8" SWEETGUM
3508 12" SWEETGUM
3509 12" SWEETGUM
3510 8" SWEETGUM
3511 12" OAK
3512 12" SWEETGUM
3513 10" SWEETGUM
3514 16"+6"+4" TRIPLE SWEETGUM
3515 6" SWEETGUM
3516 12" SWEETGUM
3517 10"+10"+4" TRIPLE SWEETGUM
3518 10" SWEETGUM

3619 20" PINE
3620 22" OAK
3621 6" HICKORY
3622 12" PINE
3623 10" PINE
3624 4" SWEETGUM
3625 16" PINE
3626 6" SWEETGUM
3627 16" SWEETGUM
3628 10" OAK
3629 6" +8" DOUBLE SWEETGUM
3630 16" PINE
3631 6" OAK
3632 16" SWEETGUM
3633 7" DOUBLE SWEETGUM
3634 4" SWEETGUM
3635 24" PINE
3636 16" PINE
3637 12" PINE
3638 10" SWEETGUM
3639 6" CHERRY
3640 5" SWEETGUM
3641 6" CHERRY
3642 6" OAK
3643 18" PINE
3644 5" SWEETGUM
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3647 8" CHERRY
3648 6" SWEETGUM
3649 18"+18"+8" TRIPLE SWEETGUM
3650 5" CHERRY
3651 5" OAK
3652 10" CAMPHOR
3653 16" PINE
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3656 5" HICKORY
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3659 5" SWEETGUM
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3662 16" PINE
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3665 5" MAGNOLIA
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3673 8" OAK
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3676 14"+10"+5" TRIPLE SWEETGUM
3677 24" OAK
3678 18" DOUBLE OAK
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3680 14" PALM
3681 6" SWEETGUM
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3685 4" SWEETGUM
3686 4" SWEETGUM
3687 5" SWEETGUM
3688 10" SWEETGUM
3689 10"+5"+4" TRIPLE SWEETGUM
3690 16" OAK
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3692 12" OAK
3693 12" PINE
3694 6" OAK
3695 18" OAK
3696 14" PALM
3697 8" SWEETGUM
3698 10" SWEETGUM
3699 22" PINE
3700 18" SWEETGUM
3701 8"+20" DOUBLE OAK
3702 6"+4" DOUBLE SWEETGUM
3703 16" PINE
3704 6" SWEETGUM
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3706 6" SWEETGUM
3707 12" OAK
3708 18" SWEETGUM
3709 20" PINE
3710 6" SWEETGUM
3711 8"+20" DOUBLE OAK
3712 5" SWEETGUM
3713 18" OAK
3714 14"+18" DOUBLE OAK
3715 8" CAMPHOR
3716 14" PALM
3717 12" PINE
3718 6" CAMPHOR
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3720 16" DOUBLE OAK
3721 12" OAK
3722 18" OAK
3723 16" OAK
3724 16" PINE
3725 14" OAK
3726 14" OAK
3727 12"+18" DOUBLE OAK
3728 5" SWEETGUM
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3730 6" PINE
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3737 22" OAK
3738 18" PINE
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3741 4" SWEETGUM
3742 16" PINE
3743 10" OAK
3744 10" OAK
3745 12" CAMPHOR
3746 4" CAMPHOR
3747 12" OAK
3748 14" OAK
3749 16" PINE
3750 8"+10+12" TRIPLE OAK
3751 4"+8" DOUBLE SWEETGUM
3752 6" SWEETGUM
3753 10" SWEETGUM
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3755 22" OAK
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3786 20"+18" DOUBLE OAK
3787 10" PINE
3788 5" SWEETGUM
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3793 5" CAMPHOR
3794 22" OAK
3795 6" DOUBLE CAMPHOR
3797 8" SWEETGUM
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3799 12" OAK
3800 5" SWEETGUM
3801 6" SWEETGUM
3802 12" PINE
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3805 6" CAMPHOR
3806 16" OAK
3807 5" SWEETGUM
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3814 5" SWEETGUM
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3817 14" PALM
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3823 24" OAK
3824 5" CAMPHOR
3825 16" PINE
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3831 16" OAK
3832 12" OAK
3833 14" OAK
3834 16"+18" DOUBLE OAK
3835 12" PINE
3836 6" PINE
3837 6" SWEETGUM
3838 6" SWEETGUM
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3841 8" OAK
3842 8" OAK
3843 6" OAK
3844 16" OAK
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3847 14" OAK
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3851 8" OAK
3852 6" PINE
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3854 12" PINE
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3858 5" SWEETGUM
3859 6" SWEETGUM
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3861 20" PINE
3862 4" OAK
3863 4" OAK
3864 18"+6" DOUBLE SWEETGUM
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3866 18"+6" DOUBLE SWEETGUM
3867 18" SWEETGUM
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3869 16"+18" DOUBLE SWEETGUM
3870 22" PINE
3871 5" CHERRY
3872 14" OAK
3873 16" CHERRY
3874 14"+10"+6" TRIPLE SWEETGUM
3875 12" SWEETGUM
3876 8" CHERRY
3877 26" PINE
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3900 12" OAK
3901 12" PINE
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3903 30" OAK
3904 6" CAMPHOR
3905 10" PINE
3906 16" OAK
3907 12" PINE
3908 5" SWEETGUM
3909 10" DOUBLE PINE
3910 12" PINE
3911 8" OAK
3912 12" PINE
3913 6" SWEETGUM
3914 16" OAK
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3947 10" OAK
3948 12" PINE
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3950 18" OAK
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3952 10" PINE
3953 12" PINE
3954 10" PINE
3955 16" OAK
3956 12" PINE
3957 10" OAK
3958 16" OAK
3959 12"+10" DOUBLE PINE
3960 6" OAK
3961 20" OAK
3962 12" OAK
3963 16" PINE
3964 16" OAK
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3966 10"+8" DOUBLE PINE
3967 5" OAK
3968 18" OAK
3969 8" SWEETGUM
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3976 18" PINE
3977 20" PINE
3978 14" DOUBLE SWEETGUM
3979 10" SWEETGUM
3981 12"+14" DOUBLE SWEETGUM
3982 18"+6" DOUBLE SWEETGUM
3983 18"+6" DOUBLE SWEETGUM
3984 12" SWEETGUM
3985 12" SWEETGUM
3986 8" SWEETGUM
3987 8" SWEETGUM
3988 14" SWEETGUM
3989 12" OAK
3990 12" PINE
3991 12" PINE
3992 8" OAK
3993 10" OAK
3994 12" PINE
3995 16" PINE
3996 12" SWEETGUM
3997 8" SWEETGUM
3998 12" OAK
3999 8" DOUBLE SWEETGUM
4000 10" PALM
4001 16" OAK
4002 14" PALM
4003 10" OAK
4004 10" SWEETGUM

4005 14" OAK
4006 16" PINE
4007 14" SWEETGUM
4008 14" OAK
4009 22" OAK
4010 10" OAK
4011 8" SWEETGUM
4012 8"+10" DOUBLE SWEETGUM
4013 4" SWEETGUM
4014 4" SWEETGUM
4015 10" HICKORY
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4097 12" PINE
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4099 12" OAK
4100 10" OAK
4101 20" OAK
4102 6" ELM
4103 16" SWEETGUM
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4105 14" OAK
4106 10" OAK
4107 10" OAK
4108 10" OAK
4109 10" OAK
4110 14" OAK
4111 20" PINE
4112 8" OAK
4113 5" SWEETGUM
4114 12" OAK
4115 8"+12" DOUBLE OAK
4116 10" OAK
4117 14" OAK
4118 12" OAK
4119 8" HICKORY
4120 12"+16" DOUBLE OAK
4121 12" OAK
4122 18" OAK
4123 14" OAK
4124 6" OAK
4125 20" OAK
4126 18" OAK
4127 8" OAK
4128 10" OAK
4129 16" OAK
4130 14" PALM
4131 16" OAK
4132 14" OAK
4133 12" OAK
4134 18" PINE
4135 24" PINE
4136 8" OAK
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4146 8" SWEETGUM
4147 16" OAK
4148 12" PINE
4149 10" OAK
4150 10" OAK
4151 8" OAK
4152 18" PINE
4153 12" OAK
4154 12" PINE
4155 6" SWEETGUM
4156 SWEETGUM CLUSTER
4157 12" OAK
4158 16" PINE
4159 16" OAK
4160 12" OAK
4161 8" SWEETGUM
4162 10"+5" DOUBLE SWEETGUM
4163 5" SWEETGUM
4164 10"+4" DOUBLE SWEETGUM
4165 12" SWEETGUM
4166 18" PINE
4167 5" SWEETGUM
4168 12" SWEETGUM
4169 12" OAK
4170 6" OAK
4171 10" SWEETGUM
4172 6" SWEETGUM
4173 16"+6" DOUBLE SWEETGUM
4174 10" OAK
4175 20" PINE
4176 10" SWEETGUM
4177 8" SWEETGUM
4178 16" PINE
4179 12" SWEETGUM
4180 6" CAMPHOR
4181 6" HICKORY
4182 12" OAK
4183 6" SWEETGUM
4184 8"+10" DOUBLE SWEETGUM
4185 8"+14" DOUBLE OAK
4186 10" OAK
4187 14" OAK
4188 12" SWEETGUM
4189 10" SWEETGUM
4190 16" PINE
4191 4" SWEETGUM
4192 6" SWEETGUM
4193 5" SWEETGUM
4194 16" PINE
4195 18" PINE
4196 5" TRIPLE SWEETGUM
4197 8" SWEETGUM

4198 12" SWEETGUM
4199 6" SWEETGUM
4200 14" OAK
4201 18"+16" DOUBLE SWEETGUM
4202 8" OAK
4203 20" PINE
4204 18" PINE
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4221 22" OAK
4222 14" PALM
4223 8" OAK
4224 6" CAMPHOR
4225 8" SWEETGUM
4226 ELM
4227 6" SWEETGUM
4228 6" OAK
4229 5" SWEETGUM
4230 6"+5" DOUBLE SWEETGUM
4231 6" CHERRY
4232 6" SWEETGUM
4233 10" SWEETGUM
4234 14" OAK
4235 14" OAK
4236 24" OAK
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4246 18" OAK
4247 16" OAK
4248 6" OAK
4249 22" PINE
4250 10" SWEETGUM
4251 14" SWEETGUM
4252 10" SWEETGUM

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NO.	REVISIONS	BY	DATE

DRAWN: T.P.B.
REV

HōM OCALA

PLANNED DEVELOPMENT

PD STANDARDS

Prepared for:

Impact Development Management, LLC.

Prepared by:

Kimley-Horn and Associates, Inc.

July 2023

Kimley»Horn

1700 SE 17th Street, Suite 200
Ocala, Florida 34471
352 438 3000

PD PLAN


NORTH
GRAPHIC SCALE IN FEET
0 25 50 100
LAND USE LEGEND
RECREATION
OPEN SPACE
DRA - DRAINAGE RETENTION AREA
ROADACCESS LOCATION
AGGREGATE OPEN SPACE
GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN
SITE DATA TABLE
PROJECT LOCATION
OWNER/DEVELOPERS
PROPOSED ZONING
FUTURE LAND USE
PROPOSED DEVELOPMENT
DENSITY
PARCEL ACCOUNT NUMBER
SITE GROSS AREA
OPEN SPACE
PROPOSED FLOOR AREA RATIO (F.A.R.)
MAXIMUM FLOOR AREA RATIO
BUILDING SETBACKS
STREET WIDENING SETBACK
BUFFERS
MAXIMUM BUILDING HEIGHT
ROADS
UTILITIES
DRAINAGE
AMENITIES
PARKING REQUIRED
PROPOSED DRA
ENHANCED ENTRY
PROPOSED DEVELOPMENT SIGN
PROPOSED 5' WIDE CONCRETE SIDEWALK
PROPOSED 5' LANDSCAPED BUFFER
PROPOSED 20' NATURAL ENHANCED BUFFER
GARAGE BLDG (5 SPACES)
PROPOSED BUILDING #6 3-STORY (30 UNITS)
PROPOSED BUILDING #4 4-STORY (40 UNITS)
PROPOSED BUILDING #7 3-STORY (30 UNITS)
PROPOSED BUILDING #8 3-STORY (30 UNITS)
PROPOSED BUILDING #3 3-STORY (30 UNITS)
PROPOSED BUILDING #5 4-STORY (40 UNITS)
OPEN SPACE
PROPOSED WALKING TRAIL
ENHANCED LANDSCAPING
PROPOSED DOG PARK
PROPOSED POOL
PROPOSED CLUBHOUSE
PROPOSED BUILDING #2 3-STORY (30 UNITS)
PROPOSED BUILDING #1 3-STORY (30 UNITS)
PROPOSED GAZEBO
PROPOSED 15' LANDSCAPED BUFFER
10' PERMANENT AERIAL EASEMENT
S.E. 24TH ROAD (80' RIGHT OF WAY)
S.E. 31ST STREET (100' RIGHT OF WAY)
REVISIONS
Kimley»Horn
PLANNED DEVELOPMENT PLAN
HŌM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
CITY OF OCALA
SHEET NUMBER
PD002

INTRODUCTION

"HōM Ocala" Planned Development is approximately 14.67 acres located within the City of Ocala (29851-000-00), west of the intersection of SE 31st Street and SE 24th Road. The property is located within an area of the City that includes a diverse mix of existing land uses that support the goals defined in the City's Comprehensive Plan.

The PD Plan for "HōM Ocala" provides a blueprint for the preferred development patterns, design qualities, and transportation systems that should be encouraged in this 260-unit apartment complex development.

Consistent with requirements for a PD Plan, these PD Standards ("Standards") establish project objectives that are appropriate for planning. It is expected that during review for "Impact Development", the following activities will take place:

1. PD Plans will be prepared and submitted through the City of Ocala development review process.

2. Updates to building architecture and articulation will be amended if needed to reflect design.

3. Adjustments to the Standards contained in this document will be submitted by the developer and approved by the City at a staff-level as permitted in Sec. 122-946 of the City's Code of Ordinances.

These Standards serve as the foundation for the planning and development efforts of the plan, following the provisions of the City's Planned Development (PD) district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the PD Plan is comprised of components intended to provide assurance that the development of the property complies with the requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the multi-family residential use of the development in accordance with this document, including building and site design elements, which help ensure the provision of sound and sustainable land use planning. These components are more fully described and presented throughout this document and include the PD Plan, delineation and identification of Planning Area and Standards for development. This application is consistent with the City of Ocala's Low Intensity Future Land Use classification and PD zoning district.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes standards that have been developed based on existing site features, available infrastructure, the City's overall vision for the area and similarly situated residential developments. The PD Plan provides a sustainable land use which is compatible internally and with adjacent properties. The standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity land use classification of the City's adopted Comprehensive Plan.

OVERALL GUIDING PRINCIPLES

This PD Plan is for a residential apartment complex with up to 260 units and open space. The following guiding principles are intended to provide a framework for development and provide for implementation of the overall vision.

- Buildings should be organized and arranged to reinforce the primary street edges, to provide for transit opportunities (when appropriate), and to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project. Surface parking shall generally be designed as described in Section 122, Article V, Division 29 and Article VI of the Code of Ordinances.
- The project architecture shall promote and enhance a pedestrian scale and orientation on any façade facing a street, through building articulation, transparency, or other design treatments.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Access driveways have been designed and are shown to minimize congestion.
- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements such as non-commercial banners or hanging planters. Lighting should include cut-off fixtures, where appropriate, and light shall not spill beyond parcel boundaries. Lighting adjacent to exterior boundary or neighboring residential shall be 16 feet in height and shielded to limit impacts on surrounding properties.

DEVELOPMENT STANDARDS

This PD is intended to provide for flexibility in design while meeting the City's intent for development in this region. These standards and supporting application materials allow for proper development with intent to minimize impacts to and from adjoining land uses. Site development must be ever mindful of the emphasis on pedestrian connectivity with safe and inviting design addressing convenient access for walking and bicycling for users of the area. Such emphasis shall be achieved at all development stages. The overall program distribution may be adjusted according to the needs of the community, providing the total densities and intensities included in the PD Plan are not exceeded. “HōM Ocala” PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts to existing adjoining uses.

Land uses shall be in accordance with the standards contained within this PD Plan.

This PD Standards book is intended to communicate the general design intent of the project. When the opportunity arises to present a superior design alternative that may not adhere to each and every standard in this book, The City of Ocala may permit such superior design alternative through an administrative review and approval of the referenced project.

Table 1: Development Standards for Residential Use

Standard	Requirements
Tract size (acres)	±14.67 acres
Intensity (minimum and maximum FAR)	0.0 (min), 0.50 (max)
Maximum Density	18.0 Units / Ac.
Minimum Setbacks (feet)[1]	Front Yard: 20’ Side Yard: 20’ Rear Yard: 20’
Minimum Lot Size ·	N/A
Building Height	Maximum 55 feet
Building Service Areas	Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping.
Dumpsters	Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. Dumpsters shall be screened with masonry walls if visible from the public. Trash compactors shall not be located along the western property line to provide distance from neighboring residential areas.
Parking	Parking shall be pursuant to Article VI of the Land Development Code at 1.5 spaces per unit.

Table 1: Development Standards for Residential Use	
Standard	**Requirements**
Utilities	Utilities should be located/buried such that tree installations are possible.
Lighting	Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements such as banners or hanging planters. Lighting adjacent to exterior boundary shall shielded to limit impacts on surrounding properties.
Signage	Signage shall be provided for the proposed uses and for pedestrian safety based on applicable portions of the Code of Ordinances, Chapter 110, Article III, Division 2. This shall include Sec.110-158 (1)(c). Back lighting or external illumination shall be allowed. Monument signs and wayfinding signage shall be identified on the site development plans and will be permitted separately as required in the Code of Ordinances.
Buffers[1]	Buffers shall comply with 122-260, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development.
Open Space	40% minimum. See notes and site data on plan.
Exterior Elevations	Exterior elevations are provided within this booklet.
Accent Materials	Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics included in the PD Plan including, but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features.
Lots and Roadway Alignment	Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for minor engineering and planning considerations, subject to City approval.
Access	The proposed development shall be provided access to the public road as generally illustrated on the PD Plan.

[1] Buffers may include trails and other similar passive recreation uses including but not limited to landscaping, fencing, drainage/water retention areas, walls, signage and underground utilities.

ENHANCED FEATURES OF THE PLANNED DEVELOPMENT

The following are enhanced features of the PD that exceed typical code requirements:

1. **Buffer Along SE 31st St:**
   a. Required: 10' Wide landscape buffer. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c.
   b. Proposed: 15' Wide enhanced landscape buffer with 1 Small Tree per 25 LF, 3' hedge planted 3' o.c., with ground cover and ornamental grass plantings utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth. Small Trees as possible around utilities.
2. **Stormwater Retention Adjacent to Property Boundary:**
   a. Required: Hedge to screen around drainage retention facility.
   b. Proposed: Enhanced 10' Buffer including 1 Shade Tree per 50 LF, 1 Small Tree per 25 LF utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth, and native shrub and ornamental grass plantings (3' ht. min. and 48" o.c. max.) Where existing trees are present, 1 Small Tree per 50 LF with native shrub and ornamental grass plantings.
3. **Buffer Along West boundary:**
   a. Required: 10' Wide landscape buffer. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c.
   b. Proposed: 20' Wide Natural enhanced landscape buffer preserving existing trees and understory vegetation. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c. located outside of and around trees and vegetation to supplement existing buffer where shown.
4. **Buffer Along SE 24th Rd:**
   a. Required: 5' Landscape screening of vehicular-use areas with hedge.
   b. Proposed: Enhanced 10' Buffer utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth. Includes Shade Trees, Small Trees, and native shrub and ornamental grass plantings, 3' ht. min. and 48" o.c. max. See notes on plan regarding trees proposed per LF.
5. **Open Space Landscaping:**
   a. Required: None.
   b. *Proposed: Enhanced landscaping planted at Open Space edges to help define and enhance the area. Native and Florida-Friendly plant species are used as a hierarchy of sizes to create interest and depth to frame the open space.*
6. **Pedestrian Trails:**
   a. Required: None.
   b. *Proposed: Pedestrian walking trails throughout internal open spaces and around the perimeter of a proposed retention area. Walking trail around the proposed retention area will be supplemented with a gazebo or pavilion for use by residents.*
7. **Landscaped Entries:**
   a. Required: None.
   b. *Proposed: Enhanced landscaping planted within curbed medians at project entrances. Plantings can include Small Trees, native shrubs, and ornamental grass plantings.*

TYPICAL BUILDING ELEVATIONS, ARTICULATION, AND ACCENT MATERIALS







TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

TYPICAL APARTMENT BUIDING

FRONT VIEW



SIDE VIEW



FRONT VIEW



SIDE VIEW



EXAMPLE LANDSCAPE FEATURES AND MATERIALS







WRITTEN SUMMARY OF NEIGHBORHOOD MEETING
November 17, 2022
Impact Development SE 31st Street Multi-Family Planned Development

A neighborhood meeting regarding the PD Rezoning on the above referenced property was held on November 17, 2022 in the Fellowship Center of the First Baptist Church located at 2801 SE Maricamp Road, Ocala, FL 34471. A copy of the notice which was mailed to all property owners on the circulation list provided by planning staff of the City of Ocala is included herewith. Notice of the meeting was also published in the Ocala Star Banner.

At the meeting, representatives from the applicants' engineers, Kimley-Horn, Inc., and the attorney for the applicant, Fred N. Roberts, Jr. of Klein & Klein, LLC, made a presentation on the project and related impacts with draft renderings and conceptual plans. Reduced size copies of those items are included herewith.

Upon completion of the presentation, a question-and-answer period was held. The majority of people in attendance appeared to be from Casa Park Villas. However, the owners of other properties located in the area were also in attendance. Questions were mostly revolved around (1) the proposed use, (2) concerns relating to site lighting and traffic headlights at the point of egress on SE 24th Street Road , and (3) the intersection of SE 24th Street Road and SE 31st Street.

The meeting was relatively short and the concerns seemed to be mostly assuaged by the proposed use and project plans. The most significant concern appeared to be with the possibility that the site would be used for commercial purposes. However, once it was established that it was a residential use, it was a very cordial conversation between those in attendance and the developer representatives mostly providing general information and answering questions.

PARCEL	NAME	ADD_1	CITY	STATE	ZIP
29851-000-00	31ST STREET LLC	101 NE 16TH AVE	OCALA	FL	34470
2987-016-002	ALLARD RICHARD G	1701 SE 24TH RD UNIT 1602	OCALA	FL	34471
2987-002-002	BEERS JOYCE	1701 SE 24TH RD UNIT 202	OCALA	FL	34471
2987-002-001	BRACK KACEY J	1701 SE 24TH RD APT 201	OCALA	FL	34471
2987-018-004	BRESCIA VERONICA ROSE	1701 SE 24TH RD UNIT 1804	OCALA	FL	34471
2987-016-004	BROKER PATRICIA R	1701 SE 24TH RD UNIT 1604	OCALA	FL	34471
2987-000-001	BROWN CLIFFORD AND BROWN LENA	1701 SE 24TH RD UNIT 1701	OCALA	FL	34471
2987-019-003	BURNETT SHARON	1701 SE 24TH RD UNIT 1903	OCALA	FL	34471
2987-001-003	CANGELOSI ANN MARIE	104 ATLANTIC AVE APT 9	LYNBROOK	NY	11563
2987-000-002	CIGNARALE BETTY J	1701 SE 24TH RD UNIT 1702	OCALA	FL	34471
29863-001-00	CMCP-PINECASTLE LLC C/O BROOKDALE SENIOR LIVING INC	6737 W WASHINGTON ST STE 2300	MILWAUKEE	WI	53214
2987-014-004	COOK TRACI	1701 SE 24TH RD APT 1404	OCALA	FL	34471
2987-000-003	CORDOVA CHARLES R AND CASTRO DIANA	1701 SE 24TH RD UNIT 1703	OCALA	FL	34471
2987-016-001	CRAWFORD ROBERT AND GULA JENNIFER	1701 SE 24TH RD UNIT 1601	OCALA	FL	34471
29859-003-00	DAVISON CLAUDE A AND DAVISON MAJORIE F	1813 SE 31ST LN	OCALA	FL	34471
2987-015-002	DEGENNARO MARGARET A	1701 SE 24TH RD UNIT 1502	OCALA	FL	34471
2987-002-008	DEICHMAN ROBERT R AND DEICHMAN NANCY J	2123 SE 41ST AVE	OCALA	FL	34471
29875-001-01	DEV AND CONSTRUCTION CORP OF AMERICA	8825 SW 110TH ST	OCALA	FL	34481
29859-004-00	DRISCOLL JOHN T III & BARBARA A JT REV LVN TR AND DISCOLL JOHN T TR ET AL	1805 SE 31ST LN	OCALA	FL	34471
28634-002-00	EMERICHIP OCALA EAST LLC	3131 ELLIOT AVE STE# 500	SEATTLE	WA	98121
2987-019-004	ESLARY KAREN ANN	5341 OAKMONT VILLAGE CIR	LAKE WORTH	FL	33463
2987-001-004	ESTES JOHN ANTHONY	1845 HALLAM DR	LAKELAND	FL	33813
2987-019-005	FANELLI SHANNON AND GRAHAM MARIA	1701 SE 24TH RD UNIT 1905	OCALA	FL	34471
2987-002-005	GIBBONEY JOHN AND MACKEY KRISTY	1701 SE 24TH RD UNIT 205	OCALA	FL	34471
2987-018-003	GONZALES YNGWIE D	1701 SE 24TH RD UNIT 1803	OCALA	FL	34471
2987-001-002	GRAY REAL ESTATE HOLDINGS CONDO LLC	1797 SE 89TH LN	OCALA	FL	34471
2987-001-005	GRESBACH CYNTHIA	1701 SE 24TH RD UNIT 105	OCALA	FL	34471
2987-015-001	HARRIS SAMANTHA J	1701 SE 24TH RD UNIT 1501	OCALA	FL	34471
2987-015-003	JOHNSON ANNA MARIE	1701 SE 24TH RD UNIT 1503	OCALA	FL	34471
29875-001-05	JOYCE JOSEPH AND JOYCE LAUREN	3110 SE 17TH TER	OCALA	FL	34471
29875-001-04	KING JARROD AND KING COURTNEY	1711 SE 31ST LN	OCALA	FL	34471
2987-002-007	LANGLER MATTHEW A	1701 SE 24TH RD UNIT 207	OCALA	FL	34471
2987-001-001	LINEBAUGH SUSAN B AND LINEBAUGH CHARLES D III	1701 SE 24TH RD APT 101	OCALA	FL	34471
2987-019-006	LOPEZ EDGARDO	1701 SE 24TH RD UNIT 1906	OCALA	FL	34471
29859-001-00	LU TONG YUN AND LU JIN HEING	1821 SE 31ST LN	OCALA	FL	34471
2987-019-001	LUZADER THERESA AND CAFFIN WENDY	1701 SE 24TH RD UNIT 1901	OCALA	FL	34471
2987-019-002	MARINO PATRICIA AMBER	1701 SE 24TH RD UNIT 1902	OCALA	FL	34471
2987-002-006	MCCALL ROBERT FRANCIS	PO BOX 3322	OCALA	FL	34471
2987-002-004	MERCER CARRINGTON	1701 SE 24TH RD UNIT 204	OCALA	FL	34471
2987-014-003	MEYER SHERYL	1701 SE 24TH RD UNIT 1402	OCALA	FL	34471
2987-014-001	MORTGAGE ASSETS MGT SERIES 1 TRUST ET AL AND CO/ COMPU-LINK CORP DBA CELIN	101 W LOUIS HENNA BLVD SUITE 310	AUSTIN	TX	34471
2987-000-004	PARRISH GRACE	1701 SE 24TH RD UNIT 1704	OCALA	FL	34471
2987-018-002	PINDER PAULA	1701 SE 24TH RD UNIT 1802	OCALA	FL	34471
2987-018-001	REYNOLDS SHANNON L	1701 SE 24TH RD UNIT 1801	OCALA	FL	34471
2987-001-006	SACO DIANE	1701 SE 24TH RD APT 106	OCALA	FL	34471
29851-003-00	SNR 27 MARION WOODS OWNER LLC C/O ALTUS GROUP US INC #8078	PO BOX 71970	PHOENIX	AZ	85050
29875-000-01	SOUTH POINT HOMEOWNERS ASSOCIATION COMMON ELEMENTS PTA 0301	3191 SE 17TH CT	OCALA	FL	34471
2987-002-003	TORRES MICHAEL A AND ALFANO-TORRES MARY	1701 SE 24TH RD UNIT 203	OCALA	FL	78728
2987-016-003	TURNER IRMHILD E	1701 SE 24TH RD UNIT 1603	OCALA	FL	34471
29859-002-00	VERI MICHAEL G AND VERI JACKELINE	5115 NE 122ND LN	OXFORD	FL	34484

2987-014-002	WOOD CAROLYN H	1701 SE 24TH RD UNIT 1403	OCALA	FL 34471
29851+000-00	WRA - CITY OF OCALA	1805 NE 30TH AVE BLDG 700	OCALA	FL 34470

Harb, Alan

From: Frederick, Jameson
Sent: Friday, October 28, 2022 2:18 PM
To: Aubrey Hale; Patricia Hitchcock
Cc: Fred Roberts; Tye Chighizola
Subject: Neighborhood Meeting for Rezoning Application to PD
Attachments: Lpo221028jaf.pdf; Neighborhood Meeting_2022-11-17.pdf; 01-Aerial Map.pdf

Good Afternoon Aubrey & Patti,

We're holding a neighborhood meeting in advance of submitting a rezoning application to PD for Parcel 29851-000-00 (located at the northwest corner of the intersection of SE 31st Street and SE 24th Road). Attached is a copy of the property owner notification letter for any City staff that may want to be in attendance.

Let us know if you have any questions.

Thank you,

Jameson A. Frederick, P.E.
Kimley-Horn | 1700 SE 17th Street, Suite 200 Ocala, FL 34471
Direct: 352 438 3035 | Main: 352 438 3000 | www.kimley-horn.com
Connect with us: Twitter | LinkedIn | Facebook | Instagram

From: joyce@jjdentistry.com
To: Samantha Pintos
Cc: lauren@jjdentistry.com
Subject: CASE PD23-45098
Date: Monday, August 28, 2023 7:55:31 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing you concerning CASE PD23-45098. My address is 3110 SE 17th Terrace, which is directly across from the proposed development. My wife and I are opposed to the development. The increase in traffic and congestion will lead to traffic safety concerns. It appears that one of the entrances/exits will share or be located directly across from South Point neighborhood. We are concerned for the increase in traffic and hazards that come with that congestion.

Again we would like to record our opposition to the rezoning and proposed development.

Respectfully,

Joseph C Joyce
3110 SE 17th Terrace
Ocala, FL 34471

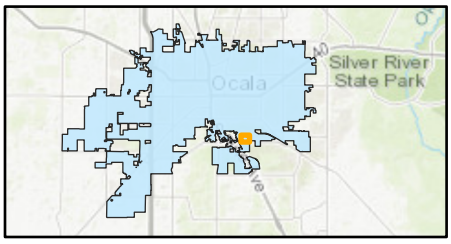
CASE MAP

P&Z Meeting: September 11, 2023

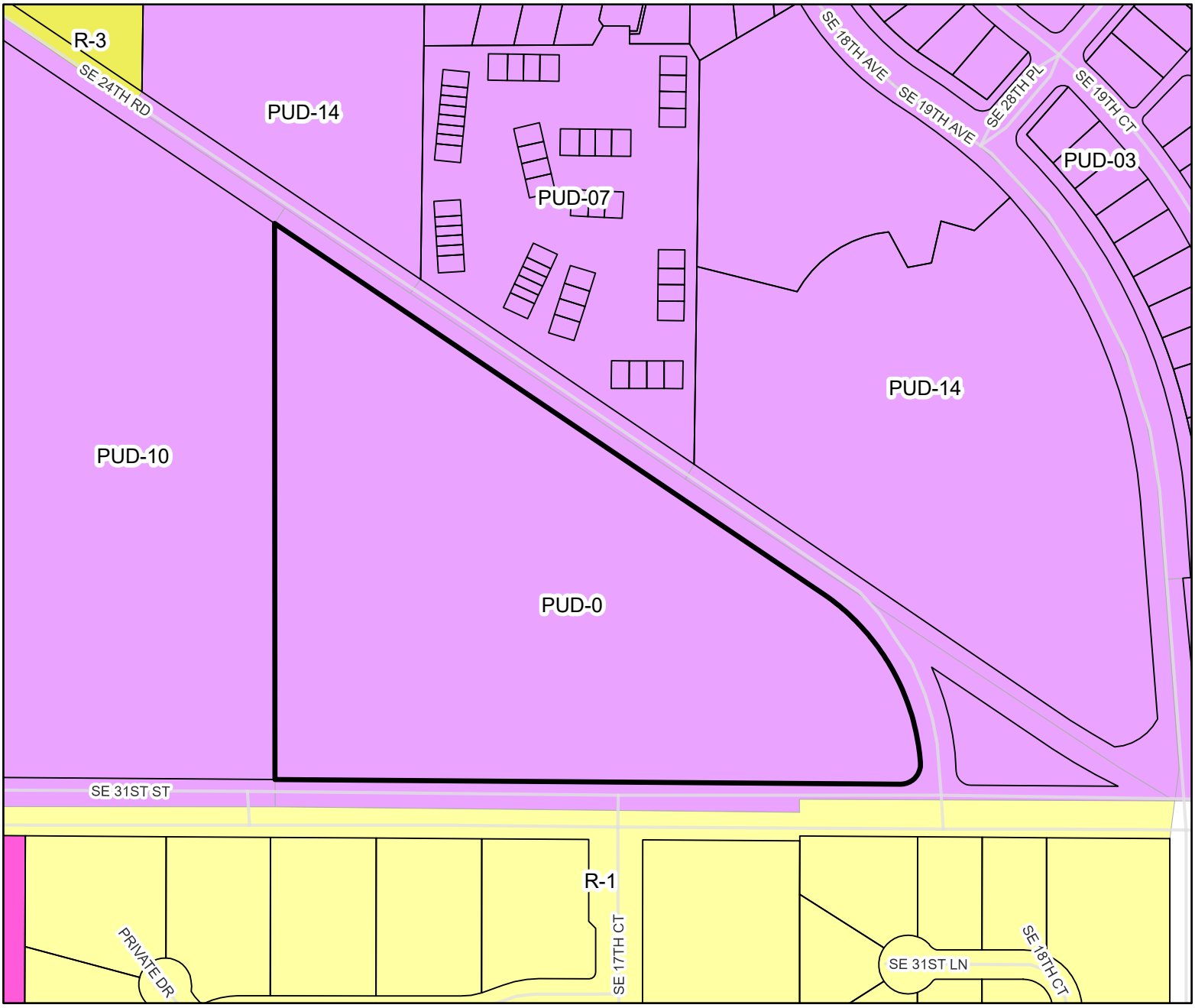
Case Number: PD23-45098

Parcel: 29851-000-00

Location Map



Property Size: Approximately 14.15 acres
Land Use Designation: Low Intensity
Zoning: PUD-0, Planned Unit Development
Proposal: A request to rezone from PUD-0, Planned Unit Development to PD, Planned Development and approval of PD Plan with Design Standards



- Property
- Parcels
- OP:Office Park
- PUD-03:Planned Unit Development-3 Units
- PUD-07:Planned Unit Development-7 Units
- PUD-0:Planned Unit Development
- PUD-10:Planned Unit Development-10 Units
- PUD-14:Planned Unit Development-14 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential

0 450 Feet

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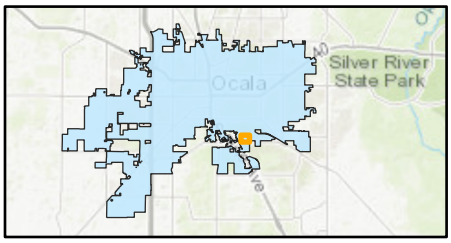
OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 8/23/2023

AERIAL

P&Z Meeting: September 11, 2023

Location Map



Case Number: PD23-45098

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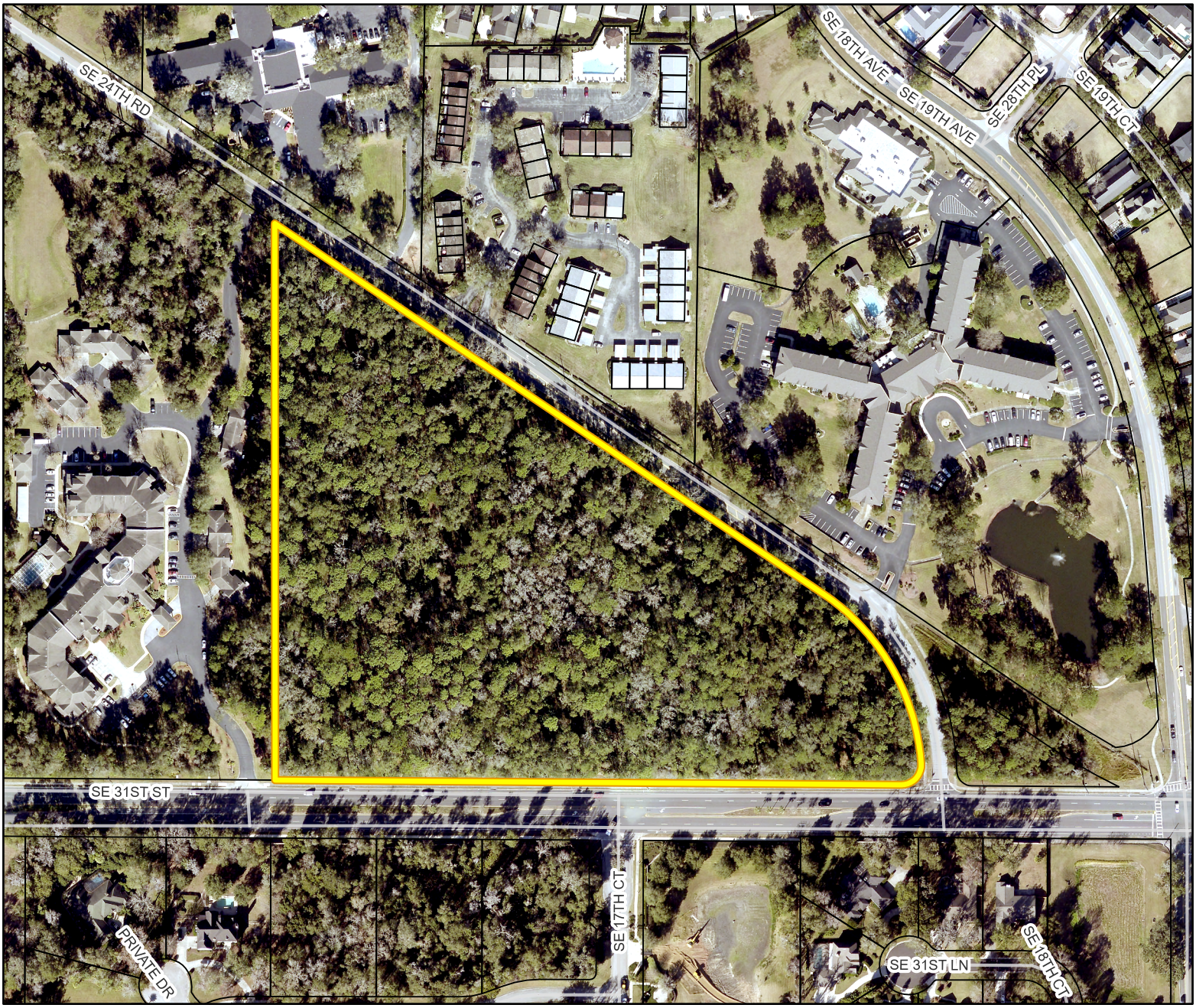
Land Use Designation: Low Intensity

Zoning: PUD-0, Planned Unit Development

Proposal: A request to rezone from PUD-0, Planned Unit Development to PD, Planned Development and approval of PD Plan with Design Standards



Property

Parcels

0 450 Feet

N

OCALA

Prepared by the City of Ocala Growth Management Department
by kwirthlin on 8/23/2023

Ocala

DRAFT

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Planning & Zoning Commission

Minutes

Monday, September 11, 2023 **5:30 PM**

1. Call to Order

a. Pledge of Allegiance

b. Roll Call for Determination of a Quorum

Present	Vice Chair Arthur "Rus" Adams, Richard "Andy" Kesselring, Todd Rudnianyn, Chairperson Kevin Lopez, Brent Malever, and Allison Campbell
Excused	William Gilchrist Jr., and Branson Boone

c. Agenda Notes:

Cases heard by the Planning and Zoning Commission will be presented to City Council in accordance with the schedule provided after each case in the agenda. Please note that the City Council meetings will begin at 4:00 p.m.

2. Proof of Publication

It was acknowledged that a Public Meeting Notice was posted at City Hall (110 SE Watula Avenue, Ocala, Florida 34471) and published in the Ocala Star Banner on August 25, 2023.

Attachments: Star Banner ad

3. Consideration of the Minutes

There being no further discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	Brent Malever
SECONDER:	Arthur "Rus" Adams
AYE:	Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever
EXCUSED:	Gilchrist, and Boone

Attachments: 8-14-23 Final Minutes.pdf

4. Planned Development

a. Impact Development Partners, LLC / PD23-45098

Attachments:
PD23-45098 - memo
PD23-45098 - staff report
PD Plans
PD Standards 2023
Neighborhood Meeting Details
Joseph C Joyce Opposition Letter
CaseMap
Aerial

Ms. Endira Madraveren displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of facts.

Discussion:

Mr. Fred Roberts, 40 SE 11th Avenue, Ocala, FL, stated the project is compatible with the area. He provided a brief overview of the surrounding uses, buffering, amenities, and site plan. The project is considered Class A, with no affordable housing.

Ms. Diane Saco, 1701 SE 24th Road, Apt #106, Ocala, FL, asked if any consideration was given to the water supply and waste management.

Ms. Sue Markferding, 2010 SE 33rd Street, Ocala, FL, spoke in opposition of the proposed development project. She expressed concern regarding the traffic impacts, pedestrian safety, non-conforming uses, lack of traffic study, and school impacts. She requested the applicant provide a school plan and consider relocating the development project Downtown.

Mr. Ameer, 1809 SE 36th Lane, Ocala, FL, spoke in opposition of the proposed development project. He expressed concern regarding the traffic impacts, increased density, and changing the character of the community.

Mr. Roberts confirmed the traffic study was completed and submitted for final approval. The main entrance will be located on SE 31st Street, has a 58% capacity, will increase by 1%. The estimated peak hour trips is 130.. The applicant will complete road improvements, and water supply will be connected to municipal services. The drainage will be kept onsite; and the development is compatible with the surrounding uses. He reiterated the developer is building a high-quality, Class A project with security elements.

Ms. Campbell asked if the traffic study included the multifamily development which is under construction, and located to the east of the project. Mr. Roberts responded yes; the traffic study requirement includes surrounding projects under construction. He confirmed the plan includes sidewalk improvements.

Mr. Adams asked what the zoning was for the expired PD. Mr. Roberts responded the zoning was for a larger PUD.

Ms. Campbell requested more information regarding the traffic study results for SE 24th

Road. Mr. Roberts explained the traffic study determined SE 24th Road is at 9% capacity.

Mr. Lopez asked if the traffic study recommended a traffic light on SE 31st Street. Mr. Roberts responded no; the traffic study determined the area is a low traffic generator.

Mr. Lopez expressed concern the development will create a traffic impact for residents trying to turn left into the development. Mr. Roberts responded improvements can be made to the access point to mitigate traffic impacts.

Mr. Malever stated the traffic lights located at SE 18th Avenue and SE 31st Street need to be replaced, to promote pedestrian safety. Mr. Roberts responded the developer is required to pay a significant amount of the impact fees, which can be used to improve intersections.

Mr. Roberts confirmed the development includes a mix of the following: 60% one bedroom, 30% two bedrooms, and 10% three bedrooms. The estimated capacity total is 727.

Mr. Kesselring asked if staff kept track of approved apartment developments for the past five years in the City and Marion County. Ms. Madraveren responded yes; and staff will submit the data to the Commission. The letters of opposition were provided to the Commission.

Ms. Campbell stated the development project will cause traffic impacts on SE 24th Road and school zones. She suggested the developer decrease the building stories and add sidewalk improvements for pedestrian safety.The one-bedroom units decrease the student generation number, thus eliminating school impacts.

Mr. Adams said the development will consist of four, four-story buildings. He asked if the applicant evaluated eliminating the left-in across from Rosewood and relocating the left-in on SE 24th Road, to address the crossover concerns. Mr. Roberts explained how the peak hour trips are divided between the two access points.

Mr. Roberts stated the sidewalk improvements will benefit students walking along the development.

Motion to approve to rezone from PUD-0, Planned Unit Development, to PD, Planned Development, and approval of PD Plan with Design Standards, property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29852-000-00), approximately 14.15 acres.

RESULT:	APPROVED
MOVER:	Arthur "Rus" Adams
SECONDER:	Todd Rudnianyn
AYE:	Vice Chair Adams, Rudnianyn, and Malever

NAY: Kesselring, and Chairperson Lopez

EXCUSED: Gilchrist, and Boone

5. Rezoning

a. Juan Manuel Vasquez / ZON23-45299

Attachments: ZON23-45299 Memo
ZON23-45299 Staff Report
Aerial
CaseMap

Ms. Johnson displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Discussion:

Mr. Juan Vasquez, 3626 Rosswood Drive, Orlando, FL 32806, stated a concept plan was submitted to the City for a 14-unit apartment building, which will allow 15-units if approved. The property has sufficient open space and parking.

Mr. Kesselring asked if the Commission could recommend a special exception in the B-2 zoning district. Ms. Johnson responded yes; however, the property lacks the 30,000 square feet requirement to sustain its own zoning district. The subject property is adjacent to B-4 zoning.

No public comment.

Motion to approve to rezone from B-1A, Limited Neighborhood Business, to B-4 General Business, property located at 424 SW 11th Street; approximately 0.54.

RESULT: APPROVED

MOVER: Todd Rudnianyn

SECONDER: Richard "Andy" Kesselring

AYE: Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever

EXCUSED: Gilchrist, and Boone

b. Paglia & Associates, LLC / ZON23-45305

Attachments: ZON23-45305 Memo
ZON23-45305 Staff Report
Aerial
CaseMap

Ms. Johnson displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Discussion:

Mr. Robert Batsel, 1531 SE 36th Avenue, Ocala, FL, stated the applicant is requesting a minor use change from a recycling center to a material recovery facility. The text amendment application will be considered next month by the Commission.

No board discussion or public comment.

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Motion to approve to rezone from M-1, Light industrial, to M-2 Medium Industrial, property located at 3100 SW 3rd Street; approximately 2.11 acres.

RESULT:	APPROVED
MOVER:	Brent Malever
SECONDER:	Arthur "Rus" Adams
AYE:	Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever
EXCUSED:	Gilchrist, and Boone

c. Eco Property Investments, LLC / ZON23-45325

RESULT:	TABLED
MOVER:	Kevin Lopez
SECONDER:	Richard "Andy" Kesselring
AYE:	Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever
EXCUSED:	Gilchrist, and Boone

Next meeting: October 9, 2023 at 5:30 PM.

Development Services Director Jeff Shrum provided a brief overview of the 2050 Vision. The City plans to hire a consultant in October; progress updates will be provided to the Commission. Mr. Shrum stated that Patricia Hitchcock will be retiring next month.

Adjournment

The meeting adjourned at 6:38 PM.

WRITTEN SUMMARY OF NEIGHBORHOOD MEETING
November 17, 2022
Impact Development SE 31st Street Multi-Family Planned Development

A neighborhood meeting regarding the PD Rezoning on the above referenced property was held on November 17, 2022 in the Fellowship Center of the First Baptist Church located at 2801 SE Maricamp Road, Ocala, FL 34471. A copy of the notice which was mailed to all property owners on the circulation list provided by planning staff of the City of Ocala is included herewith. Notice of the meeting was also published in the Ocala Star Banner.

At the meeting, representatives from the applicants' engineers, Kimley-Horn, Inc., and the attorney for the applicant, Fred N. Roberts, Jr. of Klein & Klein, LLC, made a presentation on the project and related impacts with draft renderings and conceptual plans. Reduced size copies of those items are included herewith.

Upon completion of the presentation, a question-and-answer period was held. The majority of people in attendance appeared to be from Casa Park Villas. However, the owners of other properties located in the area were also in attendance. Questions were mostly revolved around (1) the proposed use, (2) concerns relating to site lighting and traffic headlights at the point of egress on SE 24th Street Road , and (3) the intersection of SE 24th Street Road and SE 31st Street.

The meeting was relatively short and the concerns seemed to be mostly assuaged by the proposed use and project plans. The most significant concern appeared to be with the possibility that the site would be used for commercial purposes. However, once it was established that it was a residential use, it was a very cordial conversation between those in attendance and the developer representatives mostly providing general information and answering questions.

PARCEL	NAME	ADD_1	CITY	STATE	ZIP
29851-000-00	31ST STREET LLC	101 NE 16TH AVE	OCALA	FL	34470
2987-016-002	ALLARD RICHARD G	1701 SE 24TH RD UNIT 1602	OCALA	FL	34471
2987-002-002	BEERS JOYCE	1701 SE 24TH RD UNIT 202	OCALA	FL	34471
2987-002-001	BRACK KACEY J	1701 SE 24TH RD APT 201	OCALA	FL	34471
2987-018-004	BRESCIA VERONICA ROSE	1701 SE 24TH RD UNIT 1804	OCALA	FL	34471
2987-016-004	BROKER PATRICIA R	1701 SE 24TH RD UNIT 1604	OCALA	FL	34471
2987-000-001	BROWN CLIFFORD AND BROWN LENA	1701 SE 24TH RD UNIT 1701	OCALA	FL	34471
2987-019-003	BURNETT SHARON	1701 SE 24TH RD UNIT 1903	OCALA	FL	34471
2987-001-003	CANGELOSI ANN MARIE	104 ATLANTIC AVE APT 9	LYNBROOK	NY	11563
2987-000-002	CIGNARALE BETTY J	1701 SE 24TH RD UNIT 1702	OCALA	FL	34471
29863-001-00	CMCP-PINECASTLE LLC C/O BROOKDALE SENIOR LIVING INC	6737 W WASHINGTON ST STE 2300	MILWAUKEE	WI	53214
2987-014-004	COOK TRACI	1701 SE 24TH RD APT 1404	OCALA	FL	34471
2987-000-003	CORDOVA CHARLES R AND CASTRO DIANA	1701 SE 24TH RD UNIT 1703	OCALA	FL	34471
2987-016-001	CRAWFORD ROBERT AND GULA JENNIFER	1701 SE 24TH RD UNIT 1601	OCALA	FL	34471
29859-003-00	DAVISON CLAUDE A AND DAVISON MAJORIE F	1813 SE 31ST LN	OCALA	FL	34471
2987-015-002	DEGENNARO MARGARET A	1701 SE 24TH RD UNIT 1502	OCALA	FL	34471
2987-002-008	DEICHMAN ROBERT R AND DEICHMAN NANCY J	2123 SE 41ST AVE	OCALA	FL	34471
29875-001-01	DEV AND CONSTRUCTION CORP OF AMERICA	8825 SW 110TH ST	OCALA	FL	34481
29859-004-00	DRISCOLL JOHN T III & BARBARA A JT REV LVN TR AND DISCOLL JOHN T TR ET AL	1805 SE 31ST LN	OCALA	FL	34471
28634-002-00	EMERICHIP OCALA EAST LLC	3131 ELLIOT AVE STE# 500	SEATTLE	WA	98121
2987-019-004	ESLARY KAREN ANN	5341 OAKMONT VILLAGE CIR	LAKE WORTH	FL	33463
2987-001-004	ESTES JOHN ANTHONY	1845 HALLAM DR	LAKELAND	FL	33813
2987-019-005	FANELLI SHANNON AND GRAHAM MARIA	1701 SE 24TH RD UNIT 1905	OCALA	FL	34471
2987-002-005	GIBBONEY JOHN AND MACKEY KRISTY	1701 SE 24TH RD UNIT 205	OCALA	FL	34471
2987-018-003	GONZALES YNGWIE D	1701 SE 24TH RD UNIT 1803	OCALA	FL	34471
2987-001-002	GRAY REAL ESTATE HOLDINGS CONDO LLC	1797 SE 89TH LN	OCALA	FL	34471
2987-001-005	GRESBACH CYNTHIA	1701 SE 24TH RD UNIT 105	OCALA	FL	34471
2987-015-001	HARRIS SAMANTHA J	1701 SE 24TH RD UNIT 1501	OCALA	FL	34471
2987-015-003	JOHNSON ANNA MARIE	1701 SE 24TH RD UNIT 1503	OCALA	FL	34471
29875-001-05	JOYCE JOSEPH AND JOYCE LAUREN	3110 SE 17TH TER	OCALA	FL	34471
29875-001-04	KING JARROD AND KING COURTNEY	1711 SE 31ST LN	OCALA	FL	34471
2987-002-007	LANGLER MATTHEW A	1701 SE 24TH RD UNIT 207	OCALA	FL	34471
2987-001-001	LINEBAUGH SUSAN B AND LINEBAUGH CHARLES D III	1701 SE 24TH RD APT 101	OCALA	FL	34471
2987-019-006	LOPEZ EDGARDO	1701 SE 24TH RD UNIT 1906	OCALA	FL	34471
29859-001-00	LU TONG YUN AND LU JIN HEING	1821 SE 31ST LN	OCALA	FL	34471
2987-019-001	LUZADER THERESA AND CAFFIN WENDY	1701 SE 24TH RD UNIT 1901	OCALA	FL	34471
2987-019-002	MARINO PATRICIA AMBER	1701 SE 24TH RD UNIT 1902	OCALA	FL	34471
2987-002-006	MCCALL ROBERT FRANCIS	PO BOX 3322	OCALA	FL	34471
2987-002-004	MERCER CARRINGTON	1701 SE 24TH RD UNIT 204	OCALA	FL	34471
2987-014-003	MEYER SHERYL	1701 SE 24TH RD UNIT 1402	OCALA	FL	34471
2987-014-001	MORTGAGE ASSETS MGT SERIES 1 TRUST ET AL AND CO/ COMPU-LINK CORP DBA CELIN	101 W LOUIS HENNA BLVD SUITE 310	AUSTIN	TX	34471
2987-000-004	PARRISH GRACE	1701 SE 24TH RD UNIT 1704	OCALA	FL	34471
2987-018-002	PINDER PAULA	1701 SE 24TH RD UNIT 1802	OCALA	FL	34471
2987-018-001	REYNOLDS SHANNON L	1701 SE 24TH RD UNIT 1801	OCALA	FL	34471
2987-001-006	SACO DIANE	1701 SE 24TH RD APT 106	OCALA	FL	34471
29851-003-00	SNR 27 MARION WOODS OWNER LLC C/O ALTUS GROUP US INC #8078	PO BOX 71970	PHOENIX	AZ	85050
29875-000-01	SOUTH POINT HOMEOWNERS ASSOCIATION COMMON ELEMENTS PTA 0301	3191 SE 17TH CT	OCALA	FL	34471
2987-002-003	TORRES MICHAEL A AND ALFANO-TORRES MARY	1701 SE 24TH RD UNIT 203	OCALA	FL	78728
2987-016-003	TURNER IRMHILD E	1701 SE 24TH RD UNIT 1603	OCALA	FL	34471
29859-002-00	VERI MICHAEL G AND VERI JACKELINE	5115 NE 122ND LN	OXFORD	FL	34484

2987-014-002	WOOD CAROLYN H	1701 SE 24TH RD UNIT 1403	OCALA	FL 34471
29851+000-00	WRA - CITY OF OCALA	1805 NE 30TH AVE BLDG 700	OCALA	FL 34470

Harb, Alan

From: Frederick, Jameson
Sent: Friday, October 28, 2022 2:18 PM
To: Aubrey Hale; Patricia Hitchcock
Cc: Fred Roberts; Tye Chighizola
Subject: Neighborhood Meeting for Rezoning Application to PD
Attachments: Lpo221028jaf.pdf; Neighborhood Meeting_2022-11-17.pdf; 01-Aerial Map.pdf

Good Afternoon Aubrey & Patti,

We're holding a neighborhood meeting in advance of submitting a rezoning application to PD for Parcel 29851-000-00 (located at the northwest corner of the intersection of SE 31st Street and SE 24th Road). Attached is a copy of the property owner notification letter for any City staff that may want to be in attendance.

Let us know if you have any questions.

Thank you,

Jameson A. Frederick, P.E.
Kimley-Horn | 1700 SE 17th Street, Suite 200 Ocala, FL 34471
Direct: 352 438 3035 | Main: 352 438 3000 | www.kimley-horn.com
Connect with us: Twitter | LinkedIn | Facebook | Instagram

Mr. Eric Smith
Growth Management Dept.
City of Ocala
201 S.E. 3rd Street, 2nd Floor
Ocala Florida 34471

Dear Mr. Smith:

It was a pleasure meeting with you Wednesday.

Enclosed is a copy of my most important concerns about the S.E. 24th Road proposal that I will also present to the Planning and Zoning commission at tonight's meeting.

Very truly yours,
Sue Markferding
2010 S.E. 33rd Street
Ocala Florida 34471

Hand Delivered
Sept. 11, 2023

To: Ocala Planning and Zoning Commission
Re: Southeast 24th Road

With all due respect you have a lovely proposal, however, there are very serious matters that need to be addressed.

TRAFFIC DANGERS

Southeast 31ST street four lane road speed limit is 45 MPH. Eastbound 31ST Street vehicles turn left into your main entrance or turn left onto 24th Road to your rear entrance. Both left turn lanes only accomodate three or four vehicles. This is EXTREMELY DANGEROUS.

Vehicles exiting the main entrance on 31ST Street and the rear entrance on 24th Road to 31ST Street to travel east will have to cross four lanes of traffic. The result is HUGE BACKUPS AND LONG DELAYS.

The two lane 24th Road and two lane Lake Weir Avenue travel option has two schools with 20 MPH speed limits and buses and parents dropping off and picking up students. This, too, will have BACKUPS AND LONG DELAYS.

The 390 vehicles in your proposal DO NOT FIT THIS LOCATION.

It is noted a traffic study has not been completed.

EDUCATION

Where is or what is the school plan? How many students do you estimate will need public education; 50, 200 or 500? How many additional teachers, classrooms and buses will be needed? The cost to educate one student for one year in Marion School District is $10,705.00. How much of the Impact Fee will pay this ENORMOUS EXPENSE? Where is the funding?

88

NON-CONFORMING

There are single family homes east of 19th Avenue and south of 31st Street. All other apartment compleyes are two story. Your proposed three and four story buildings DO NOT CONFORM to the surroundings.

LABEL

The government labels this 24th Road area as "low intensity" at 3 to 18 units per acre. This proposal packs this 15 acre parcel of land with the maximum number of units possible - 260. You cannot squeeze another unit in the parcel.

In reality this proposal with three and four story buildings, 500 people and 390 vehicles is not "low intensity" - it is URBAN SPRAWL.

This 260 unit proposal would be a perfectly lovely addition to downtown Ocala. As you know, the downtown has four story apartment buildings, walkability, employment opportunities, restaurants, entertainment and public transportation - none of which exist in this location. This proposal DOES NOT CONFORM to the surroundings.

Thank you for your consideration,

Sue Markferding
2010 S.E. 33rd Street
Ocala Fl 34471

Sept. 11, 2023

From: Samantha Pintos
To: Endira Madraveren
Subject: FW: Hearing PD23-49058
Date: Monday, September 11, 2023 11:47:38 AM
Attachments: image001.png

Thank you,

Samantha Pintos

Associate Planner
City of Ocala – Growth Management
201 SE 3rd Street (2nd Floor)
Ocala, Florida 34471
(352)629-8487

From: Ms. Marino <aamberr@msn.com>
Sent: Monday, September 11, 2023 11:35 AM
To: Samantha Pintos <spintos@ocalafl.gov>
Subject: Hearing PD23-49058

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I respectfully oppose to the proposed Development request, as we already have unsafe traffic issues at the intersection of SE 31st and SE 24th Rd.,and there is a blind curve that also affects driving.

I don't believe that SE 24th Rd can accommodate a large development fronting on it. I feel that the additional traffic generated would be unsafe and would impose a hardship on the residents, the Elementary School and the Senior living facilities, along with all the emergency vehicles continually responding to this location.

Thank you,
Ms. Marino
1701 SE 24th Rd, 1902
Get Outlook for iOS

Get Outlook for iOS

Gabriela M. Solano

From: gmd
Sent: Monday, September 11, 2023 10:16 AM
To: Gabriela M. Solano; Zoning
Subject: FW: SE Ocala -- 260-unit apt complex proposal

From: LuAnne Warren <luannewarren@gmail.com>
Sent: Monday, September 11, 2023 10:02 AM
To: gmd <gmd@ocalafl.gov>
Subject: SE Ocala -- 260-unit apt complex proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it concerns,

I am unable to make the meeting this evening, but did want to write concerning the proposed complex.

We live in Rosewoods and use SE 31st and Lake Weir Avenue almost every day. There are townhomes going in on SE 31st closer to Maricamp Road, currently under construction.

What accommodations are being made for infrastructure? The additional cars on 31st? Schools? What would be most useful would be something other than housing.

A restaurant that folks could walk to. A safe walkable or bike rideable way to get to a grocery store. Walkable communities are healthier communities. Sidewalks, bike trails. We need more of those. I am concerned that we build and build but don't pay attention to the needs of schools, transportation and congestion until after the fact.

Please make sure those bases are covered before approving another large housing project.

Respectfully submitted,

LuAnne Warren
352-361-8876
luannewarren@gmail.com

From: joyce@jjdentistry.com
To: Samantha Pintos
Cc: lauren@jjdentistry.com
Subject: CASE PD23-45098
Date: Monday, August 28, 2023 7:55:31 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing you concerning CASE PD23-45098. My address is 3110 SE 17th Terrace, which is directly across from the proposed development. My wife and I are opposed to the development. The increase in traffic and congestion will lead to traffic safety concerns. It appears that one of the entrances/exits will share or be located directly across from South Point neighborhood. We are concerned for the increase in traffic and hazards that come with that congestion.

Again we would like to record our opposition to the rezoning and proposed development.

Respectfully,

Joseph C Joyce
3110 SE 17th Terrace
Ocala, FL 34471

Divya Govindaraju

From: gmd
Sent: Friday, September 8, 2023 6:48 AM
To: Zoning
Subject: FW: Zoning change at SE 31st st and 24th rd

Categories: Divya

From: Doug Kasmer <dkasmer5@gmail.com>
Sent: Thursday, September 7, 2023 8:10 AM
To: gmd <gmd@ocalafl.org>
Subject: Zoning change at SE 31st st and 24th rd

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This request is from Doug and Diane Kasmer. We live in the Rosewood subdivision just south of the proposed apartment complex. Our vote would be against a community this size. Adding 500+ new cars to an already crowded intersection at SE18th ave and 31st st will be difficult for all that currently drive these roads. We certainly would not mind a home ownership community for all the old Ocala homeowners trying to downsize. Thank you for your consideration, Doug and Diane Kasmer

September 11, 2023

Ocala Planning and Zoning Commission
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Reference Case PD23-45098.

To whom it may concern:

The impact of a 260 dwelling unit apartment complex will be a concern for the residents at SE 24th Road. The road is a short and narrow two lane with six Assisted Living Facilities and Elementary School which limit the traffic in the mornings and afternoon to one lane due to the school.

My understanding is that the main entrance and exit from the proposed apartment complex will be at SE 31st Street and a second exit at SE 24th road. In my opinion, half of the vehicles or more will be using the SE 24th Road as a short cut to get to downtown or north of Ocala. There will be no traffic lights on SE 31st Street Apartment complex exit, due to be too close to the intersection with SE 19th Avenue.

My concern is how much more traffic are we going to be adding to the existing one.

Sincerely,

Edgardo Lopez
1701 SE 24th Road # 1906
Ocala, FL 34471

From: Samantha Pintos
To: Patricia Hitchcock; Endira Madraveren
Subject: FW: Proposed 31st ST Development
Date: Friday, September 8, 2023 2:11:02 PM
Attachments: image001.png

Thank you,

Samantha Pintos

Associate Planner
City of Ocala – Growth Management
201 SE 3rd Street (2nd Floor)
Ocala, Florida 34471
(352)629-8487

From: Allan <alland489@aol.com>
Sent: Friday, September 8, 2023 2:03 PM
To: Samantha Pintos <Spintos@ocalafl.gov>
Subject: Proposed 31st ST Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1813 SE 31st Lane

C. Allan Davison

Ocala, FL 34471

Ms Samantha Pintos

Department of Growth Management

City of Ocala, FL 344471

September 8, 2023

Good Afternoon Ms Pintos,

I am writing in response to your letter of August 24th concerning the proposed SE 31st Street development,(Case PD23-45098). Thank you for the offer to respond. My wife, Marjorie, and I live across the street from the proposed development, on SE 31st Lane, and we have some concerns relevant to the proposed development. I'll list them below:

- What consideration is being given to the foreseeable and dramatic additional traffic counts for SE 31st Street and SE 24th Road? In recent years there have been numerous accidents at the intersection of SE 24th Road and SE 31st Street. The foreseeable increase in traffic will only exacerbate that problem as well as amplify the current problem associated with the wait times on the traffic lights for the SE 31st Street and SE 18th Avenue intersection.

- In the drawing the proposed curb cut for traffic entry onto SE 31st Street is opposite the Southpoint Subdivision entrance at SE 17th Court. That is an intersection that already has a moderate traffic count and a new traffic flow there would be even more problematic.

- The developer's drawing indicates a plan to clear the existing trees from the property and replace the mature trees with new plantings. This is not consistent with keeping our city green and beautiful.

- What is the foreseeable impact on area schools with the additional number of residents in this development? Will new school bus routes and stops be added?

- A significant concern pertains to the two proposed drainage retention areas. The development's retention area overflow provisions may not be sufficient. As an example, in heavy rainfall periods the Southpoint's retention area overflow exceeds the SE 31st Street storm water drainage capacity. This is evinced by the Southpoint's retention area not draining at a rate that precludes its runoff onto the surrounding Rosewoods Subdivision properties and its concomitant sinkhole occurrences in heavy rainfall periods.

- Will there be a sidewalk installed on the SE 24th Road side of the property? At present that street frontage has no curb and relies on a "ditch" for street runoff and coincidently that is poorly maintained.

I will attend the September 11th meeting and look forward to seeing you there. If desired, I may be contacted at 352-840-0367 or email to ALLAND489@aol.com.

Sincerely,

//s//

C. A. Davison

Gabriela M. Solano

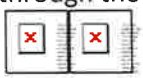
From: gmd
Sent: Monday, September 11, 2023 2:54 PM
To: Gabriela M. Solano
Subject: FW: Rezoning request for 31st and 24th RD.

From: Heather Amir <heatheramir@gmail.com>
Sent: Monday, September 11, 2023 2:47 PM
To: gmd <gmd@ocalafl.gov>
Subject: Rezoning request for 31st and 24th RD.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing to you all to request that a rezone not be allowed at that intersection. We live in Rosewood subdivision, and have lived here for 11 years. We have seen the amount of traffic at this intersection grow and grow. We have seen the proposed apartment complex and cannot even begin to imagine what kind of traffic that will bring. Our children attend Cornerstone, and we see first hand every morning, how crazy it is already. There are numerous traffic accidents at the light, traffic is held up, and South Ocala Elementary has traffic all over the place on SE 24th. When I go to and from cornerstone on Southeast 24th, there are multiple cars pulling into the grass by south Ocala, cutting across traffic, even people trying to run across the road to get the kids there. if you were to add more traffic on that road, someone is definitely going to get hurt because I already feel like they will with the current amount of traffic that there is. If you continue down on 24th to Lake Weir, people trying to turn left on lake weir is absolutely impossible. our current roads In this area cannot handle the amount of traffic we are seeing, let alone adding 300+ to that, would be insanity.
My advice to each and everyone of of you, is to sit at the light at SE 19th and SE 31st one morning from 7 to 9 am, and see for yourself how our area cannot handle anymore cars.
This morning, we had another bad accident that completely blocked the west bound lanes, causing so many to cut through the assisted living. This happens often, this is not a one off.



Thank you for taking time to read this email as I cannot be at the meeting tonight,
Heather Amir
352-215-4359
Sent from my iPhone

Gabriela M. Solano

From: Lauren <Lauren@jjdentistry.com>
Sent: Monday, September 11, 2023 4:42 PM
To: Gabriela M. Solano
Subject: Fwd: 31st development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Begin forwarded message:

>
>
> Good afternoon
>
> I live in South Point directly across from where this development is planned. The congestion that is already on 31st as it is an alternate route for 17th from Maricamp to SR 200 is incredible. There should be research on how many accidents have been reported at SE 31st and SE 18th Ave. I have lived here since 2011 and living on 31st has been a challenge as drivers consistent speed well over 15 mph over the speed limit. This creates for difficulty entering and exiting our community! Here are some photos and ironically one of these accidents happened today at 7:30 this morning. An apartment complex with over 200 homes would potentially add over 400 or more cars coming and going off of 31st directly across the street from our community that was developed here for over 20 years ago.
>



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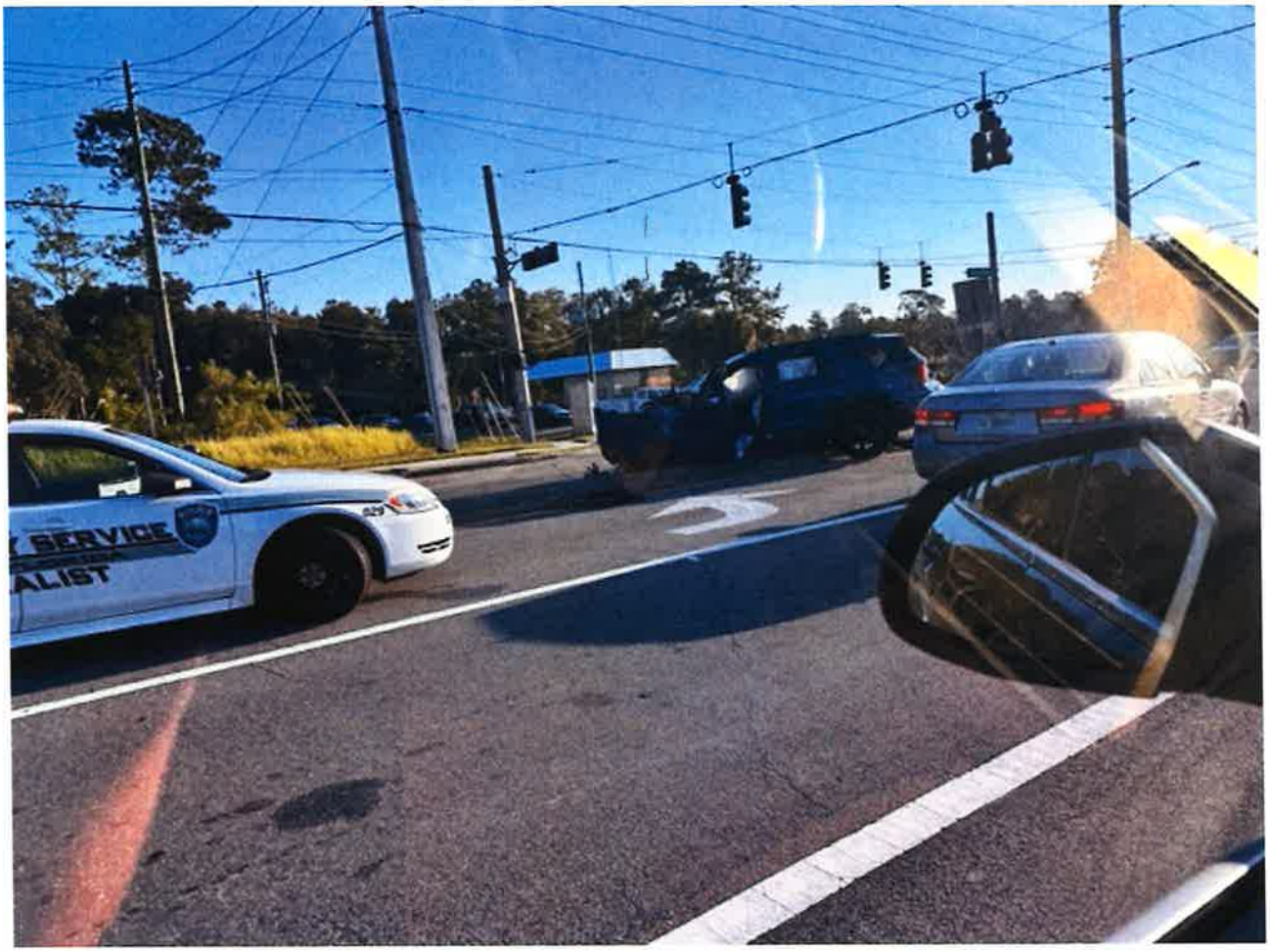
>
>



>
> Sincerely,
> Lauren Joyce
>

100

To the City Council of Ocala Florida

James Hilty Sr., Barry Mansfield, Ire Bethea, Sr. Kristen Dreyer, Jay Musleh

We, the below listed and signed residents, as nearby neighbors to the proposed multi family development on SE 31rd St and SE 24th Rd, hereby petition the Ocala City Council to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted by increased traffic, overcrowding schools, and challenges with entering and exiting our long-standing and existing residences and neighborhoods. Please deny this incompatible project.

Name	Address	Signature
Carli Tedeschi	2000 SE 33rd St	Carli Tedeschi
Kelsey Jackson	2020 SE 33rd street	
Jonathan Jackson	2020 SE 33rd street	
Brandon Tedeschi	2000 SE 33rd Street	
TOM MARKFERDING	2010 SE 33RD ST	
SUE MARKFERDING	2010 SE 33RD ST	Sue Markferding
Jennifer Jones	2010 SE 32nd St	
Jessica Murphy	3225 SE 21st Ave	
Bassem Alamedalin	3225 SE 21st Ave	
DEBORAH SHEA	2085 SE 32nd lane	
Michael C. Kellogg		
Sachiko Horikawa	3265 SE 21st Ave.	
Michael Haworth	2170 SE 32 LN	
Angelique Haworth	2170 SE 32lane	
Logan Oliver	2170 SE 32 Lane	
Olivia Haworth	2170 SE 32nd Ln	

To the City Council of Ocala Florida

James Hilty Sr., Barry Mansfield, Ire Bethea, Sr. Kristen Dreyer, Jay Musleh

We, the below listed and signed residents, as nearby neighbors to the proposed multi family development on SE 31rd St and SE 24th Rd, hereby petition the Ocala City Council to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted by increased traffic, overcrowding schools, and challenges with entering and exiting our long-standing and existing residences and neighborhoods. Please deny this incompatible project.

Name	Address	Signature
Ruthy Young	1834 SE 36th Pl	Ruthy Young
Darceen Neal	6471 SE 36th Ave #18	Darceen Neal
Lori Bright	1877 NE 40th Cir	Lori Bright
Carolynn Padgett	3940 NE 20th St	Carolyn Padgett
Ellen Amatea	2323 SE 15th St	Ellen S Amatea
Barbara Reese	1020 SE 5th St	B Reese
Patti Gilman	1310 SE 3rd St	Patricia S. Gilman
Jane Kemel	3946 SE 17th St	[illegible]
NANCY Rolfes	5037 NW 33rd Lane	Nancy Rolfes
Corinne Zivojovich	2335 SW 66 st	Corinne Zivojovich
Phyllis Cohen	2423 SE 19 Circle	
Joan [illegible]	5010 SW 99th place	Joan Morrison
Shannon Lamarche	622 SE 3rd Ave	[illegible]
Patti McGill	3436 SE 5th Pl Ocala 3447	Patti McGill
[illegible]	3948 N.E. 7th St Ocala Fl 34470	[illegible]
[illegible]	1834 SE 36th Pl Ocala 34471	Tim Johnson
Patricia DeBaulte	~~1201~~ 2015 SE 34th St. Ocala FL 34471	P. DeBaulte

To the City Council of Ocala Florida

James Hilty Sr., Barry Mansfield, Ire Bethea, Sr. Kristen Dreyer, Jay Musleh

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Name	Address	Signature
Elbert James Sr	3265 SE 21st Ave	Elbert James Jr.
Nadene Howard	2085 SE 32nd St.	Nadene Howard
Derek Fisher	1853 SE 14th Ave	
Michael Garlisi	2085 SE 33rd Street	Michael Garlisi
Barbara Garlis.	2085 SE 33rd St	
Tiffany Sullivan	3305 SE 21st Ave	
Colton Sullivan	3305 SE 21st Ave	
Paul Lopez	2065 SE 33rd St.	
Amanda Boyles	2100 SE 33rd St	
Jeff Boyles	2100 SE 33rd St	
Sandi M. Kellogg	3260 SE 21st Ave	Sandi M. Kellogg

Endira Madraveren

From: Aubrey Hale
Sent: Friday, October 6, 2023 8:13 AM
To: Endira Madraveren
Cc: Jeff Shrum
Subject: FW: Opposition to the Addition of Apartment Buildings on SE 31st St. and SE 24th Rd.

Please attach to the CC items. Not sure if this is a duplicate or not.

Aubrey Hale
Director, Economic Development
City of Ocala
201 SE 3rd Street
Phone # (352) 629-8550
Cell # (352) 812-6038
Fax # (352) 629-8242

From: Robin Andrews <robin.andrews10@gmail.com>
Sent: Friday, October 6, 2023 7:51 AM
To: Aubrey Hale <ahale@ocalafl.gov>
Cc: Jay Musleh <jmusleh@ocalafl.org>; Kristen M. Dreyer <kdreyer@ocalafl.org>; Ire Bethea Sr. <ibethea@ocalafl.org>; Barry Mansfield <bmansfield@ocalafl.org>; James Hilty Sr. <jhilty@ocalafl.org>
Subject: Opposition to the Addition of Apartment Buildings on SE 31st St. and SE 24th Rd.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hale,

I am writing to express my strong opposition to the proposed addition of apartment buildings on the corner of SE 31st St. and SE 24th Rd. in our community. I believe that this development would have a detrimental impact on our neighborhood and should not be approved for the following reasons:

1. Increased Traffic Congestion: The addition of apartment buildings will undoubtedly lead to a significant increase in traffic in the area. SE 31st St. and SE 24th Rd. are already heavily congested during peak hours, and adding more residents to the vicinity would exacerbate the problem, potentially leading to safety concerns and reduced quality of life for current residents.

2. Strain on Local Infrastructure: Our community's infrastructure, including schools, parks, and utilities, may not be adequately prepared to accommodate the influx of new residents. This could result in overcrowded schools, overburdened parks, and strained public services, ultimately diminishing the quality of life for all residents.

3. Impact on Property Values: The construction of apartment buildings could potentially lower property values in the surrounding area. Homeowners have invested in our community with the expectation of maintaining or increasing property values over time. This development could undermine that investment.

4. Preservation of Green Space: The proposed development would likely require the removal of green spaces and trees in the area. It is essential to protect and preserve these natural elements, as they contribute to the aesthetic appeal and environmental health of our neighborhood.

5. Community Voice: I urge you to consider the concerns and objections of the residents who call this neighborhood home. Our voices should be heard and taken into account when making decisions that impact our community.

I respectfully request that you deny the proposal for apartment buildings on the corner of SE 31st St. and SE 24th Rd. and instead explore alternatives that align with the character and needs of our neighborhood. I have attached the signatures of some of my neighbors who also request you deny this proposal.

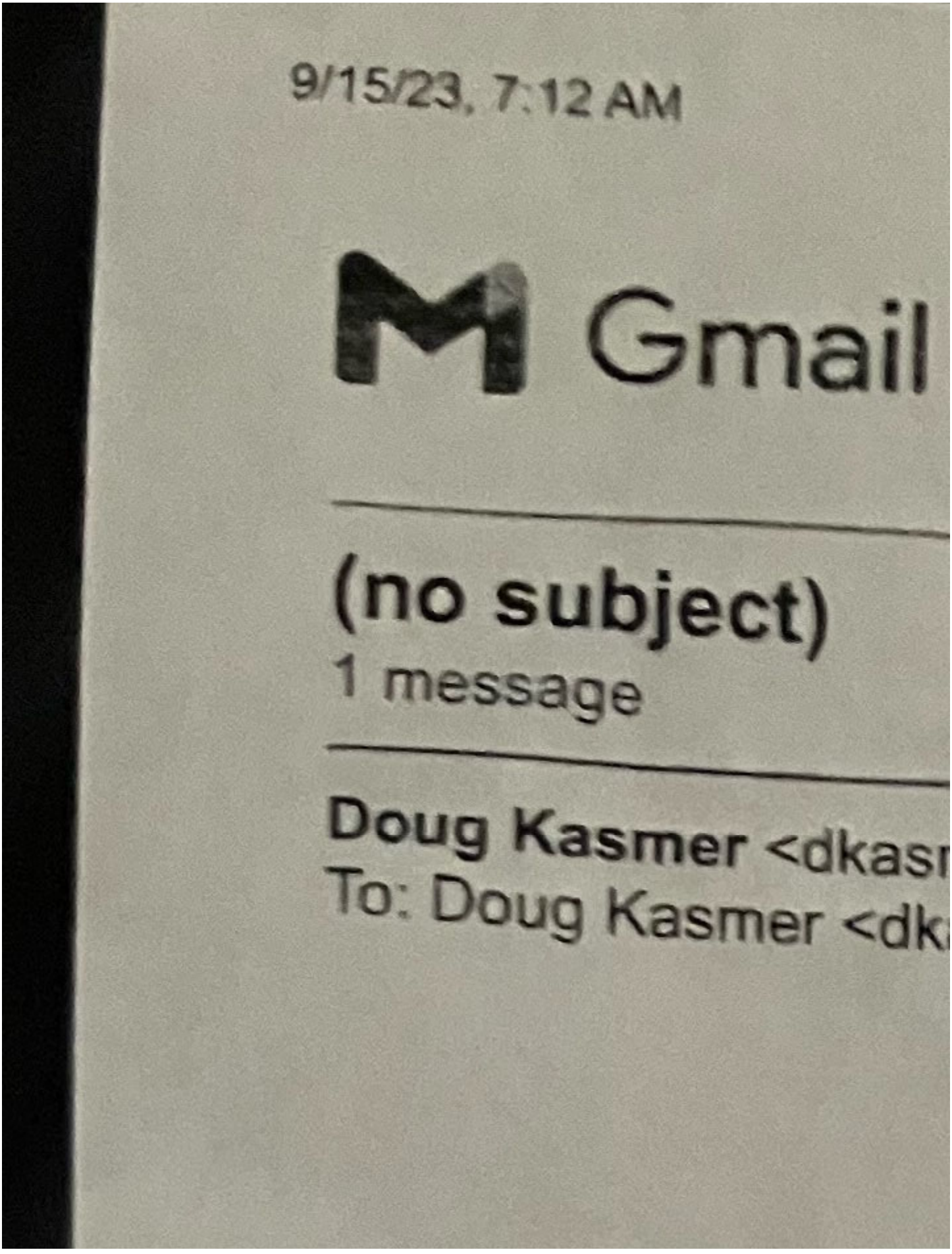
Thank you for your attention to this matter, and I trust that you will make the decision that is in the best interest of our community.

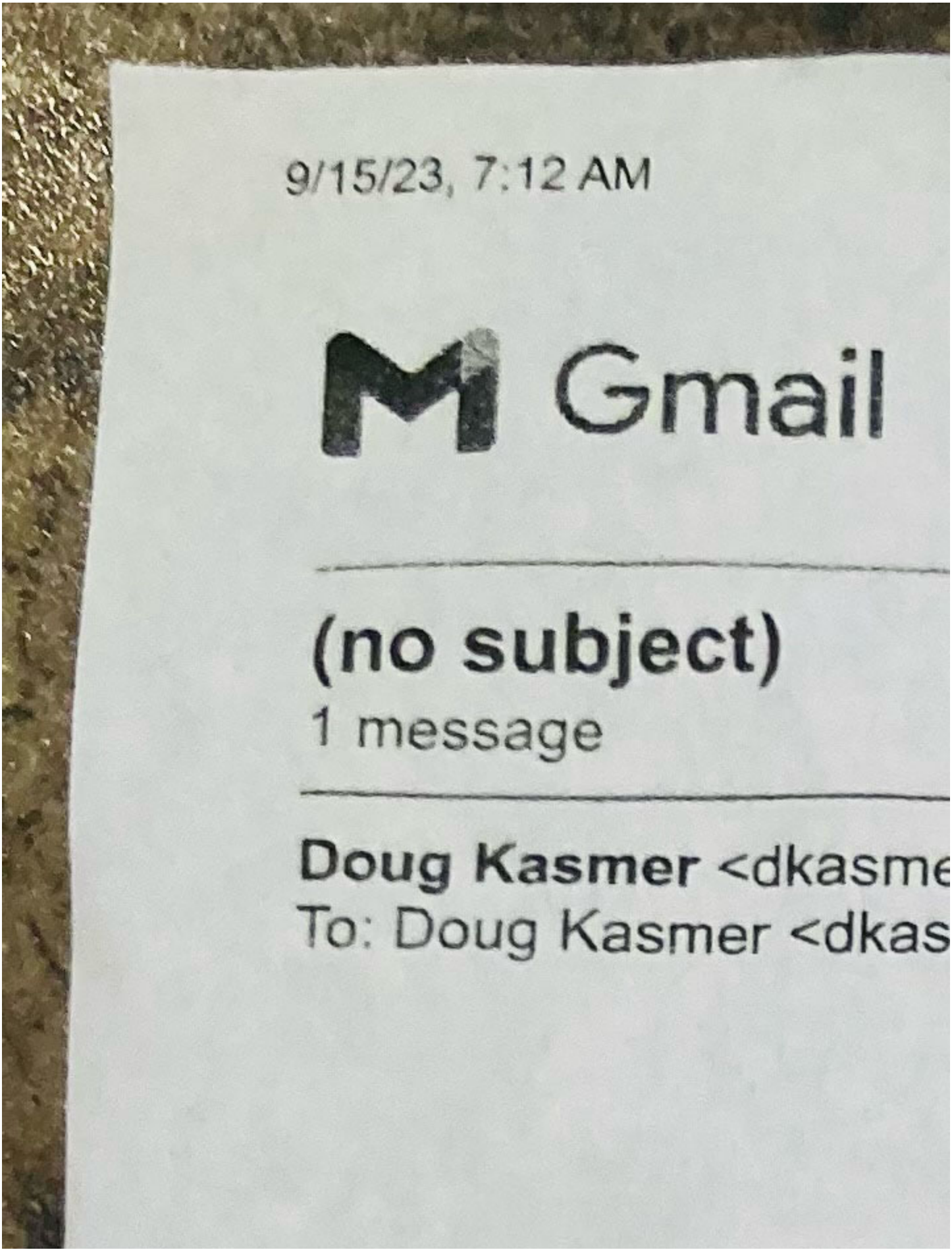
Sincerely,

Robin Andrews

2304 SE 33rd PL

Ocala, FL 34471


9/15/23, 7:12 AM
Gmail
(no subject)
1 message
Doug Kasmer <dkasr
To: Doug Kasmer <dk


9/15/23, 7:12 AM

Gmail

(no subject)

1 message

Doug Kasmer <dkasme

To: Doug Kasmer <dkas

Endira Madraveren

From: Aubrey Hale
Sent: Friday, October 6, 2023 10:59 AM
To: Endira Madraveren; Jeff Shrum
Subject: FW: Proposed multifamily apartment complex

Fyi, another opposition email for Impact, please include in the agenda items.

Aubrey Hale
Director, Economic Development
City of Ocala
201 SE 3rd Street
Phone # (352) 629-8550
Cell # (352) 812-6038
Fax # (352) 629-8242

From: Burke Brooks <burke.brooks@gmail.com>
Sent: Friday, October 6, 2023 10:56 AM
To: Aubrey Hale <ahale@ocalafl.gov>
Subject: Fwd: Proposed multifamily apartment complex

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hale,

Good morning, I sent this email to the city council members a few short moments ago. I'd also like to send to you for inclusion into their next meeting regarding the proposed multi-family apartment complex on SE 31st St.

Thank you for your time,
Burke Brooks

Get Outlook for iOS

From: Burke Brooks <burke.brooks@gmail.com>
Sent: Friday, October 6, 2023 10:52 AM
To: kguinn@ocalafl.org <kguinn@ocalafl.org>; jmuslsh@ocalafl.org <jmuslsh@ocalafl.org>; kdreyer@ocalafl.org <kdreyer@ocalafl.org>; ibethea@ocalafl.org <ibethea@ocalafl.org>; jhilty@ocalafl.org <jhilty@ocalafl.org>; bmansfield@ocalafl.org <bmansfield@ocalafl.org>
Subject: Proposed multifamily apartment complex

Dear City Council Members,

As nearby residents to the proposed multifamily apartment complex on SE 31st Street and SE 24th Road, we hereby petition the Ocala City Council members to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted in multiple ways. Some of those are included below but not limited to:

- Increased traffic.

- Congestion furthered at the 4 way intersections on SE 31st Street *especially during the work/school hours of the day.

- FURTHER overcrowding of schools.

- Challenges entering and exiting LONG standing residences/neighborhoods.

- Difficult entry & exits for emergency vehicles who have to manipulate the excess traffic in & out of those subdivisions.

- School traffic – both foot & vehicular.

We are asking that you please deny this incompatible project.
Regards,
The Brooks family

PROPOSED apartment complex at SE 31 st Street and SE 24 th Road
260 units on 14.67 acres *density 17.72

CARRINGTON LANE apartments
214 units on 15.6 acres *density 14.11

DEERWOOD VILLAGE apartments
328 units on 35.42 acres *density 9.26

OAK HAMMOCK PRESERVE (currently under construction at the east end of SE 31 st Street)
168 units on 20 acres *density 8.4

Already zone approved apartment complex at 2700 SE 17 th Street
310 units on 37.24 acres *density 8.3

*All 5 of the above complexes are within a 3.1 mile radius
Information obtained from MCPA

Get Outlook for iOS

Endira Madraveren

From: Aubrey Hale
Sent: Friday, October 6, 2023 11:40 AM
To: Jeff Shrum; Endira Madraveren
Subject: FW: Proposed Multi-Family Apartment Complex

Another one

Aubrey Hale
Director, Economic Development
City of Ocala
201 SE 3rd Street
Phone # (352) 629-8550
Cell # (352) 812-6038
Fax # (352) 629-8242

From: Karen's Mail <kbrooks1299@gmail.com>
Sent: Friday, October 6, 2023 11:38 AM
To: Kent Guinn <kguinn@ocalafl.org>; Kristen M. Dreyer <kdreyer@ocalafl.org>; Ire Bethea Sr. <ibethea@ocalafl.org>; James Hilty Sr. <jhilty@ocalafl.org>; Barry Mansfield <bmansfield@ocalafl.org>; jmuelsh@ocalafl.org
Cc: Aubrey Hale <ahale@ocalafl.gov>
Subject: Proposed Multi-Family Apartment Complex

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City of Ocala Council Members,

As nearby residents to the proposed multifamily apartment complex on SE 31st Street and SE 24th Road, we hereby petition the Ocala City Council members to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted in multiple ways. Some of those are included below but not limited to:

- Increased traffic.

- Congestion furthered at the 4 way intersections on SE 31st Street *especially during the work/school hours of the day.

- FURTHER overcrowding of schools.

- Challenges entering and exiting LONG standing

residences/neighborhoods.

• Difficult entry & exits for emergency vehicles who have to manipulate the excess traffic in & out of those subdivisions.

• School traffic – both foot & vehicular.

We are asking that you please deny this incompatible project.
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*All 5 of the above complexes are within a 3.1 mile radius
Information obtained from MCPA

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Sent from my iPhone

File #: 2024-0223 Agenda Item #: 6c.

Submitted By: Endira Madraveren

Presentation By: Endira Madraveren

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Adopt Resolution 2024-2 concerning a PD, Planned Development, including PD standards for property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00) (Case No. PD23-45098) (Quasi-Judicial) - Postponed from the October 17, 2023, City Council meeting - Request to postpone to the December 19, 2023, City Council meeting

---

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:

- Applicant: Impact Development Partners, LLC
- Property Owner: 31st Street, LLC
- Agent: Fred N. Roberts Jr, Esq, Klein & Klein, LLC
- The subject property was a portion of a larger PUD. The original PUD has been expired for over 25 years. This property was shown as residential on the expired PUD but had no specific development standards as it relates to design.
- The property is surrounded on three sides by assisted living facilities and multi-family complexes.
- The traffic study is under review; staff has recommended revisions to the original submittal. An approved traffic study is required before the final site plan is approved.
- The PD plan includes enhanced design features, including Florida-friendly plantings in the buffers and open space, pedestrian walking trails, and enhanced landscaped entrances.
- Taller, four-story buildings are proposed to be located at the interior of the development, with the three-story buildings on the exterior.
- The Planning & Zoning Commission recommended approval with a three to two vote at their September 11, 2023, meeting.

FINDINGS AND CONCLUSIONS: The PD plan and standards are consistent with the land development

regulations, and compatible with the surrounding area. Staff recommends approval.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This resolution will be reviewed by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

RESOLUTION 2024-2

A RESOLUTION APPROVING A PLANNED DEVELOPMENT (PD) PLAN AND ASSOCIATED PD STANDARDS BOOK (IMPACT DEVELOPMENT PD) FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF SE 24TH ROAD AND SE 31ST STREET, OCALA, MARION COUNTY, FLORIDA (CASE NO. PD-45098).

WHEREAS, Impact Development Partners, LLC submits a PD plan (Case PD23-45098) for property located at the northwest corner of SE 24th Road and SE 31st Street, approximately 14.15 acres to allow for the construction of 260 multi-family residential units, including enhanced buffering along SE 24th Road and SE 31st Street, pedestrian walking trails, landscaped entries, dog park, and car wash;

WHEREAS, on September 11, 2023, the Planning and Zoning Commission recommended approval of the applicant's request by a three to two vote;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session, as follows:

1. The City of Ocala does hereby approve the Impact Development PD plan (Exhibit "A") and PD standards book (Exhibit "B").
2. The effective date for this resolution will be October 17, 2023.
3. The approved PD plan and associated PD standards book shall apply following described land located in Ocala, Marion County, Florida, to wit:

COMMENCE AT THE SOUTHWEST CORNER OF THE NW 1/ 4 OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID NW 1/ 4, S. 89°56'41" E., A DISTANCE OF 1080.27 FEET; THENCE N. 00°12'48" W., A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SE 31ST STREET, A 100.00 FOOT RIGHT OF WAY AS NOW CONSTRUCTED, AND THE POINT OF BEGINNING; THENCE CONTINUE N. 00°12'48" W., A DISTANCE OF 951.41 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SE 24TH STREET ROAD (ALSO KNOWN AS OAKHURST ROAD), A 60 FOOT RIGHT OF WAY AS NOW CONSTRUCTED; THENCE

ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE S. 56°21 '35" E., A DISTANCE OF 1138.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING S. 29°53'06" E., A DISTANCE OF 328.30 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.15 FEET THROUGH A CENTRAL ANGLE OF 52°40'27" TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING, S. 43°10'06" W., A DISTANCE OF 51.10 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.29 FEET THROUGH A CENTRAL ANGLE OF 93°47'02" TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SE 31ST STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N. 89°56'41" W., A DISTANCE OF 1072.61 FEET TO THE POINT OF BEGINNING.

4. A certified copy of the Resolution shall be recorded by the Clerk of the City of Ocala in the public records of Marion County, Florida.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled as follows:

This resolution adopted this _____ day of _____, 2023.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
James P. Hilty Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Exhibit A

Impact Development PD Plan



LAND USE LEGEND

- Ⓡ - RECREATION
- OPEN SPACE
- DRA - DRAINAGE RETENTION AREA
- ROAD/ACCESS LOCATION
- AGGREGATE OPEN SPACE
- * - GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN

SITE DATA TABLE

PROJECT LOCATION	TBD
OWNER/DEVELOPERS	OWNER: 31ST STREET, LLC 101 N.E. 16TH AVENUE OCALA, FLORIDA 34470-6904 DEVELOPER: IMPACT DEVELOPMENT, LLC 900 CIRCLE 75 PARKWAY, SUITE 550 ATLANTA, GEORGIA 30339
PROPOSED ZONING	PD PLANNED DEVELOPMENT
FUTURE LAND USE	LOW INTENSITY
PROPOSED DEVELOPMENT	MULTI-FAMILY HOUSING
DENSITY	MAXIMUM OF 260 UNITS = 17.7 UNITS/AC.
PARCEL ACCOUNT NUMBER	29851-000-00
SITE GROSS AREA	±14.67 ACRES
OPEN SPACE: REQUIRED TOTAL OPEN SPACE (MIN.) PROPOSED TOTAL OPEN SPACE REQUIRED AGGREGATE OPEN SPACE * PROPOSED AGGREGATE OPEN SPACE	 5.87 AC. (40% OF GROSS ACREAGE) 5.91 AC. (257,508 S.F.) (40.3% OF GROSS ACREAGE) 0.59 AC. (25,751 S.F.) 0.63 AC. (27,423 S.F.)
PROPOSED FLOOR AREA RATIO (F.A.R.)	285,562 S.F. TOTAL = 0.447 F.A.R. (44.7%)
MAXIMUM FLOOR AREA RATIO	0.50 (50.0%)
BUILDING SETBACKS	FRONT YARD = 20' SIDE YARD = 20' REAR YARD = 20'
STREET WIDENING SETBACK	ZERO
BUFFERS	SOUTH = 15' LANDSCAPED BUFFER WEST = 20' NATURAL ENHANCED BUFFER NORTH/EAST = 5' LANDSCAPED BUFFER
MAXIMUM BUILDING HEIGHT	55 FEET
ROADS	PRIVATE
UTILITIES	PRIVATE
DRAINAGE	PRIVATE, WITH PUBLIC FLOWAGE AGREEMENT
AMENITIES	COMMUNITY CLUBHOUSE, POOL, LANDSCAPED & OPEN AREAS, PEDESTRIAN FRIENDLY.
PARKING REQUIRED	1.5 SPACES/DU X 260 UNITS = 390 SPACES

* AGGREGATE OPEN SPACE SHALL BE PROVIDED PER SECTION 122-942(4) OF THE CITY OF OCALA LAND DEVELOPMENT REGULATIONS.

PARKING REQUIREMENTS: EACH DEVELOPMENT WITHIN THE PD SHALL MEET THE REQUIREMENTS IN SECTIONS 122-1001 THROUGH 122-1016 OF THE CITY OF OCALA CODE OF ORDINANCES.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200, OCALA, FL 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT	242197000		
DATE	JULY 2023		
SCALE	AS SHOWN		
DESIGNED BY	KHA		
DRAWN BY	TEF		
CHECKED BY	JAF		

PLANNED DEVELOPMENT PLAN

HŌM OCALA

PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
PD002

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Exhibit B

PD Standards Book

HōM OCALA

PLANNED DEVELOPMENT

PD STANDARDS

Prepared for:

Impact Development Management, LLC.

Prepared by:

Kimley-Horn and Associates, Inc.

July 2023

Kimley»Horn

1700 SE 17th Street, Suite 200
Ocala, Florida 34471
352 438 3000

PD PLAN


NORTH
GRAPHIC SCALE IN FEET
0 25 50 100
LAND USE LEGEND
RECREATION
OPEN SPACE
DRA - DRAINAGE RETENTION AREA
ROADACCESS LOCATION
AGGREGATE OPEN SPACE
GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN
SITE DATA TABLE
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PROPOSED ZONING
FUTURE LAND USE
PROPOSED DEVELOPMENT
DENSITY
PARCEL ACCOUNT NUMBER
SITE GROSS AREA
OPEN SPACE
PROPOSED FLOOR AREA RATIO (F.A.R.)
MAXIMUM FLOOR AREA RATIO
BUILDING SETBACKS
STREET WIDENING SETBACK
BUFFERS
MAXIMUM BUILDING HEIGHT
ROADS
UTILITIES
DRAINAGE
AMENITIES
PARKING REQUIRED
PROPOSED 20' NATURAL ENHANCED BUFFER
ENHANCED ENTRY
PROPOSED DEVELOPMENT SIGN
PROPOSED 5' WIDE CONCRETE SIDEWALK
PROPOSED 5' LANDSCAPED BUFFER
PROPOSED DRA
GARAGE BLDG (5 SPACES)
PROPOSED BUILDING #6 3-STORY (30 UNITS)
PROPOSED BUILDING #4 4-STORY (40 UNITS)
PROPOSED BUILDING #7 3-STORY (30 UNITS)
PROPOSED BUILDING #8 3-STORY (30 UNITS)
PROPOSED BUILDING #3 3-STORY (30 UNITS)
PROPOSED BUILDING #5 4-STORY (40 UNITS)
OPEN SPACE
PROPOSED WALKING TRAIL
ENHANCED LANDSCAPING
PROPOSED DOG PARK
PROPOSED POOL
PROPOSED CLUBHOUSE
PROPOSED BUILDING #2 3-STORY (30 UNITS)
PROPOSED BUILDING #1 3-STORY (30 UNITS)
PROPOSED GAZEBO
PROPOSED 15' LANDSCAPED BUFFER
10' PERMANENT AERIAL EASEMENT
S.E. 24TH ROAD (80' RIGHT OF WAY)
S.E. 31ST STREET (100' RIGHT OF WAY)
PLANNED DEVELOPMENT PLAN
HŌM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
CITY OF OCALA
SHEET NUMBER
PD002

INTRODUCTION

"HōM Ocala" Planned Development is approximately 14.67 acres located within the City of Ocala (29851-000-00), west of the intersection of SE 31st Street and SE 24th Road. The property is located within an area of the City that includes a diverse mix of existing land uses that support the goals defined in the City's Comprehensive Plan.

The PD Plan for "HōM Ocala" provides a blueprint for the preferred development patterns, design qualities, and transportation systems that should be encouraged in this 260-unit apartment complex development.

Consistent with requirements for a PD Plan, these PD Standards ("Standards") establish project objectives that are appropriate for planning. It is expected that during review for "Impact Development", the following activities will take place:

1. PD Plans will be prepared and submitted through the City of Ocala development review process.

2. Updates to building architecture and articulation will be amended if needed to reflect design.

3. Adjustments to the Standards contained in this document will be submitted by the developer and approved by the City at a staff-level as permitted in Sec. 122-946 of the City's Code of Ordinances.

These Standards serve as the foundation for the planning and development efforts of the plan, following the provisions of the City's Planned Development (PD) district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the PD Plan is comprised of components intended to provide assurance that the development of the property complies with the requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the multi-family residential use of the development in accordance with this document, including building and site design elements, which help ensure the provision of sound and sustainable land use planning. These components are more fully described and presented throughout this document and include the PD Plan, delineation and identification of Planning Area and Standards for development. This application is consistent with the City of Ocala's Low Intensity Future Land Use classification and PD zoning district.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes standards that have been developed based on existing site features, available infrastructure, the City's overall vision for the area and similarly situated residential developments. The PD Plan provides a sustainable land use which is compatible internally and with adjacent properties. The standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity land use classification of the City's adopted Comprehensive Plan.

OVERALL GUIDING PRINCIPLES

This PD Plan is for a residential apartment complex with up to 260 units and open space. The following guiding principles are intended to provide a framework for development and provide for implementation of the overall vision.

- Buildings should be organized and arranged to reinforce the primary street edges, to provide for transit opportunities (when appropriate), and to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project. Surface parking shall generally be designed as described in Section 122, Article V, Division 29 and Article VI of the Code of Ordinances.
- The project architecture shall promote and enhance a pedestrian scale and orientation on any façade facing a street, through building articulation, transparency, or other design treatments.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Access driveways have been designed and are shown to minimize congestion.
- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements such as non-commercial banners or hanging planters. Lighting should include cut-off fixtures, where appropriate, and light shall not spill beyond parcel boundaries. Lighting adjacent to exterior boundary or neighboring residential shall be 16 feet in height and shielded to limit impacts on surrounding properties.

DEVELOPMENT STANDARDS

This PD is intended to provide for flexibility in design while meeting the City's intent for development in this region. These standards and supporting application materials allow for proper development with intent to minimize impacts to and from adjoining land uses. Site development must be ever mindful of the emphasis on pedestrian connectivity with safe and inviting design addressing convenient access for walking and bicycling for users of the area. Such emphasis shall be achieved at all development stages. The overall program distribution may be adjusted according to the needs of the community, providing the total densities and intensities included in the PD Plan are not exceeded. “HōM Ocala” PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts to existing adjoining uses.

Land uses shall be in accordance with the standards contained within this PD Plan.

This PD Standards book is intended to communicate the general design intent of the project. When the opportunity arises to present a superior design alternative that may not adhere to each and every standard in this book, The City of Ocala may permit such superior design alternative through an administrative review and approval of the referenced project.

Table 1: Development Standards for Residential Use

Standard	Requirements
Tract size (acres)	±14.67 acres
Intensity (minimum and maximum FAR)	0.0 (min), 0.50 (max)
Maximum Density	18.0 Units / Ac.
Minimum Setbacks (feet)[1]	Front Yard: 20’ Side Yard: 20’ Rear Yard: 20’
Minimum Lot Size ·	N/A
Building Height	Maximum 55 feet
Building Service Areas	Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping.
Dumpsters	Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. Dumpsters shall be screened with masonry walls if visible from the public. Trash compactors shall not be located along the western property line to provide distance from neighboring residential areas.
Parking	Parking shall be pursuant to Article VI of the Land Development Code at 1.5 spaces per unit.

Table 1: Development Standards for Residential Use	
Standard	**Requirements**
Utilities	Utilities should be located/buried such that tree installations are possible.
Lighting	Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements such as banners or hanging planters. Lighting adjacent to exterior boundary shall shielded to limit impacts on surrounding properties.
Signage	Signage shall be provided for the proposed uses and for pedestrian safety based on applicable portions of the Code of Ordinances, Chapter 110, Article III, Division 2. This shall include Sec.110-158 (1)(c). Back lighting or external illumination shall be allowed. Monument signs and wayfinding signage shall be identified on the site development plans and will be permitted separately as required in the Code of Ordinances.
Buffers[1]	Buffers shall comply with 122-260, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development.
Open Space	40% minimum. See notes and site data on plan.
Exterior Elevations	Exterior elevations are provided within this booklet.
Accent Materials	Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics included in the PD Plan including, but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features.
Lots and Roadway Alignment	Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for minor engineering and planning considerations, subject to City approval.
Access	The proposed development shall be provided access to the public road as generally illustrated on the PD Plan.

[1] Buffers may include trails and other similar passive recreation uses including but not limited to landscaping, fencing, drainage/water retention areas, walls, signage and underground utilities.

ENHANCED FEATURES OF THE PLANNED DEVELOPMENT

The following are enhanced features of the PD that exceed typical code requirements:

1. **Buffer Along SE 31st St:**
   a. Required: 10' Wide landscape buffer. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c.
   b. Proposed: 15' Wide enhanced landscape buffer with 1 Small Tree per 25 LF, 3' hedge planted 3' o.c., with ground cover and ornamental grass plantings utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth. Small Trees as possible around utilities.
2. **Stormwater Retention Adjacent to Property Boundary:**
   a. Required: Hedge to screen around drainage retention facility.
   b. Proposed: Enhanced 10' Buffer including 1 Shade Tree per 50 LF, 1 Small Tree per 25 LF utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth, and native shrub and ornamental grass plantings (3' ht. min. and 48" o.c. max.) Where existing trees are present, 1 Small Tree per 50 LF with native shrub and ornamental grass plantings.
3. **Buffer Along West boundary:**
   a. Required: 10' Wide landscape buffer. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c.
   b. Proposed: 20' Wide Natural enhanced landscape buffer preserving existing trees and understory vegetation. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c. located outside of and around trees and vegetation to supplement existing buffer where shown.
4. **Buffer Along SE 24th Rd:**
   a. Required: 5' Landscape screening of vehicular-use areas with hedge.
   b. Proposed: Enhanced 10' Buffer utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth. Includes Shade Trees, Small Trees, and native shrub and ornamental grass plantings, 3' ht. min. and 48" o.c. max. See notes on plan regarding trees proposed per LF.
5. **Open Space Landscaping:**
   a. Required: None.
   b. *Proposed: Enhanced landscaping planted at Open Space edges to help define and enhance the area. Native and Florida-Friendly plant species are used as a hierarchy of sizes to create interest and depth to frame the open space.*
6. **Pedestrian Trails:**
   a. Required: None.
   b. *Proposed: Pedestrian walking trails throughout internal open spaces and around the perimeter of a proposed retention area. Walking trail around the proposed retention area will be supplemented with a gazebo or pavilion for use by residents.*
7. **Landscaped Entries:**
   a. Required: None.
   b. *Proposed: Enhanced landscaping planted within curbed medians at project entrances. Plantings can include Small Trees, native shrubs, and ornamental grass plantings.*

TYPICAL BUILDING ELEVATIONS, ARTICULATION, AND ACCENT MATERIALS







TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

TYPICAL APARTMENT BUIDING

FRONT VIEW



SIDE VIEW



FRONT VIEW



SIDE VIEW



EXAMPLE LANDSCAPE FEATURES AND MATERIALS







File #: 2023-1705 Agenda Item #: a.

Impact Development Partners, LLC / PD23-45098

Petitioner: Impact Development Partners, LLC
Agent: Fred N. Roberts, Jr, Esq, Klein & Klein, LLC
Planner: Endira Madraveren 352-629-8440
emadraveren@ocalafl.gov

A request to rezone from PUD-0, Planned Unit Development, to PD, Planned Development, and approval of PD Plan with Design Standards, property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00), approximately 14.15 acres.

Recommended Action: Approval

City Council Tentative Schedule: Upon recommendation of approval or denial by the P & Z Commission, this item will be presented to City Council for introduction at the **Tuesday, October 3, 2023,** City Council meeting and second and final hearing at the **Tuesday, October 17, 2023**.

CITY OF OCALA
Meeting Date: September 11, 2023
PLANNING AND ZONING COMMISSION REPORT

Subject: PD Rezoning & Plan with Design Standards

Submitted By: Endira Madraveren, AICP

Department: Growth Management

Ordinance Reading Date: October 3, 2023 (1st City Council reading)
October 17, 2023 (2nd & final City Council meeting)

Resolution Reading Date: October 17, 2023

STAFF RECOMMENDATION (Motion Ready): Approval of a rezoning from PUD-0, Planned Unit Development, to PD, Planned Development, and approval of PD Plan with Design Standards for approximately 14.15 acres of property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00) (Case PD23-45098).

OCALA'S RELEVANT STRATEGIC GOALS: Economic Hub, Quality of Place

BACKGROUND:

- **Applicant:** Impact Development Partners, LLC
- **Property Owner:** 31st Street, LLC
- **Agent:** Fred N. Roberts Jr, Esq, Klein & Klein, LLC
- The subject property was approved as PUD, the original PUD has been expired for over 25 years. Due to municipal record keeping, the previously approved development standards are no longer available.
- The property is surrounded on three sides by assisted living facilities and multi-family complexes.
- The traffic study is currently under review, staff has recommended revisions.
- The PD plan includes enhanced design features, including Florida-Friendly plantings in the buffers and open space, pedestrian walking trails, and enhanced landscaped entrances.
- Taller, 4-story buildings are proposed to be located towards the interior of the development, with the 3-story buildings on the exterior.

FINDINGS/CONCLUSIONS: The PD plan is consistent with the land development regulations, and it is compatible with the surrounding area.

FISCAL IMPACT: N/A

ALTERNATIVES:

- Approve
- Deny
- Table

SUPPORT MATERIALS:

- Staff Report

- Case Map
- Aerial
- PD Standards
- Planned Development Plan
- Master Landscape Plan
- Letter of Opposition

Applicant: Impact Development Partners, LLC

Agent: Fred N. Roberts Jr, Esq, Klein & Klein, LLC

Property Owners: 31st Street, LLC

Project Planner: Endira Madraveren

Zoning from: PUD-0, Expired Planned Unit Development
to: PD, Planned Development

Parcel Information

Acres: ±14.15 acres
Parcel(s)#: 29851-000-00
Location: northwest corner of SE 24th Road and SE 31st Street
Existing use: Undeveloped

Adjacent Land

Direction	Future Land Use	Zoning District	Current Use
North	Low Intensity	PUD-14	Brookdale Assisted Living Facility
East	Low Intensity	PUD-07 PUD-14	Casa Park Villas Subdivision Brookdale Assisted Living Facility
South	Neighborhood	R-1, Single-Family Residential	South Point Subdivision
West	Low Intensity	PUD-10	Marion Woods Assisted Living Facility

Background:

The subject property was annexed into the City in 1973. It was approved as a Planned Unit Development; staff was able to locate documentation that the PUD was expired prior to the South Point subdivision development in 1998. Due to municipal record keeping, the previously approved development standards are no longer available.

The PD plan and Standards Book, which have gone through three rounds of review at staff level, propose a 260-dwelling unit apartment complex with a density of 18.0 units per acre for the 14.15-acre site. The maximum density in the Low Intensity future land use is 18 dwelling units per acre. The maximum height of the development will be 55-feet with the taller, 4-story buildings located interior to the parcel. A 15-foot enhanced landscape buffer is proposed along SE 31st Street. The remaining buffers around the perimeter of the property vary between 10 and 15-feet. A secondary access is proposed at the NE corner of the subject property.

The PD Standards book provides for enhanced features including Florida-Friendly plant species within the buffers and open space, pedestrian walking trails, and landscaped entrances.

Planned Development Required Standards (Section 122-942)

(a) In reaching recommendations and decisions as to rezoning land to a PD district and approving a conceptual site development plan, the planning and zoning commission and city council

shall apply the following standards, in addition to the requirements of this chapter applicable to the rezoning of land generally:

1. *Access.* Every permitted use in a PD shall have access to a public street directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

   Staff Response: The proposed development has access onto SE 31st Street and SE 24th Road.

2. *Buffers.* When a PD abuts a less intensive use, it will be required to adhere to section 122-260, pertaining to buffer specifications, at a minimum. City council may require additional buffering based on individual circumstances.

   Staff Response: The PD does not abut a less intensive use. The development will provide enhanced landscaped buffers along SE 31st Street, SE 24th Road, and the western boundary abutting Marion Woods Assisted Living Facility.

3. *Underground utilities*. Within a PD, all utilities, including telephone, television cable and electrical systems, shall be installed underground in accordance with current city policies and standards. Appurtenances to these systems which require above ground installation must be effectively screened, and thereby may be excluded from this requirement.

   Staff Response: Utilities are proposed to be located underground such that tree installations are possible without conflict.

4. *Open space.* Open space requirements for a PD are as follows:
   a. Open space shall include active and passive recreation areas such as courtyards, streetscapes/sidewalks, playgrounds, golf courses, waterways, landscaped yards and patios, lagoons, floodplains, nature trails, roof areas, and other similar open spaces. Water retention areas that are designed as aesthetic lakes or ponds for passive or active recreational use may also be counted as open space, as long as these areas are designed to retain a minimum of three feet of water at all times.

      Staff Response: There is a proposed minimum 40% open space. These areas will include enhanced landscaping with walking trails.

   b. Fenced water retention areas, open water areas beyond the perimeter of the site, street right-of-way, driveways, off-street parking areas and off-street loading areas shall not be counted in determining open space. Side yards less than six feet wide shall not be counted as open space.

      Staff Response: Aggregate open space will be provided per Section 122-924(4). Gross open space is calculated at 5.87-acres, with proposed aggregate open space calculated at 0.63-acres.

   c. Open space shall be clustered into larger tracts/areas. Buildings and structures should be clustered so that the open space is usable to the occupants/residents

rather than merely providing spacing between buildings or structures. Zero lot line and clustered design is encouraged. Front, side and rear yards in single-family residential areas shall not be counted as aggregate open space.

Staff Response: Open space is clustered into usable recreation areas for residents.

d. There shall be a minimum open space requirement of 25 percent of the total gross acreage for all development in any PD project. For single-use residential PD projects, the minimum open space requirement shall be 40 percent. At least ten percent of the total required open space shall be in usable aggregate form. Aggregate open space is defined as common open space areas that are designed and intended for use by all occupants/residents of a PD.

Staff Response: There is a proposed minimum 40% open space. These areas will include enhanced landscaping with walking trails.

5. *Unified control.* The applicant shall furnish the city with sufficient evidence to the satisfaction of the city attorney that the applicant is in the complete, unified and otherwise-unencumbered control of the entire area of the proposed planned development, whether the applicant be an individual, partnership, corporation, other entity, group or agency. The applicant shall provide the city all necessary documents and information that may be required by the city attorney to assure the city that the development project may be lawfully completed according to the plans sought to be approved.

   Staff Response: The application includes a Letter of Authorization signed by the current property owners – 31st Street, LLC.

6. *Phasing.* City council may allow or require phasing of the proposed development. All phasing must be related to previous development, surrounding properties, and available public facilities and services, where a failure to proceed with subsequent phases of development will have no adverse impact on the completed phase(s) or surrounding properties.

   Staff Response: Phasing will be determined during the site plan process.

7. *Platting.* All uses/parcels meeting the definition of a subdivision shall meet chapter 114 (subdivisions) requirements.

   Staff Response: A subdivision process is not required for this development.

8. *Site plan review*. Development requiring site plan review shall comply with Chapter 122, Article IV. A final site plan shall be consistent with a final development plan.

   Staff Response: Subsequent to PD approval by City Council, the site plan may be submitted for staff review by the applicant.

9. *Development.* A development meeting the criteria for a shopping center shall comply with all regulations as set forth in division 29 of chapter 122 (shopping centers) except for: subsections 122-908(7),(8) and (9) and 122-918(a)(l).

   Staff Response: N/A.

10. *Access to utility systems and public services.* A PD shall be located in relation to sanitary sewer lines, water lines, storm/surface drainage systems, and other utility systems.

    Staff Response: Utility services are outlined in detail in the Level of Service Impact Analysis below. All utility services are located in proximity to the development.

Staff Recommendation: Approval of PD23-45098

Basis for Approval:
The PD plan is consistent with the land use category and land development regulations. Staff recommends approval.

Factual Support:

1. Consistent with the following Objective and Policies of the City of Ocala Future Land Use Element:
   a. Objective 12: The Future Land Use Element shall require efficient use of existing services, facilities and infrastructure to discourage urban sprawl and promote a clustered urban development pattern.
   b. Policy 12.1: The City shall require that all development have adequate services and facilities including water, roads, sewage collection and treatment, stormwater drainage, recreation and solid waste disposal, to the extent required by state law, other provisions of this Comprehensive Plan, or the City's Land Development Code.
2. The requested zoning designation of PD, Planned Development, is eligible to implement the land use designation of Low Intensity and the PD plan is consistent with chapter 122, article V, division 30 of the City's land development regulations.
3. Approval of this request will not adversely affect the health, safety, convenience, prosperity or general welfare of the community.

Level of Service Impact Analysis:

Transportation: Developments proposing to generate 100 or more peak hour trips are required to submit a traffic study as part of the site plan review. The Traffic Study is currently under review. Although the study has not been completed, it appears that the developer will be responsible for extending the eastbound left-turn lane on SE 31st Street at SE 17th Court/project driveway. They will also be required to submit several supplemental items such as: a 3-year crash history review for the intersections of SE 31st Street at 17th Court and SE 24th Road as well as recommendations to mitigate failures for built-out conditions at the unsignalized intersection of SE 31st Street and SE 24th Road.

Potable Water: Water service is available. An existing 8-inch water distribution main runs along SE 31st Street, while a 12" water distribution main runs along SE 24th Road.

Sanitary Sewer: Sewer service is available. Existing 8-inch gravity mains run along both SE 31st Street and SE 24th Road.

Stormwater: This property is not located within a flood zone. Facilities must be designed to provide flood protection for a 100 year 24-hour storm event. For any future development, runoff must be retained on-site to match pre-development conditions.

Solid Waste: Service is available. Dumpster locations will be determined during site plan approval.

Fire Service: City Fire Station #7 is located within a 0.5-mile radius.

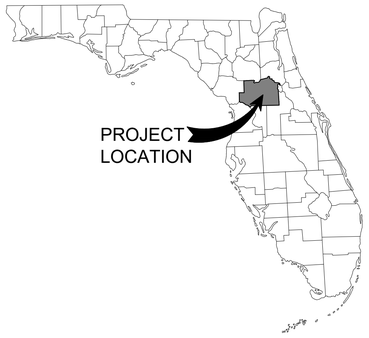
Schools: The impacted schools are currently experiencing localized overcrowding for South Ocala Elementary, Osceola Middle, and Forest High.

Zoning Classification

Proposed:

A planned development (PD) zoning district is intended to provide a process for the evaluation of unique, individually planned developments, which may not be otherwise permitted in zoning districts established by this chapter. Standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time retaining the absolute authority of city council to establish such conditions, stipulations, limitations and restrictions as it deems necessary to protect the public health, safety and general welfare.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



HōM OCALA
PLANNED DEVELOPMENT

CITY OF OCALA, FLORIDA

SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST

PARCEL ID # 29851-000-00

JULY 2023

PARKING CALCULATIONS:

PARKING REQUIRED:

MAXIMUM OF 260 UNITS AT 1.5 SPACES/UNIT	=	390 SPACES
REQUIRED =		390
PROVIDED =		408 SPACES

NOTES:

1. REQUIRED AND PROVIDED HANDICAP PARKING IS PER ADA (LATEST EDITION) AND CHAPTER 11 F.B.C.

TRAFFIC:

Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
3 Story Buildings (ITE LUC 220)	180 DU	1,229	79	19	60	98	62	36
4 Story Buildings (ITE LUC 221)	80 DU	335	24	6	18	32	20	12
Total Net New Trips		1,564	103	25	78	130	82	48

Note 1: Trip Generation was derived using the ITE Trip Generation Manual, 11th Edition.

Multifamily Housing (Low-Rise, 2-3 floors) [ITE 220]

Daily	T = 6.41*(X) + 75.31 (X is Number of Dwelling Units)
AM Peak Hour of Adjacent Street	T = 0.31*(X) + 22.85 (X is Number of Dwelling Units; 24% in, 76% out)
PM Peak Hour of Adjacent Street	T = 0.43*(X) + 20.55 (X is Number of Dwelling Units; 63% in, 37% out)

Multifamily Housing (Mid-Rise, 4-10 floors) [ITE 221]

Daily	T = 4.77*(X) - 46.46 (X is Number of Dwelling Units)
AM Peak Hour of Adjacent Street	T = 0.44*(X) - 11.61 (X is Number of Dwelling Units; 23% in, 77% out)
PM Peak Hour of Adjacent Street	T = 0.39*(X) + 0.34 (X is Number of Dwelling Units; 61% in, 39% out)

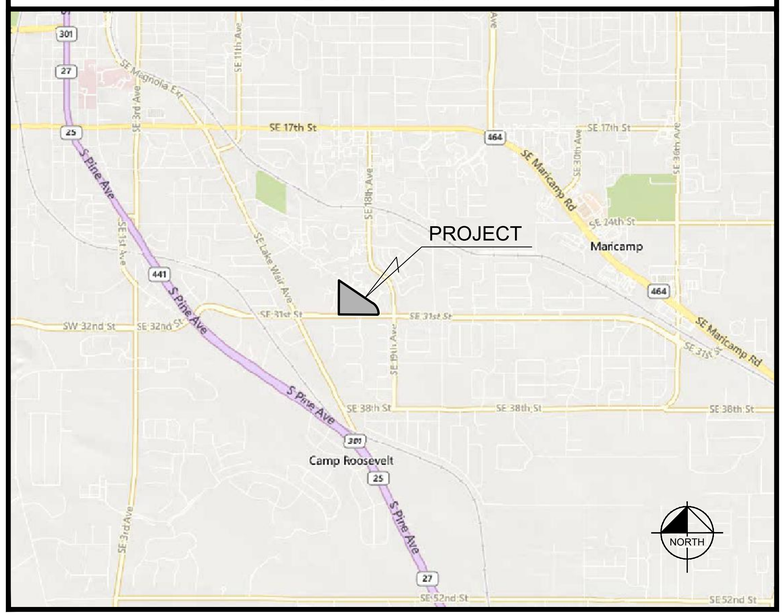
UTILITY PROVIDERS

UTILITY COMPANIES		
UTILITY COMPANY	CONTACT PERSON	PHONE NUMBER
CENTURYLINK	BILL MCCLOUD	(850) 599-1444
CITY OF OCALA TELECOMMUNICATIONS	OSHANE PARKER	(352) 401-6950
CITY OF OCALA WATER & SEWER DEPARTMENT	STACEY FERRANTE	(352) 351-6775
COX CABLE	MICHELLE OSBORNE	(478) 314-3577
OCALA ELECTRIC UTILITY	RANDY HAHN	(352) 351-6615
TECO PEOPLES GAS - OCALA	JOAN DOMNING	(813) 275-3783

OVERHEAD ELECTRIC NOTES

1. PER CITY ORDINANCE (118-101-(a)-6e) TREES SHALL NOT BE PLANTED WITHIN 30' OF OCALA ELECTRIC UTILITY'S OVERHEAD ELECTRIC TRANSMISSION LINE.
2. BUSINESS SIGNAGE MUST MAINTAIN A 7.5 FT HORIZONTAL CLEARANCE AND AN 8 FT VERTICAL CLEARANCE FROM THE OVERHEAD POWER LINES.

LOCATION MAP



DRAWING INDEX

SHEET	TITLE
PD001	COVER SHEET
PD002	PLANNED DEVELOPMENT PLAN
PD003	MASTER LANDSCAPE PLAN
PD004	EXISTING TOPOGRAPHY
1 OF 2	SURVEY
2 OF 2	SURVEY

PROJECT OWNER AND CONSULTANTS

OWNER/APPLICANT:
31ST STREET, LLC
101 N.E. 16TH AVENUE
OCALA, FLORIDA 34470-6904

DEVELOPER:
IMPACT DEVELOPMENT, LLC
900 CIRCLE 75 PARKWAY, SUITE 550
ATLANTA, GEORGIA 30339

CIVIL ENGINEERING CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE 17TH STREET, SUITE 200
OCALA, FLORIDA 34471
(352) 438-3000

SURVEYOR:
R.M. BARRINEAU AND ASSOCIATES, INC.
OAKHURST PROFESSIONAL PARK
1309 SE 25TH LOOP, SUITE 103
OCALA, FLORIDA 34471

LEGAL DESCRIPTION

PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 3972, PAGE 1780 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 1080.27 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 31ST STREET, A 100 FOOT RIGHT OF WAY AS NOW CONSTRUCTED, AND THE POINT OF BEGINNING;THENCE CONTINUE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 951.41 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHEAST 24TH STREET ROAD (ALSO KNOW AS OAKHURST ROAD), A 60 FOOT RIGHT OF WAY AS NOW CONSTRUCTED; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 56 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 1138.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING SOUTH 29 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 328.30; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.15 FEET THROUGH A CENTRAL ANGLE OF 52 DEGREES 40 MINUTES 27 SECONDS TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 10 MINUTES 06 SECONDS WEST, A DISTANCE OF 51.10 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.29 FEET THROUGH A CENTRAL ANGLE OF 93 DEGREES 47 MINUTES 02 SECONDS TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTHEAST 31ST STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, A DISTANCE OF 1072.61 FEET TO THE PONT OF BEGINNING.

GENERAL NOTES

WATER:
POTABLE WATER WILL BE PROVIDED BY CITY OF OCALA.

SEWER:
WASTEWATER WILL BE PROVIDED BY CITY OF OCALA.

FEMA DESIGNATION:
PER FEMA FIRM PANEL NUMBER 12083C0536D EFFECTIVE AUGUST 27, 2008, THE PROJECT AREA LIES IN ZONE 'X', AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP.

DRAINAGE SUMMARY:
THIS PROJECT SHALL UTILIZE ON-SITE WATER RETENTION AREAS SIZED TO MEET THE REGULATORY REQUIREMENTS OF THE CITY OF OCALA AND THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT. ALL RETENTION AREAS AND DRAINAGE SYSTEM WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER. PROPOSED DRAINAGE RETENTION AREAS SHALL HAVE MAXIMUM SIDE SLOPES OF 4:1.

MAINTENANCE:
THE PROPERTY OWNER SHALL PROVIDE PERPETUAL MAINTENANCE FOR THE PRIVATE STREETS, NEW & REPLACEMENT STREET SIGNS, DRAINAGE SYSTEMS AND COMMON AREAS OF THE DEVELOPMENT AND FOR OPERATION AND MAINTENANCE OF ALL PRIVATE FACILITIES. ROADS DESIGNATED FOR DEDICATION TO THE PUBLIC SHALL BE MAINTAINED BY THE CITY OF OCALA.

PLANNED DEVELOPMENT NOTES

1. THE PLANNED DEVELOPMENT SHALL BE IN COMPLIANCE WITH ALL CONDITIONS OF ORDINANCE 2022-62.
2. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO SUBMIT A TRAFFIC IMPACT ANALYSIS THAT IS CONSISTENT WITH THE CITY'S TRAFFIC STUDY GUIDELINES AND CONCURRENCY MANAGEMENT SYSTEM. THE PROPERTY OWNER/DEVELOPER WILL BE REQUIRED TO PROVIDE ALL NECESSARY TRAFFIC IMPROVEMENTS MITIGATIONS AS DETERMINED BY A TRAFFIC ANALYSIS.
3. PER CODE OF ORDINANCES SECTION 122-942(a)(4), THERE SHALL BE A MINIMUM OPEN SPACE REQUIREMENT OF 25% OF THE TOTAL GROSS ACREAGE FOR ALL DEVELOPMENT IN ANY PD PROJECT. AT LEAST 10% OF THE TOTAL REQUIRED OPEN SPACE SHALL BE IN USABLE AGGREGATE FORM. AGGREGATE OPEN SPACE IS DEFINED AS COMMON OPEN SPACE AREAS THAT IS DESIGNED AND INTENDED FOR USE BY THE OCCUPANTS/RESIDENTS OF A PD.
4. OPEN SPACE FOR THIS DEVELOPMENT SHALL INCLUDE ACTIVE AND PASSIVE RECREATION AREAS SUCH AS COURTYARDS, STREETSCAPES/SIDEWALKS, PLAYGROUNDS, WATERWAYS, LANDSCAPED YARDS AND PATIOS, NATURE TRAILS, PRESERVES, AND OTHER SIMILAR OPEN SPACES. WATER RETENTION AREAS THAT ARE DESIGNED AS AESTHETIC LAKES OR PONDS FOR PASSIVE OR ACTIVE RECREATIONAL USE MAY ALSO BE COUNTED AS OPEN SPACE, AS LONG AS THESE AREAS ARE DESIGNED TO RETAIN A MINIMUM OF THREE FEET OF WATER AT ALL TIMES.
5. ANY FENCED WATER RETENTION AREAS, OPEN WATER AREAS BEYOND THE PERIMETER OF THE SITE, PAVED PORTIONS OF STREET RIGHT-OF-WAY, DRIVEWAYS, OFF-STREET PARKING AREAS AND OFF-STREET LOADING AREAS SHALL NOT BE COUNTED IN DETERMINING OPEN SPACE. SIDE YARDS LESS THAN SIX FEET WIDE SHALL NOT BE COUNTED AS OPEN SPACE.
6. ALL LANDSCAPING AND IRRIGATION DESIGN PLANS FOR THE ENTIRE PD ARE REQUIRED TO BE COMPLETED BY A REGISTERED LANDSCAPE ARCHITECT. AN ARBORIST OR EQUIVALENT HORTICULTURAL PROFESSIONAL SHALL EVALUATE THE TREES ONSITE, PROVIDE NECESSARY TREE PRESERVATION REQUIREMENTS, AND BE INVOLVED IN THE SITE CLEARING PROCESS TO ENSURE THE HEALTHY SURVIVAL OF ALL TREES SHOWN TO BE SAVED ON ANY FINAL LANDSCAPE PLANS.
7. PRIOR TO APPROVAL OF ANY SITE PLAN, AN ENVIRONMENTAL ASSESSMENT MEETING THE REQUIREMENTS OF THE CITY OF OCALA LAND DEVELOPMENT CODE MUST BE APPROVED BY THE CITY OF OCALA.
8. ALL IMPACT FEES WILL BE DETERMINED AT SITE PLAN REVIEW.
9. ALL TRAFFIC CONRTOL MARKINGS, WAYFINDING, AND LIGHTING DESIGN WILL DETERMINED AT SITE PLAN REVIEW.
10. ALL NEW FREESTANDING SIGNAGE TO BE LOCATED ON THE AMENDMENT PARCEL OR ANY PORTION THEREOF AT THE TIME OF DEVELOPMENT SHALL BE LIMITED TO GROUND MOUNTED SIGNAGE STRUCTURES. THE FINAL DESIGN, LOCATIONS, AND NUMBER OF FREESTANDING SIGNS SHALL BE REVIEWED AND APPROVED AS PART OF THE SITE PLAN.

No.	REVISIONS	DATE	BY

Kimley»Horn

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1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT
242197000
DATE
JULY 2023
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY TEF
CHECKED BY JAF

COVER SHEET

HōM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD001



LAND USE LEGEND

- Ⓡ - RECREATION
- OPEN SPACE
- DRA - DRAINAGE RETENTION AREA
- ROAD/ACCESS LOCATION
- AGGREGATE OPEN SPACE
- GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN

SITE DATA TABLE

PROJECT LOCATION	TBD
OWNER/DEVELOPERS	OWNER: 31ST STREET, LLC 101 N.E. 16TH AVENUE OCALA, FLORIDA 34470-6904 DEVELOPER: IMPACT DEVELOPMENT, LLC 900 CIRCLE 75 PARKWAY, SUITE 550 ATLANTA, GEORGIA 30339
PROPOSED ZONING	PD PLANNED DEVELOPMENT
FUTURE LAND USE	LOW INTENSITY
PROPOSED DEVELOPMENT	MULTI-FAMILY HOUSING
DENSITY	MAXIMUM OF 260 UNITS = 17.7 UNITS/AC.
PARCEL ACCOUNT NUMBER	29851-000-00
SITE GROSS AREA	±14.67 ACRES
OPEN SPACE: REQUIRED TOTAL OPEN SPACE (MIN.) PROPOSED TOTAL OPEN SPACE REQUIRED AGGREGATE OPEN SPACE * PROPOSED AGGREGATE OPEN SPACE	 5.87 AC. (40% OF GROSS ACREAGE) 5.91 AC. (257,508 S.F.) (40.3% OF GROSS ACREAGE) 0.59 AC. (25,751 S.F.) 0.63 AC. (27,423 S.F.)
PROPOSED FLOOR AREA RATIO (F.A.R.)	285,562 S.F. TOTAL = 0.447 F.A.R. (44.7%)
MAXIMUM FLOOR AREA RATIO	0.50 (50.0%)
BUILDING SETBACKS	FRONT YARD = 20' SIDE YARD = 20' REAR YARD = 20'
STREET WIDENING SETBACK	ZERO
BUFFERS	SOUTH = 15' LANDSCAPED BUFFER WEST = 20' NATURAL ENHANCED BUFFER NORTH/EAST = 5' LANDSCAPED BUFFER
MAXIMUM BUILDING HEIGHT	55 FEET
ROADS	PRIVATE
UTILITIES	PRIVATE
DRAINAGE	PRIVATE, WITH PUBLIC FLOWAGE AGREEMENT
AMENITIES	COMMUNITY CLUBHOUSE, POOL, LANDSCAPED & OPEN AREAS, PEDESTRIAN FRIENDLY.
PARKING REQUIRED	1.5 SPACES/DU X 260 UNITS = 390 SPACES

* AGGREGATE OPEN SPACE SHALL BE PROVIDED PER SECTION 122-942(4) OF THE CITY OF OCALA LAND DEVELOPMENT REGULATIONS.

PARKING REQUIREMENTS: EACH DEVELOPMENT WITHIN THE PD SHALL MEET THE REQUIREMENTS IN SECTIONS 122-1001 THROUGH 122-1016 OF THE CITY OF OCALA CODE OF ORDINANCES.

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE:

KHA PROJECT	242197000
DATE	JULY 2023
SCALE	AS SHOWN
DESIGNED BY	KHA
DRAWN BY	TEF
CHECKED BY	JAF

PLANNED DEVELOPMENT PLAN

HōM OCALA

PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC

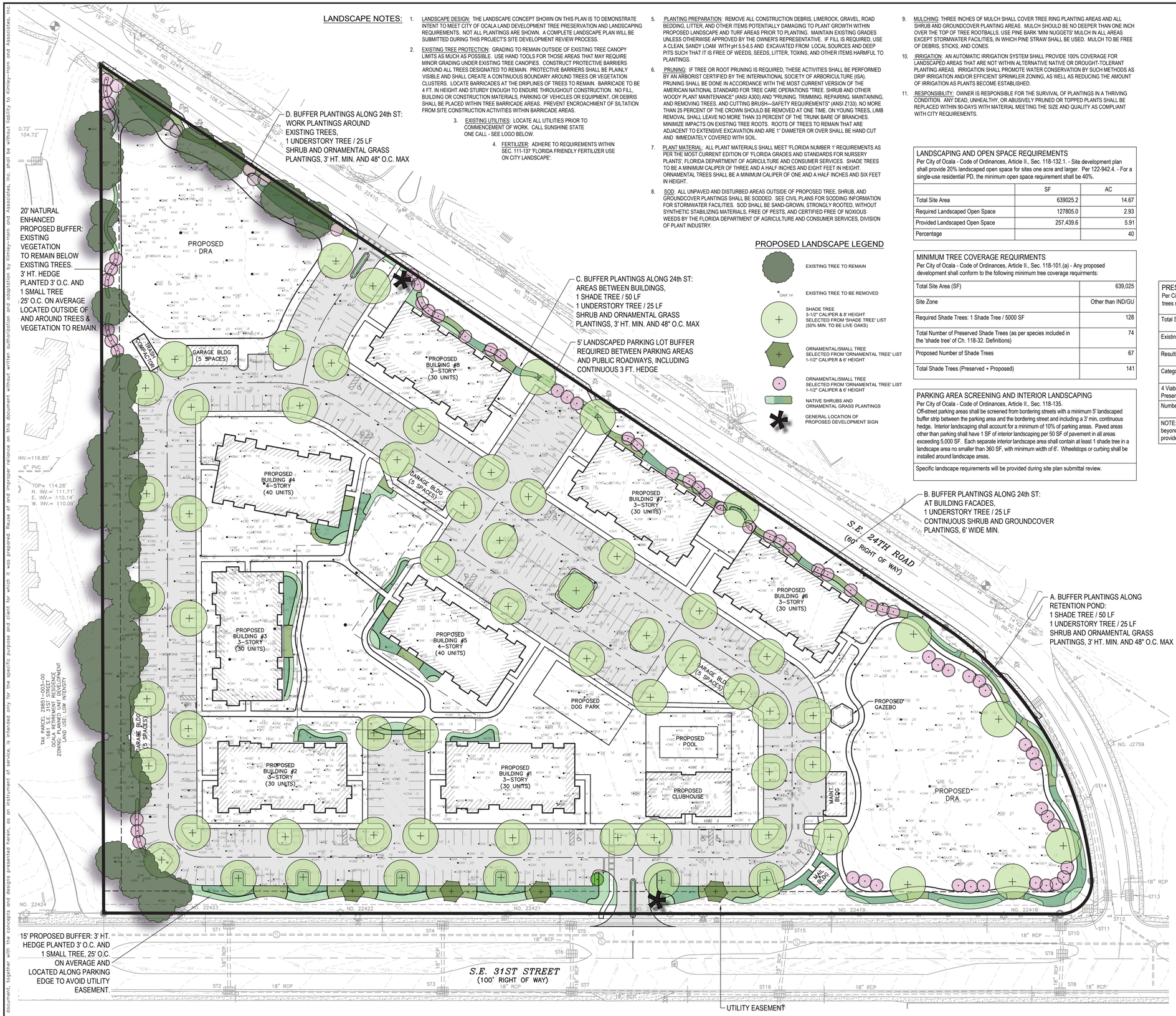
CITY OF OCALA FLORIDA

SHEET NUMBER
PD002

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

LANDSCAPE NOTES:

1. LANDSCAPE DESIGN: THE LANDSCAPE CONCEPT SHOWN ON THIS PLAN IS TO DEMONSTRATE INTENT TO MEET CITY OF OCALA LAND DEVELOPMENT TREE PRESERVATION AND LANDSCAPING REQUIREMENTS. NOT ALL PLANTINGS ARE SHOWN. A COMPLETE LANDSCAPE PLAN WILL BE SUBMITTED DURING THIS PROJECT'S SITE DEVELOPMENT REVIEW PROCESS.
2. EXISTING TREE PROTECTION: GRADING TO REMAIN OUTSIDE OF EXISTING TREE CANOPY LIMITS AS MUCH AS POSSIBLE. USE HAND TOOLS FOR THOSE AREAS THAT MAY REQUIRE MINOR GRADING UNDER EXISTING TREE CANOPIES. CONSTRUCT PROTECTIVE BARRIERS AROUND ALL TREES DESIGNATED TO REMAIN. PROTECTIVE BARRIERS SHALL BE PLAINLY VISIBLE AND SHALL CREATE A CONTINUOUS BOUNDARY AROUND TREES OR VEGETATION CLUSTERS. LOCATE BARRICADES AT THE DRIPLINES OF TREES TO REMAIN. BARRICADE TO BE 4 FT. IN HEIGHT AND STURDY ENOUGH TO ENDURE THROUGHOUT CONSTRUCTION. NO FILL, BUILDING OR CONSTRUCTION MATERIALS, PARKING OF VEHICLES OR EQUIPMENT, OR DEBRIS SHALL BE PLACED WITHIN TREE BARRICADE AREAS. PREVENT ENCROACHMENT OF SILTATION FROM SITE CONSTRUCTION ACTIVITIES WITHIN BARRICADE AREAS.
3. EXISTING UTILITIES: LOCATE ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK. CALL SUNSHINE STATE ONE CALL - SEE LOGO BELOW.
4. FERTILIZER: ADHERE TO REQUIREMENTS WITHIN SEC. 111-137 'FLORIDA FRIENDLY FERTILIZER USE ON CITY LANDSCAPE'.
5. PLANTING PREPARATION: REMOVE ALL CONSTRUCTION DEBRIS, LIMEROCK, GRAVEL, ROAD BEDDING, LITTER, AND OTHER ITEMS POTENTIALLY DAMAGING TO PLANT GROWTH WITHIN PROPOSED LANDSCAPE AND TURF AREAS PRIOR TO PLANTING. MAINTAIN EXISTING GRADES UNLESS OTHERWISE APPROVED BY THE OWNER'S REPRESENTATIVE. IF FILL IS REQUIRED, USE A CLEAN, SANDY LOAM WITH pH 5.5-6.5 AND EXCAVATED FROM LOCAL SOURCES AND DEEP PITS SUCH THAT IT IS FREE OF WEEDS, SEEDS, LITTER, TOXINS, AND OTHER ITEMS HARMFUL TO PLANTINGS.
6. PRUNING: IF TREE OR ROOT PRUNING IS REQUIRED, THESE ACTIVITIES SHALL BE PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA). PRUNING SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT VERSION OF THE AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS "TREE. SHRUB AND OTHER WOODY PLANT MAINTENANCE" (ANSI A300) AND "PRUNING. TRIMMING. REPAIRING. MAINTAINING, AND REMOVING TREES. AND CUTTING BRUSH—SAFETY REQUIREMENTS" (ANSI Z133). NO MORE THAN 25 PERCENT OF THE CROWN SHOULD BE REMOVED AT ONE TIME. ON YOUNG TREES, LIMB REMOVAL SHALL LEAVE NO MORE THAN 33 PERCENT OF THE TRUNK BARE OF BRANCHES. MINIMIZE IMPACTS ON EXISTING TREE ROOTS. ROOTS OF TREES TO REMAIN THAT ARE ADJACENT TO EXTENSIVE EXCAVATION AND ARE 1" DIAMETER OR OVER SHALL BE HAND CUT AND IMMEDIATELY COVERED WITH SOIL.
7. PLANT MATERIAL: ALL PLANT MATERIALS SHALL MEET 'FLORIDA NUMBER 1' REQUIREMENTS AS PER THE MOST CURRENT EDITION OF 'FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS', FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. SHADE TREES TO BE A MINIMUM CALIPER OF THREE AND A HALF INCHES AND EIGHT FEET IN HEIGHT. ORNAMENTAL TREES SHALL BE A MINIMUM CALIPER OF ONE AND A HALF INCHES AND SIX FEET IN HEIGHT.
8. SOD: ALL UNPAVED AND DISTURBED AREAS OUTSIDE OF PROPOSED TREE, SHRUB, AND GROUNDCOVER PLANTINGS SHALL BE SODDED. SEE CIVIL PLANS FOR SODDING INFORMATION FOR STORMWATER FACILITIES. SOD SHALL BE SAND-GROWN, STRONGLY ROOTED, WITHOUT SYNTHETIC STABILIZING MATERIALS, FREE OF PESTS, AND CERTIFIED FREE OF NOXIOUS WEEDS BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY.
9. MULCHING: THREE INCHES OF MULCH SHALL COVER TREE RING PLANTING AREAS AND ALL SHRUB AND GROUNDCOVER PLANTING AREAS. MULCH SHOULD BE NO DEEPER THAN ONE INCH OVER THE TOP OF TREE ROOTBALLS. USE PINE BARK 'MINI NUGGETS' MULCH IN ALL AREAS EXCEPT STORMWATER FACILITIES, IN WHICH PINE STRAW SHALL BE USED. MULCH TO BE FREE OF DEBRIS, STICKS, AND CONES.
10. IRRIGATION: AN AUTOMATIC IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE FOR LANDSCAPED AREAS THAT ARE NOT WITHIN ALTERNATIVE NATIVE OR DROUGHT-TOLERANT PLANTING AREAS. IRRIGATION SHALL PROMOTE WATER CONSERVATION BY SUCH METHODS AS DRIP IRRIGATION AND/OR EFFICIENT SPRINKLER ZONING, AS WELL AS REDUCING THE AMOUNT OF IRRIGATION AS PLANTS BECOME ESTABLISHED.
11. RESPONSIBILITY: OWNER IS RESPONSIBLE FOR THE SURVIVAL OF PLANTINGS IN A THRIVING CONDITION. ANY DEAD, UNHEALTHY, OR ABUSIVELY PRUNED OR TOPPED PLANTS SHALL BE REPLACED WITHIN 90-DAYS WITH MATERIAL MEETING THE SIZE AND QUALITY AS COMPLIANT WITH CITY REQUIREMENTS.



PROPOSED LANDSCAPE LEGEND

- EXISTING TREE TO REMAIN
- OAK 14 — EXISTING TREE TO BE REMOVED
- SHADE TREE 3-1/2" CALIPER & 8' HEIGHT SELECTED FROM 'SHADE TREE' LIST (50% MIN. TO BE LIVE OAKS)
- ORNAMENTAL/SMALL TREE SELECTED FROM 'ORNAMENTAL TREE' LIST 1-1/2" CALIPER & 6' HEIGHT
- ORNAMENTAL/SMALL TREE SELECTED FROM 'ORNAMENTAL TREE' LIST 1-1/2" CALIPER & 6' HEIGHT
- NATIVE SHRUBS AND ORNAMENTAL GRASS PLANTINGS
- GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

No.	REVISIONS	DATE	BY

LANDSCAPING AND OPEN SPACE REQUIREMENTS

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-132.1. - Site development plan shall provide 20% landscaped open space for sites one acre and larger. Per 122-942.4. - For a single-use residential PD, the minimum open space requirement shall be 40%.

	SF	AC
Total Site Area	639025.2	14.67
Required Landscaped Open Space	127805.0	2.93
Provided Landscaped Open Space	257,439.6	5.91
Percentage		40

MINIMUM TREE COVERAGE REQUIRMENTS

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-101.(a) - Any proposed development shall conform to the following minimum tree coverage requirments:

Total Site Area (SF)	639,025
Site Zone	Other than IND/GU
Required Shade Trees: 1 Shade Tree / 5000 SF	128
Total Number of Preserved Shade Trees (as per species included in the 'shade tree' of Ch. 118-32. Definitions)	74
Proposed Number of Shade Trees	67
Total Shade Trees (Preserved + Proposed)	141

PARKING AREA SCREENING AND INTERIOR LANDSCAPING

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-135.
Off-street parking areas shall be screened from bordering streets with a minimum 5' landscaped buffer strip between the parking area and the bordering street and including a 3' min. continuous hedge. Interior landscaping shall account for a minimum of 10% of parking areas. Paved areas other than parking shall have 1 SF of interior landscaping per 50 SF of pavement in all areas exceeding 5,000 SF. Each separate interior landscape area shall contain at least 1 shade tree in a landscape area no smaller than 360 SF, with minimum width of 6'. Wheelstops or curbing shall be installed around landscape areas.

Specific landscape requirements will be provided during site plan submittal review.

PRESERVATION OF EXISTING TREES

Per City of Ocala - Code of Ordinances, Article II., Sec. 118-101.(b) - Existing viable shade trees shall be retained on the developed site per the following minimum standards.

Total Site Area (AC)	14
Existing Viable Shade Trees	1989
Resulting Shade Trees / AC	142.1
Category of Resulting Shade Trees / AC	8.0 or more per acre
4 Viable Shade Trees / AC Required to be Preserved	56
Number of Viable Shade Trees Preserved	74

NOTE: As design progresses, efforts will be made to preserve as many viable shade trees beyond the minimum requirement as possible. A tree preservation and removal plan will be provided at the time of Site Development Review.

NOTE:
1. ENSURE PLANTING PIT DRAINS WELL PRIOR TO INSTALLATION.
2. REMOVE TREE FROM CONTAINER OR REMOVE UPPER 1/3 OF BURLAP AND WIRE MESH FOR B&B TREES.
3. SLICE ROOTBALL VERTICALLY ON OUTSIDE EDGES OF AND AROUND ROOTBALL.
4. TREE TO BE PLUMB. STAKE TREE IF NEEDED. SUBMIT TREE STAKING DETAILS AND LAYOUT FOR APPROVAL.

1 TREE PLANTING DETAIL

SCALE: N.T.S.

2 SHRUB PLANTING DETAIL

SCALE: N.T.S.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast, it's free, it's the law.
Call 811 two business days before digging

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER 81405
DATE: ---

KHA PROJECT 242197000
DATE JULY 2023
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY ---
CHECKED BY ---

MASTER LANDSCAPE PLAN

HōM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
CITY OF OCALA FLORIDA

SHEET NUMBER
PD003

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TAX PARCEL 2987-000-000
1701 SE 24TH RD
CASA PARK VILLAS
ZONING: PLANNED UNIT DEVELOPMENT
LAND USE: LOW INTENSITY

TAX PARCEL 29863-001-00
1801 SE 24TH RD
BROOKDALE SENIOR LIVING SOLUTIONS
ZONING: PLANNED UNIT DEVELOPMENT
LAND USE: LOW INTENSITY

TAX PARCEL 29851-003-00
1661 SE 31ST STREET
OCALA RETIREMENT RESIDENCE
ZONING: PLANNED UNIT DEVELOPMENT
LAND USE: LOW INTENSITY

EXISTING PARCEL
29851-000-00
±14.67 ACRES

EXISTING SLOPE
ARROW (TYP.)

S.E. 24TH ROAD
(60' RIGHT OF WAY)

S.E. 31ST STREET
(100' RIGHT OF WAY)

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL
JAMESON A. FREDERICK, P.E.
FLORIDA LICENSE NUMBER
81405
DATE: ____

KHA PROJECT
242197000
DATE
JULY 2023
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY TEF
CHECKED BY JAF

EXISTING TOPOGRAPHY

HōM OCALA

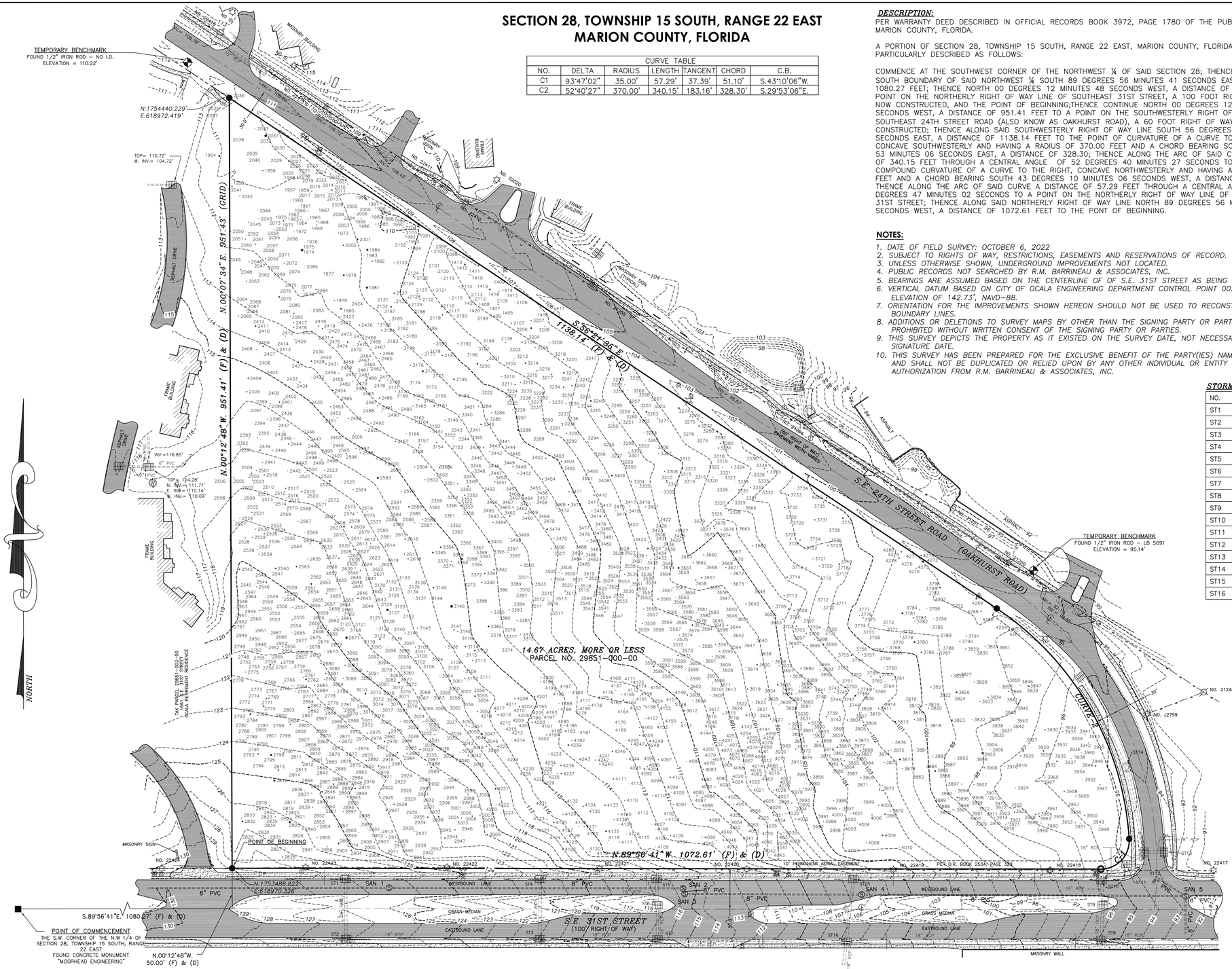
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC

CITY OF OCALA FLORIDA

SHEET NUMBER
PD004

SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST
MARION COUNTY, FLORIDA

CURVE TABLE						
NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	C.B.
C1	93°47'02"	35.00'	57.29'	37.39'	51.10'	S.43°10'06"W.
C2	52°40'27"	370.00'	340.15'	183.16'	328.30'	S.29°53'06"E.



DESCRIPTION:

PER WARRANTY DEED DESCRIBED IN OFFICIAL RECORDS BOOK 3972, PAGE 1780 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

A PORTION OF SECTION 28, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 28; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST ¼ SOUTH 89 DEGREES 56 MINUTES 41 SECONDS EAST, A DISTANCE OF 1080.27 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 31ST STREET, A 100 FOOT RIGHT OF WAY AS NOW CONSTRUCTED, AND THE POINT OF BEGINNING;THENCE CONTINUE NORTH 00 DEGREES 12 MINUTES 48 SECONDS WEST, A DISTANCE OF 951.41 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SOUTHEAST 24TH STREET ROAD (ALSO KNOW AS OAKHURST ROAD), A 60 FOOT RIGHT OF WAY AS NOW CONSTRUCTED; THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 56 DEGREES 21 MINUTES 35 SECONDS EAST, A DISTANCE OF 1138.14 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 370.00 FEET AND A CHORD BEARING SOUTH 29 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 328.30; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 340.15 FEET THROUGH A CENTRAL ANGLE OF 52 DEGREES 40 MINUTES 27 SECONDS TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 10 MINUTES 06 SECONDS WEST, A DISTANCE OF 51.10 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.29 FEET THROUGH A CENTRAL ANGLE OF 93 DEGREES 47 MINUTES 02 SECONDS TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID SOUTHEAST 31ST STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 89 DEGREES 56 MINUTES 41 SECONDS WEST, A DISTANCE OF 1072.61 FEET TO THE PONT OF BEGINNING.

NOTES:

1. *DATE OF FIELD SURVEY: OCTOBER 6, 2022*
2. *SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.*
3. *UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.*
4. *PUBLIC RECORDS NOT SEARCHED BY R.M. BARRINEAU & ASSOCIATES, INC.*
5. *BEARINGS ARE ASSUMED BASED ON THE CENTERLINE OF OF S.E. 31ST STREET AS BEING N.89°56'41"E.*
6. *VERTICAL DATUM BASED ON CITY OF OCALA ENGINEERING DEPARTMENT CONTROL POINT 0026 WITH AN ELEVATION OF 142.73', NAVD–88.*
7. *ORIENTATION FOR THE IMPROVEMENTS SHOWN HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES.*
8. *ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
9. *THIS SURVEY DEPICTS THE PROPERTY AS IT EXISTED ON THE SURVEY DATE, NOT NECESSARILY THE SIGNATURE DATE.*
10. *THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM R.M. BARRINEAU & ASSOCIATES, INC.*

STORM SEWER ELEVATIONS

NO.	TOP	N. INV.	S. INV.	E. INV.	W. INV.
ST1	125.30'	N/A	121.68'	N/A	N/A
ST2	125.32'	120.85'	N/A	120.85'	N/A
ST3	120.14'	115.54'	N/A	115.54'	115.54'
ST4	120.14'	N/A	116.26'	N/A	N/A
ST5	114.73'	N/A	111.37'	N/A	N/A
ST6	114.83'	110.75'	110.78'	N/A	N/A
ST7	114.69'	110.36'	N/A'	110.36'	111.16'
ST8	94.05'	84.66'	N/A	84.66'	88.46'
ST9	94.17'	85.86'	85.83'	N/A	N/A
ST10	94.42'	N.E. –	86.90'	N/A	N/A
ST11	93.77'	N.E. 86.97'	S.W. 86.96'	87.55'	N/A
ST12	91.83'	87.67'	S.W. 87.55'	N/A	N/A
ST13	91.76'	N/A	N/A	N/A	88.09'
ST14	93.21'	N.W. 88.86'	88.86'	N/A	N/A
ST15	105.73'	N/A	102.18'	N/A	N/A
ST16	105.70'	101.01'	99.74'	99.74'	102.15'

LEGEND *UNLESS OTHERWISE NOTED*

- ℄ = *CENTERLINE OF RIGHT OF WAY*
- *C.B.* = *CHORD BEARING*
- *O.R.* = *OFFICIAL RECORDS OF MARION COUNTY*
- ● = *FOUND 1/2" IRON ROD & CAP – LB 5091*
- ○ = *FOUND 1/2" IRON ROD & CAP – LB 315*
- ◆ = *BENCHMARK/CONTROL POINT*
- *(F)* = *FIELD MEASUREMENT*
- *(D)* = *DEED DIMENSION*
- Ⓓ = *DRAINAGE MANHOLE*
- ▦ = *STORM DRAINAGE GRATE*
- Ⓢ = *SANITARY MANHOLE*
- ⧓ = *SEWER VALVE*
- ○ = *WOOD POWER POLE*
- ☼ = *METAL LIGHT POLE*
- ▱ = *CONCRETE POWER POLE*
- ⟡ = *GUY ANCHOR*
- Ⓣ = *TELEPHONE BOX*
- Ⓒ = *CABLE BOX*
- ◬ = *GAS LINE MARKER*
- ⊸ = *SIGN*
- ⧖ = *FIRE HYDRANT*
- ⧓ = *WATER VALVE*
- Ⓦ = *WATER METER*
- Ⓦ = *WELL*
- *P.V.C.* = *POLYVINYL CHLORIDE*
- *R.C.P.* = *REINFORCED CONCRETE PIPE*
- *A/E* = *AERIAL ELECTRIC*
- ⌇ = *BROKEN LINE; NOT DRAWN TO SCALE*
- ⋰⋰ = *DENOTES CONCRETE*
- ▭ = *DENOTES ASPHALT*

SANITARY SEWER ELEVATIONS

NO.	RIM	N. INV.	S. INV.	E. INV.	W. INV.
SAN1	125.37'	116.05'	N/A	116.02'	116.11'
SAN2	114.31'	108.07'	107.89'	N/A	107.79'
SAN3	UNABLE TO OBTAIN INVERTS–SEALED SHUT				
SAN4	106.25'	N/A	N/A	99.99'	100.02'
SAN5	91.36'	N.W. 85.36'	85.04'	84.94'	84.86'

FLOOD CERTIFICATION:

PROPERTY LIES IN FLOOD ZONE "X" – AN AREA OF MINIMAL FLOODING PER THE FLOOD INSURANCE RATE MAP, MAP NO. 12083C0536D, COMMUNITY PANEL NO. 120330 05364 D, EFFECTIVE AUGUST 28, 2008.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17.050–052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT THE SURVEY IS IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE.

SIGNATURE DATE

TRAVIS P. BARRINEAU, P.S.M. – LS 6897
OF R.M. BARRINEAU & ASSOCIATES, INC.

TRAVIS@RMBARRINEAU.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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NO.	REVISIONS	BY	DATE

DRAWN: T.P.B.
REVISED:
REVISED:
CHECKED: T.P.B.
APPROVED: T.P.B.
SCALE: 1" = 60'

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Oakhurst Professional Park • 9309 S.E. 25th Loop•Suite 103•Ocala, FLORIDA 34471
PHONE (352) 690-0333 • FAX (352) 690-0211 • www.rmbarrineau.com
RECORDS: R.M.BARRINEAU, P.S.M. – LS 6897 • TRAVIS P. BARRINEAU, P.S.M. – LS 6897

BOUNDARY & TOPOGRAPHIC SURVEY FOR: IMPACT DEVELOPMENT PARTNERS

REFERENCES: F.B. 400, POS. 19–31

FILE:

J.O.# 0592

DWG.# 0592 UP_R SITE

SHT 1 OF 2

1405 4" OAK
1406 4" CAMPHOR
1407 6" OAK
1408 8" OAK
1409 9" OAK
1410 10" OAK
1411 14" OAK
1412 14" OAK
1413 24" OAK
1414 22" OAK
1415 10" OAK
1416 16" PINE
1418 15" OAK
1419 24" OAK
1420 10" CHERRY
1421 10" OAK
1954 28" OAK
1955 18" OAK
1956 18" OAK
1957 4" OAK
1958 16" PINE
1959 10" OAK
1960 8" OAK
1961 6" OAK
1962 14" HICKORY
1963 14" HICKORY
1964 10" PINE
1965 14" OAK
1966 14" OAK
1967 7" DOUBLE HICKORY
1968 16" PINE
1969 12" PINE
1970 15" OAK
1971 6" OAK
1972 8" HICKORY
1973 6" OAK
1974 36" PINE
1975 4" CAMPHOR
1976 8" HICKORY
1977 5" CAMPHOR
1978 26" OAK
1979 12" OAK
1980 24" OAK
1981 32" OAK
1982 20" OAK
1983 6" CAMPHOR
1984 30" OAK
1985 12" OAK
1986 6" OAK
1987 8" OAK
1988 16" OAK
1989 16" CAMPHOR
1990 14" PINE
1991 16" OAK
1992 18" OAK
1993 10" OAK
1994 14" OAK
1995 4" CAMPHOR
1996 20" OAK
1997 5" HICKORY
1998 4" CAMPHOR
1999 12" PINE
2000 6" HICKORY
2001 24" OAK
2002 18" OAK
2003 4" OAK
2004 6" OAK
2005 12" PINE
2006 8" OAK
2007 12" OAK
2008 6" OAK
2009 8" OAK
2010 20" OAK
2011 6" OAK
2012 8" OAK
2013 6" OAK
2014 8" OAK
2015 6" CHERRY
2016 16" OAK
2017 6" OAK
2018 12" PINE
2019 8" OAK
2020 4" OAK
2021 6" OAK
2022 10" PINE
2023 14" OAK
2024 14" OAK
2026 5" HICKORY
2027 20" OAK
2028 5" CHERRY
2029 4" CAMPHOR
2030 4" OAK
2031 38" OAK
2032 4" OAK
2033 9" OAK
2035 5" CAMPHOR
2036 24" OAK
2037 4" OAK
2038 4" CAMPHOR
2039 4" OAK
2040 4" OAK
2041 24" OAK
2042 14" OAK
2043 12" OAK
2044 12" OAK
2045 14" OAK
2046 16" PINE
2047 6" HICKORY
2048 16" PINE
2049 8" OAK
2050 16" PINE
2051 14" PINE
2052 10"+5" DOUBLE OAK
2053 14" OAK
2054 6" OAK
2055 10" OAK
2056 4" HICKORY
2057 5" CAMPHOR
2058 9" OAK
2059 16" PINE
2060 18" PINE
2061 6" OAK
2062 9" OAK
2063 14" OAK
2064 6" HICKORY
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2071 6" OAK
2072 16" OAK
2073 16" OAK
2074 6" OAK
2075 5" DOUBLE OAK
2076 8" HICKORY
2077 12" PINE
2078 6" OAK
2079 18"+24" DOUBLE OAK
2080 4" CAMPHOR
2081 16" OAK
2082 14" OAK
2083 8" OAK
2084 16" PINE
2085 8" HICKORY
2098 14" OAK
2099 8" OAK
2100 12" OAK
2101 8" OAK
2102 10" OAK
2103 14" OAK
2104 16" OAK
2105 14" OAK
2106 8" OAK
2107 16" OAK
2108 12" OAK
2109 20" OAK
2112 10" OAK
2113 14" OAK
2114 15" OAK
2115 10" PALM
2116 22" OAK
2117 22" OAK
2118 18" OAK
2119 14" OAK
2120 8" OAK
2121 14" OAK
2122 10" OAK
2123 14" OAK
2124 18" OAK
2125 14" OAK
2126 12" OAK
2127 22" OAK
2128 16" PINE
2129 16" OAK
2130 12" PINE
2131 4" OAK
2132 22" OAK
2133 12" DOUBLE OAK
2391 12" PINE
2392 10" OAK
2393 12" OAK
2394 6" SWEETGUM
2395 14" OAK
2396 12" SWEETGUM
2397 6" SWEETGUM
2398 12" PINE

2399 12" PINE
2400 6" OAK
2401 20" PINE
2402 8"+16" DOUBLE OAK
2403 8" SWEETGUM
2404 20" PINE
2405 18" HICKORY
2406 4" SWEETGUM
2407 6" SWEETGUM
2408 14" OAK
2409 20" OAK
2410 8" OAK
2411 22" PINE
2412 8" OAK
2413 14" OAK
2414 8" OAK
2415 10"+12" DOUBLE OAK
2416 16" OAK
2417 16" OAK
2418 16"+6" DOUBLE OAK
2419 20" PINE
2420 8" OAK
2421 20" OAK
2422 12" OAK
2423 10" OAK
2424 8" SWEETGUM
2425 4" SWEETGUM
2426 12" OAK
2427 20" OAK
2428 22" PINE
2429 6" SWEETGUM
2430 6" SWEETGUM
2431 16" HICKORY
2432 8" OAK
2433 18" OAK
2434 8" OAK
2435 10"+12" DOUBLE SWEETGUM
2436 6" OAK
2437 12" OAK
2438 10" OAK
2439 12" OAK
2440 12" OAK
2441 14" OAK
2442 12" DOUBLE OAK
2443 16" OAK
2444 14" OAK
2445 10" OAK
2446 12" PINE
2447 16" PINE
2448 6" OAK
2449 12" PINE
2450 12" OAK
2451 16" PINE
2452 6" OAK
2453 16" OAK
2454 22" OAK
2455 8" SWEETGUM
2456 14" OAK
2457 20" OAK
2458 12" OAK
2459 6" SWEETGUM
2460 6" SWEETGUM
2461 8" OAK
2462 12" OAK
2463 4" SWEETGUM
2464 6" SWEETGUM
2465 12" PINE
2466 12" PINE
2467 6" PINE
2468 4" HICKORY
2469 8" OAK
2470 12" PINE
2471 8" SWEETGUM
2472 8" SWEETGUM
2473 8" SWEETGUM
2474 6" OAK
2475 6" OAK
2476 18" OAK
2477 18" PINE
2478 6" OAK
2479 14" OAK
2480 4" SWEETGUM
2481 12" PINE
2482 12" PINE
2483 5" OAK
2484 10" PINE
2485 10" OAK
2486 18" OAK
2487 14" OAK
2488 8" OAK
2489 12" OAK
2490 4" SWEETGUM
2491 12" OAK

2592 20" PINE
2593 30" OAK
2594 16" HICKORY
2595 16" PINE
2596 4" OAK
2597 12" PINE
2598 12" PINE
2599 14" OAK
2600 16" SWEETGUM
2601 4"+6" DOUBLE SWEETGUM
2602 12" PINE
2603 12" PALM
2604 16" OAK
2605 16" OAK
2606 14" OAK
2607 4" SWEETGUM
2608 24" OAK
2609 18" PINE
2610 4" SWEETGUM
2611 12" SWEETGUM
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2614 16" PINE
2615 6" SWEETGUM
2616 20" OAK
2617 16" SWEETGUM
2618 16" SWEETGUM
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2621 4" SWEETGUM
2622 6" SWEETGUM
2623 6" CAMPHOR
2624 8" SWEETGUM
2625 4" SWEETGUM
2626 10" OAK
2627 8" OAK
2628 16" PINE
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2638 6" SWEETGUM
2639 16" PINE
2640 18" PINE
2641 8" SWEETGUM
2642 22" PINE
2643 10" SWEETGUM
2644 6" SWEETGUM
2645 20" PINE
2646 6" OAK
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2649 6" SWEETGUM
2650 12" SWEETGUM
2651 20" OAK
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2669 18" PINE
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2671 34" PINE
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2673 12" OAK
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2675 4" OAK
2676 4" SWEETGUM
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2678 8" DOUBLE SWEETGUM
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2857 8" OAK
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2860 12" PINE
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2893 20" PINE
2894 6" OAK
2895 6" TRIPLE SWEETGUM
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2909 16" SWEETGUM
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2912 14" OAK
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2914 6" OAK
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2916 12" PINE
2917 18" CHERRY
2918 8" SWEETGUM
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2920 5" SWEETGUM
2921 12" PINE
2922 4" OAK
2923 4" OAK
2924 6" CAMPHOR
2925 6" CAMPHOR
2926 5" OAK
2927 18" PINE
2928 20" PINE
2929 5" OAK
2930 8" SWEETGUM
2931 10" HICKORY
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2933 6" OAK
2934 8" OAK
2935 20" PINE
2936 12" PINE
2937 12" OAK

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3059 20" PINE
3060 5" SWEETGUM
3061 22" PINE
3062 8" OAK
3063 5" SWEETGUM
3064 12"+4" DOUBLE SWEETGUM
3065 10" OAK
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3067 4" SWEETGUM
3068 20" PINE
3069 20" PINE
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3074 12" PINE
3075 4" SWEETGUM
3076 4" SWEETGUM
3077 26" PINE
3078 22" OAK
3079 12"+4" DOUBLE OAK
3080 6"+5" DOUBLE SWEETGUM
3081 8" OAK
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3105 5" SWEETGUM
3106 24" OAK
3107 4" SWEETGUM
3108 4" SWEETGUM
3109 5" SWEETGUM
3110 16" PINE
3111 4"+6" DOUBLE SWEETGUM
3112 24" OAK
3113 12" PINE
3114 20" OAK
3115 8" SWEETGUM
3116 4" CAMPHOR
3118 8" SWEETGUM
3119 6" SWEETGUM
3120 5" SWEETGUM
3121 13" SWEETGUM
3122 4" SWEETGUM
3123 22" OAK
3124 8" SWEETGUM
3125 12" PINE
3126 4" SWEETGUM
3127 34" OAK
3128 4" SWEETGUM
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3130 8" SWEETGUM
3131 6" SWEETGUM

3232 14" OAK
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3234 18" PINE
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3236 16" SWEETGUM
3237 5" OAK
3238 8" CAMPHOR
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3240 18" PINE
3241 6" OAK
3242 6" OAK
3243 12" OAK
3244 18" PINE
3245 10" OAK
3246 28" OAK
3247 6" CHERRY
3248 18" OAK
3249 12" SWEETGUM
3250 14" OAK
3251 12" OAK
3252 10" OAK
3253 8" OAK
3255 10" OAK
3256 10" CHERRY
3257 8" SWEETGUM
3259 20" PINE
3260 8" OAK
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3298 8" SWEETGUM
3299 8" OAK
3300 10" OAK
3301 14" OAK
3302 6" SWEETGUM
3303 6" SWEETGUM
3304 18" OAK
3305 8" OAK
3306 6" OAK
3307 12" PINE
3308 14" OAK
3309 18" PINE
3310 18" PINE
3311 14" OAK
3312 6" OAK
3313 16" OAK
3314 10" CHERRY
3315 6" SWEETGUM
3316 5" ELM
3318 4" OAK
3319 8" OAK
3320 12" OAK
3321 12" PINE
3322 12" SWEETGUM
3323 6" OAK
3324 18" PINE
3325 8" CAMPHOR
3326 6" OAK
3327 14" OAK
3328 18" OAK
3329 10" OAK
3330 16" PINE

3425 4" ELM
3426 12" OAK
3427 16" PINE
3428 6" CHERRY
3429 6" CHERRY
3430 14" CHERRY
3431 6" CHERRY
3432 4" SWEETGUM
3433 10" SWEETGUM
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3436 4" CHERRY
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3474 24" OAK
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3482 20" OAK
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3490 10" SWEETGUM
3492 6" SWEETGUM
3493 16" OAK
3494 16" OAK
3495 4" SWEETGUM
3496 18" OAK
3497 22" OAK
3498 14" OAK
3499 18" PINE
3500 14" OAK
3501 6" SWEETGUM
3502 5" SWEETGUM
3503 18" PINE
3504 10"+12" DOUBLE HICKORY
3505 8"+12" DOUBLE OAK
3506 12" PINE
3507 8" SWEETGUM
3508 12" SWEETGUM
3509 12" SWEETGUM
3510 8" SWEETGUM
3511 12" OAK
3512 12" SWEETGUM
3513 10" SWEETGUM
3514 16"+6"+4" TRIPLE SWEETGUM
3515 6" SWEETGUM
3516 12" SWEETGUM
3517 10"+10"+4" TRIPLE SWEETGUM
3518 10" SWEETGUM

3619 20" PINE
3620 22" OAK
3621 6" HICKORY
3622 12" PINE
3623 10" PINE
3624 4" SWEETGUM
3625 16" PINE
3626 6" SWEETGUM
3627 16" SWEETGUM
3628 10" OAK
3629 6" +8" DOUBLE SWEETGUM
3630 16" PINE
3631 6" OAK
3632 16" SWEETGUM
3633 7" DOUBLE SWEETGUM
3634 4" SWEETGUM
3635 24" PINE
3636 16" PINE
3637 12" PINE
3638 10" SWEETGUM
3639 6" CHERRY
3640 5" SWEETGUM
3641 6" CHERRY
3642 6" OAK
3643 18" PINE
3644 5" SWEETGUM
3645 5" SWEETGUM
3646 5" CHERRY
3647 8" CHERRY
3648 6" SWEETGUM
3649 18"+18"+8" TRIPLE SWEETGUM
3650 5" CHERRY
3651 5" OAK
3652 10" CAMPHOR
3653 16" PINE
3654 12" OAK
3655 5" SWEETGUM
3656 5" HICKORY
3657 18" OAK
3658 18" PINE
3659 5" SWEETGUM
3660 16" OAK
3661 27" SWEETGUM
3662 16" PINE
3663 6" OAK
3664 4" SWEETGUM
3665 5" MAGNOLIA
3666 6" SWEETGUM
3667 10" CAMPHOR
3668 4" SWEETGUM
3669 5" SWEETGUM
3670 4" SWEETGUM
3671 6" OAK
3672 12" OAK
3673 6" OAK
3674 18" OAK
3675 5" OAK
3676 14"+10"+5" TRIPLE SWEETGUM
3677 24" OAK
3678 18" DOUBLE OAK
3679 6" OAK
3680 14" PALM
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3684 10" SWEETGUM
3685 4" SWEETGUM
3686 4" SWEETGUM
3687 5" SWEETGUM
3688 10" SWEETGUM
3689 10"+5"+4" TRIPLE SWEETGUM
3690 16" OAK
3691 6" OAK
3692 12" OAK
3693 12" PINE
3694 6" OAK
3695 18" OAK
3696 14" PALM
3697 8" SWEETGUM
3698 10" SWEETGUM
3699 22" PINE
3700 18" SWEETGUM
3701 8"+20" DOUBLE OAK
3702 6"+4" DOUBLE SWEETGUM
3703 16" PINE
3704 6" SWEETGUM
3705 12" PINE
3706 6" SWEETGUM
3707 12" OAK
3708 18" SWEETGUM
3709 20" PINE
3710 6" SWEETGUM
3711 8"+20" DOUBLE OAK
3712 5" SWEETGUM
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3714 14"+18" DOUBLE OAK
3715 8" CAMPHOR
3716 14" PALM
3717 12" PINE
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3734 8" SWEETGUM
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3736 22" OAK
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3738 18" PINE
3739 18" OAK
3740 16" PINE
3741 4" SWEETGUM
3742 16" PINE
3743 10" OAK
3744 16" OAK
3745 12" CAMPHOR
3746 4" CAMPHOR
3747 12" OAK
3748 12" OAK
3749 16" PINE
3750 8"+10+12" TRIPLE OAK
3751 4"+8" DOUBLE SWEETGUM
3752 6" SWEETGUM
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3854 12" PINE
3855 20" PINE
3856 12" OAK
3857 16" PINE
3858 5" SWEETGUM
3859 6" SWEETGUM
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3861 20" PINE
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3880 20" PINE
3881 10" OAK
3882 6" SWEETGUM
3883 16" OAK
3884 5" OAK
3885 26" PINE
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3904 6" CAMPHOR
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3908 5" SWEETGUM
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3959 12"+10" DOUBLE PINE
3960 6" OAK
3961 20" OAK
3962 12" OAK
3963 16" PINE
3964 16" OAK
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3966 10"+8" DOUBLE PINE
3967 5" OAK
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3994 12" PINE
3995 16" PINE
3996 12" SWEETGUM
3997 8" SWEETGUM
3998 12" OAK
3999 8" DOUBLE SWEETGUM
4000 10" PALM
4001 16" OAK
4002 14" PALM
4003 16" OAK
4004 10" SWEETGUM

4005 14" OAK
4006 16" PINE
4007 14" SWEETGUM
4008 14" OAK
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4011 8" SWEETGUM
4012 8"+10" DOUBLE SWEETGUM
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4093 16" OAK
4094 12" OAK
4095 16" OAK
4096 12" OAK
4097 12" PINE
4098 12" OAK
4099 12" OAK
4100 10" OAK
4101 20" OAK
4102 6" ELM
4103 16" SWEETGUM
4104 10" SWEETGUM
4105 14" OAK
4106 10" OAK
4107 10" OAK
4108 10" OAK
4109 10" OAK
4110 14" OAK
4111 20" PINE
4112 8" OAK
4113 5" SWEETGUM
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4118 12" OAK
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4120 12"+16" DOUBLE OAK
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4128 10" OAK
4129 16" OAK
4130 14" PALM
4131 16" OAK
4132 14" OAK
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4151 8" OAK
4152 18" PINE
4153 12" OAK
4154 12" PINE
4155 6" SWEETGUM
4156 SWEETGUM CLUSTER
4157 12" OAK
4158 16" PINE
4159 16" OAK
4160 12" OAK
4161 8" SWEETGUM
4162 10"+5" DOUBLE SWEETGUM
4163 5" SWEETGUM
4164 10"+4" DOUBLE SWEETGUM
4165 12" SWEETGUM
4166 18" PINE
4167 5" SWEETGUM
4168 12" SWEETGUM
4169 12" OAK
4170 6" OAK
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4174 10" OAK
4175 20" PINE
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4181 6" HICKORY
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4185 8"+14" DOUBLE OAK
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4189 10" SWEETGUM
4190 16" PINE
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4198 12" SWEETGUM
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4220 14" PALM
4221 22" OAK
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4223 8" OAK
4224 5" CAMPHOR
4225 8" SWEETGUM
4226 ELM
4227 6" SWEETGUM
4228 6" OAK
4229 5" SWEETGUM
4230 6"+5" DOUBLE SWEETGUM
4231 6" CHERRY
4232 6" SWEETGUM
4233 10" SWEETGUM
4234 14" OAK
4235 14" OAK
4236 24" OAK
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4242 16" SWEETGUM
4243 6" OAK
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4246 18" OAK
4247 16" OAK
4248 6" OAK
4249 22" PINE
4250 10" SWEETGUM
4251 14" SWEETGUM
4252 10" SWEETGUM

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NO.	REVISIONS	BY	DATE

DRAWN: T.P.B.
REVISED:
REVISED:
CHECKED: T.P.B.
APPROVED: T.P.B.
SCALE: 1" = 60'

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Chartered Professional Practice • 1209 S.E. 25th Loop • Suite 120 • Ocala, FLORIDA 34471
PHONE (352) 622-0424 • FAX (352) 629-2171 • www.rmbarrineau.com
R.M. BARRINEAU, JR., P.S.M. - FOUNDER • CERTIFICATE OF AUTHORIZATION NO. LB 5001
TRAVIS J. BARRINEAU, P.S.M. - LB 6991

BOUNDARY & TOPOGRAPHIC SURVEY FOR:
IMPACT DEVELOPMENT PARTNERS

REFERENCES: F.B. 400, POS. 19-31

FILE:

J.O.# 0592

DWG.# 0592 UP_R SITE

SHT 2 OF 2

HōM OCALA

PLANNED DEVELOPMENT

PD STANDARDS

Prepared for:

Impact Development Management, LLC.

Prepared by:

Kimley-Horn and Associates, Inc.

July 2023

1700 SE 17th Street, Suite 200
Ocala, Florida 34471
352 438 3000

PD PLAN


NORTH
GRAPHIC SCALE IN FEET
0 25 50 100
LAND USE LEGEND
RECREATION
OPEN SPACE
DRA - DRAINAGE RETENTION AREA
ROADACCESS LOCATION
AGGREGATE OPEN SPACE
GENERAL LOCATION OF PROPOSED DEVELOPMENT SIGN
SITE DATA TABLE
PROJECT LOCATION
OWNER/DEVELOPERS
PROPOSED ZONING
FUTURE LAND USE
PROPOSED DEVELOPMENT
DENSITY
PARCEL ACCOUNT NUMBER
SITE GROSS AREA
OPEN SPACE
PROPOSED FLOOR AREA RATIO (F.A.R.)
MAXIMUM FLOOR AREA RATIO
BUILDING SETBACKS
STREET WIDENING SETBACK
BUFFERS
MAXIMUM BUILDING HEIGHT
ROADS
UTILITIES
DRAINAGE
AMENITIES
PARKING REQUIRED
PROPOSED DRA
ENHANCED ENTRY
PROPOSED DEVELOPMENT SIGN
PROPOSED 5' WIDE CONCRETE SIDEWALK
PROPOSED 5' LANDSCAPED BUFFER
PROPOSED 20' NATURAL ENHANCED BUFFER
GARAGE BLDG (5 SPACES)
PROPOSED BUILDING #6 3-STORY (30 UNITS)
PROPOSED BUILDING #4 4-STORY (40 UNITS)
PROPOSED BUILDING #7 3-STORY (30 UNITS)
PROPOSED BUILDING #8 3-STORY (30 UNITS)
PROPOSED BUILDING #3 3-STORY (30 UNITS)
PROPOSED BUILDING #5 4-STORY (40 UNITS)
OPEN SPACE
PROPOSED WALKING TRAIL
ENHANCED LANDSCAPING
PROPOSED DOG PARK
PROPOSED POOL
PROPOSED CLUBHOUSE
PROPOSED BUILDING #2 3-STORY (30 UNITS)
PROPOSED BUILDING #1 3-STORY (30 UNITS)
PROPOSED GAZEBO
PROPOSED 15' LANDSCAPED BUFFER
10' PERMANENT AERIAL EASEMENT
S.E. 24TH ROAD (80' RIGHT OF WAY)
S.E. 31ST STREET (100' RIGHT OF WAY)
Kimley»Horn
PLANNED DEVELOPMENT PLAN
HŌM OCALA
PREPARED FOR
IMPACT DEVELOPMENT MANAGEMENT, LLC
SHEET NUMBER
PD002

INTRODUCTION

"HōM Ocala" Planned Development is approximately 14.67 acres located within the City of Ocala (29851-000-00), west of the intersection of SE 31st Street and SE 24th Road. The property is located within an area of the City that includes a diverse mix of existing land uses that support the goals defined in the City's Comprehensive Plan.

The PD Plan for "HōM Ocala" provides a blueprint for the preferred development patterns, design qualities, and transportation systems that should be encouraged in this 260-unit apartment complex development.

Consistent with requirements for a PD Plan, these PD Standards ("Standards") establish project objectives that are appropriate for planning. It is expected that during review for "Impact Development", the following activities will take place:

1. PD Plans will be prepared and submitted through the City of Ocala development review process.

2. Updates to building architecture and articulation will be amended if needed to reflect design.

3. Adjustments to the Standards contained in this document will be submitted by the developer and approved by the City at a staff-level as permitted in Sec. 122-946 of the City's Code of Ordinances.

These Standards serve as the foundation for the planning and development efforts of the plan, following the provisions of the City's Planned Development (PD) district and Low Intensity Future Land Use classification. In compliance with the City's PD requirements, the PD Plan is comprised of components intended to provide assurance that the development of the property complies with the requirements of the City's Comprehensive Plan and Chapter 122 of the Code of Ordinances. The PD Plan and Standards are the culmination of a comprehensive and collaborative planning process designed to provide the framework for development within this area.

The Standards have been prepared to encourage and regulate the multi-family residential use of the development in accordance with this document, including building and site design elements, which help ensure the provision of sound and sustainable land use planning. These components are more fully described and presented throughout this document and include the PD Plan, delineation and identification of Planning Area and Standards for development. This application is consistent with the City of Ocala's Low Intensity Future Land Use classification and PD zoning district.

These Standards may be amended, as permitted in Sec. 122-946, by the Applicant and/or their designee, from time to time, to reflect changes in market conditions and development processes. The PD Plan includes standards that have been developed based on existing site features, available infrastructure, the City's overall vision for the area and similarly situated residential developments. The PD Plan provides a sustainable land use which is compatible internally and with adjacent properties. The standards provide flexibility to best respond to current and future market forces, changes in building and development patterns and community demographics. The project's proposed densities and intensities are consistent with the Low Intensity land use classification of the City's adopted Comprehensive Plan.

OVERALL GUIDING PRINCIPLES

This PD Plan is for a residential apartment complex with up to 260 units and open space. The following guiding principles are intended to provide a framework for development and provide for implementation of the overall vision.

- Buildings should be organized and arranged to reinforce the primary street edges, to provide for transit opportunities (when appropriate), and to complement the topography, vegetation, or other natural features of the site.
- The overall site design intent shall be to strengthen building-to-street relationships and to reinforce a balance between pedestrian and vehicular movements. The location of a building entrance is a key design element that can enhance or detract from a strong building/pedestrian connection. Emphasis shall be placed on logical and rational building entrances and the connection to the primary road frontage of the building.
- The location and design of surface parking is important in establishing the character of the project. Surface parking shall generally be designed as described in Section 122, Article V, Division 29 and Article VI of the Code of Ordinances.
- The project architecture shall promote and enhance a pedestrian scale and orientation on any façade facing a street, through building articulation, transparency, or other design treatments.
- Building form should articulate site access points and other points of interest to assist in pedestrian and vehicular wayfinding.
- Buildings should be articulated to highlight access to building entrances and public/common spaces. Design elements may include but not limited to, canopies, overhangs, recesses, projections, arcades, arches, or display windows.
- Vehicular service areas for multiple buildings are encouraged to be consolidated whenever possible.
- Access driveways have been designed and are shown to minimize congestion.
- Pedestrian and automobile traffic should be separated to the extent possible. Where such traffic conflicts occur, consideration should be given to special paving or similar techniques to clearly mark such crossings.
- Large parking areas should contain clearly defined pedestrian corridors to provide safe access to adjacent buildings.
- Crosswalks may use enhanced paving materials that are complementary to adjacent development.
- Public space may be coordinated with water management facilities to provide amenities, such as water feature overlooks, or paths.
- Driveway and parking lot areas should be illuminated for safe maneuvering of motor vehicles. Lighting assemblies along driveways shall be consistent in type and color, with those used in the common areas and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements such as non-commercial banners or hanging planters. Lighting should include cut-off fixtures, where appropriate, and light shall not spill beyond parcel boundaries. Lighting adjacent to exterior boundary or neighboring residential shall be 16 feet in height and shielded to limit impacts on surrounding properties.

DEVELOPMENT STANDARDS

This PD is intended to provide for flexibility in design while meeting the City's intent for development in this region. These standards and supporting application materials allow for proper development with intent to minimize impacts to and from adjoining land uses. Site development must be ever mindful of the emphasis on pedestrian connectivity with safe and inviting design addressing convenient access for walking and bicycling for users of the area. Such emphasis shall be achieved at all development stages. The overall program distribution may be adjusted according to the needs of the community, providing the total densities and intensities included in the PD Plan are not exceeded. “HōM Ocala” PD Plan provides appropriate buffers, setbacks and development standards to mitigate impacts to existing adjoining uses.

Land uses shall be in accordance with the standards contained within this PD Plan.

This PD Standards book is intended to communicate the general design intent of the project. When the opportunity arises to present a superior design alternative that may not adhere to each and every standard in this book, The City of Ocala may permit such superior design alternative through an administrative review and approval of the referenced project.

Table 1: Development Standards for Residential Use

Standard	Requirements
Tract size (acres)	±14.67 acres
Intensity (minimum and maximum FAR)	0.0 (min), 0.50 (max)
Maximum Density	18.0 Units / Ac.
Minimum Setbacks (feet)[1]	Front Yard: 20’ Side Yard: 20’ Rear Yard: 20’
Minimum Lot Size ·	N/A
Building Height	Maximum 55 feet
Building Service Areas	Buildings shall be organized to group the utilitarian functions away from the public view from public streets. Delivery and loading operations, HVAC equipment, dumpster locations, backflow preventers and other utility and service functions shall be incorporated into the overall design of the building and landscaping.
Dumpsters	Dumpsters shall be screened consistent with City standards; with construction materials that complement the primary building. Dumpsters shall be screened with masonry walls if visible from the public. Trash compactors shall not be located along the western property line to provide distance from neighboring residential areas.
Parking	Parking shall be pursuant to Article VI of the Land Development Code at 1.5 spaces per unit.

Table 1: Development Standards for Residential Use	
Standard	**Requirements**
Utilities	Utilities should be located/buried such that tree installations are possible.
Lighting	Lighting assemblies along driveways shall be consistent in type and color and should generally not exceed 35 feet in height; pedestrian level lighting should generally not exceed 16 feet in height. Light fixtures may allow for additional elements such as banners or hanging planters. Lighting adjacent to exterior boundary shall shielded to limit impacts on surrounding properties.
Signage	Signage shall be provided for the proposed uses and for pedestrian safety based on applicable portions of the Code of Ordinances, Chapter 110, Article III, Division 2. This shall include Sec.110-158 (1)(c). Back lighting or external illumination shall be allowed. Monument signs and wayfinding signage shall be identified on the site development plans and will be permitted separately as required in the Code of Ordinances.
Buffers[1]	Buffers shall comply with 122-260, except where shown otherwise on the PD Plan. Buffers and landscaping are proposed to be provided based on the type and intensity of development.
Open Space	40% minimum. See notes and site data on plan.
Exterior Elevations	Exterior elevations are provided within this booklet.
Accent Materials	Accent features shall be provided to ensure an aesthetically pleasing development and may include elements reflected in the illustrative graphics included in the PD Plan including, but not limited to pavers, landscape islands with vertical plantings, accent building materials, and other architectural features.
Lots and Roadway Alignment	Lot acreage and delineation/boundary may be adjusted at the time of the formal site plan for minor engineering and planning considerations, subject to City approval.
Access	The proposed development shall be provided access to the public road as generally illustrated on the PD Plan.

[1] Buffers may include trails and other similar passive recreation uses including but not limited to landscaping, fencing, drainage/water retention areas, walls, signage and underground utilities.

ENHANCED FEATURES OF THE PLANNED DEVELOPMENT

The following are enhanced features of the PD that exceed typical code requirements:

1. **Buffer Along SE 31st St:**
   a. Required: 10' Wide landscape buffer. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c.
   b. Proposed: 15' Wide enhanced landscape buffer with 1 Small Tree per 25 LF, 3' hedge planted 3' o.c., with ground cover and ornamental grass plantings utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth. Small Trees as possible around utilities.
2. **Stormwater Retention Adjacent to Property Boundary:**
   a. Required: Hedge to screen around drainage retention facility.
   b. Proposed: Enhanced 10' Buffer including 1 Shade Tree per 50 LF, 1 Small Tree per 25 LF utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth, and native shrub and ornamental grass plantings (3' ht. min. and 48" o.c. max.) Where existing trees are present, 1 Small Tree per 50 LF with native shrub and ornamental grass plantings.
3. **Buffer Along West boundary:**
   a. Required: 10' Wide landscape buffer. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c.
   b. Proposed: 20' Wide Natural enhanced landscape buffer preserving existing trees and understory vegetation. 1 Small Tree per 25 LF and 3' ht. hedge planted 3' o.c. located outside of and around trees and vegetation to supplement existing buffer where shown.
4. **Buffer Along SE 24th Rd:**
   a. Required: 5' Landscape screening of vehicular-use areas with hedge.
   b. Proposed: Enhanced 10' Buffer utilizing native and Florida-Friendly plant species and a hierarchy of sizes to create interest and depth. Includes Shade Trees, Small Trees, and native shrub and ornamental grass plantings, 3' ht. min. and 48" o.c. max. See notes on plan regarding trees proposed per LF.
5. **Open Space Landscaping:**
   a. Required: None.
   b. *Proposed: Enhanced landscaping planted at Open Space edges to help define and enhance the area. Native and Florida-Friendly plant species are used as a hierarchy of sizes to create interest and depth to frame the open space.*
6. **Pedestrian Trails:**
   a. Required: None.
   b. *Proposed: Pedestrian walking trails throughout internal open spaces and around the perimeter of a proposed retention area. Walking trail around the proposed retention area will be supplemented with a gazebo or pavilion for use by residents.*
7. **Landscaped Entries:**
   a. Required: None.
   b. *Proposed: Enhanced landscaping planted within curbed medians at project entrances. Plantings can include Small Trees, native shrubs, and ornamental grass plantings.*

TYPICAL BUILDING ELEVATIONS, ARTICULATION, AND ACCENT MATERIALS







TYPICAL BUILDING ELEVATIONS, ARTICULATION AND ACCENT MATERIALS

TYPICAL APARTMENT BUIDING

FRONT VIEW



SIDE VIEW



FRONT VIEW



SIDE VIEW



EXAMPLE LANDSCAPE FEATURES AND MATERIALS







WRITTEN SUMMARY OF NEIGHBORHOOD MEETING
November 17, 2022
Impact Development SE 31st Street Multi-Family Planned Development

A neighborhood meeting regarding the PD Rezoning on the above referenced property was held on November 17, 2022 in the Fellowship Center of the First Baptist Church located at 2801 SE Maricamp Road, Ocala, FL 34471. A copy of the notice which was mailed to all property owners on the circulation list provided by planning staff of the City of Ocala is included herewith. Notice of the meeting was also published in the Ocala Star Banner.

At the meeting, representatives from the applicants' engineers, Kimley-Horn, Inc., and the attorney for the applicant, Fred N. Roberts, Jr. of Klein & Klein, LLC, made a presentation on the project and related impacts with draft renderings and conceptual plans. Reduced size copies of those items are included herewith.

Upon completion of the presentation, a question-and-answer period was held. The majority of people in attendance appeared to be from Casa Park Villas. However, the owners of other properties located in the area were also in attendance. Questions were mostly revolved around (1) the proposed use, (2) concerns relating to site lighting and traffic headlights at the point of egress on SE 24th Street Road , and (3) the intersection of SE 24th Street Road and SE 31st Street.

The meeting was relatively short and the concerns seemed to be mostly assuaged by the proposed use and project plans. The most significant concern appeared to be with the possibility that the site would be used for commercial purposes. However, once it was established that it was a residential use, it was a very cordial conversation between those in attendance and the developer representatives mostly providing general information and answering questions.

PARCEL	NAME	ADD_1	CITY	STATE	ZIP
29851-000-00	31ST STREET LLC	101 NE 16TH AVE	OCALA	FL	34470
2987-016-002	ALLARD RICHARD G	1701 SE 24TH RD UNIT 1602	OCALA	FL	34471
2987-002-002	BEERS JOYCE	1701 SE 24TH RD UNIT 202	OCALA	FL	34471
2987-002-001	BRACK KACEY J	1701 SE 24TH RD APT 201	OCALA	FL	34471
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2987-001-003	CANGELOSI ANN MARIE	104 ATLANTIC AVE APT 9	LYNBROOK	NY	11563
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29863-001-00	CMCP-PINECASTLE LLC C/O BROOKDALE SENIOR LIVING INC	6737 W WASHINGTON ST STE 2300	MILWAUKEE	WI	53214
2987-014-004	COOK TRACI	1701 SE 24TH RD APT 1404	OCALA	FL	34471
2987-000-003	CORDOVA CHARLES R AND CASTRO DIANA	1701 SE 24TH RD UNIT 1703	OCALA	FL	34471
2987-016-001	CRAWFORD ROBERT AND GULA JENNIFER	1701 SE 24TH RD UNIT 1601	OCALA	FL	34471
29859-003-00	DAVISON CLAUDE A AND DAVISON MAJORIE F	1813 SE 31ST LN	OCALA	FL	34471
2987-015-002	DEGENNARO MARGARET A	1701 SE 24TH RD UNIT 1502	OCALA	FL	34471
2987-002-008	DEICHMAN ROBERT R AND DEICHMAN NANCY J	2123 SE 41ST AVE	OCALA	FL	34471
29875-001-01	DEV AND CONSTRUCTION CORP OF AMERICA	8825 SW 110TH ST	OCALA	FL	34481
29859-004-00	DRISCOLL JOHN T III & BARBARA A JT REV LVN TR AND DISCOLL JOHN T TR ET AL	1805 SE 31ST LN	OCALA	FL	34471
28634-002-00	EMERICHIP OCALA EAST LLC	3131 ELLIOT AVE STE# 500	SEATTLE	WA	98121
2987-019-004	ESLARY KAREN ANN	5341 OAKMONT VILLAGE CIR	LAKE WORTH	FL	33463
2987-001-004	ESTES JOHN ANTHONY	1845 HALLAM DR	LAKELAND	FL	33813
2987-019-005	FANELLI SHANNON AND GRAHAM MARIA	1701 SE 24TH RD UNIT 1905	OCALA	FL	34471
2987-002-005	GIBBONEY JOHN AND MACKEY KRISTY	1701 SE 24TH RD UNIT 205	OCALA	FL	34471
2987-018-003	GONZALES YNGWIE D	1701 SE 24TH RD UNIT 1803	OCALA	FL	34471
2987-001-002	GRAY REAL ESTATE HOLDINGS CONDO LLC	1797 SE 89TH LN	OCALA	FL	34471
2987-001-005	GRESBACH CYNTHIA	1701 SE 24TH RD UNIT 105	OCALA	FL	34471
2987-015-001	HARRIS SAMANTHA J	1701 SE 24TH RD UNIT 1501	OCALA	FL	34471
2987-015-003	JOHNSON ANNA MARIE	1701 SE 24TH RD UNIT 1503	OCALA	FL	34471
29875-001-05	JOYCE JOSEPH AND JOYCE LAUREN	3110 SE 17TH TER	OCALA	FL	34471
29875-001-04	KING JARROD AND KING COURTNEY	1711 SE 31ST LN	OCALA	FL	34471
2987-002-007	LANGLER MATTHEW A	1701 SE 24TH RD UNIT 207	OCALA	FL	34471
2987-001-001	LINEBAUGH SUSAN B AND LINEBAUGH CHARLES D III	1701 SE 24TH RD APT 101	OCALA	FL	34471
2987-019-006	LOPEZ EDGARDO	1701 SE 24TH RD UNIT 1906	OCALA	FL	34471
29859-001-00	LU TONG YUN AND LU JIN HEING	1821 SE 31ST LN	OCALA	FL	34471
2987-019-001	LUZADER THERESA AND CAFFIN WENDY	1701 SE 24TH RD UNIT 1901	OCALA	FL	34471
2987-019-002	MARINO PATRICIA AMBER	1701 SE 24TH RD UNIT 1902	OCALA	FL	34471
2987-002-006	MCCALL ROBERT FRANCIS	PO BOX 3322	OCALA	FL	34471
2987-002-004	MERCER CARRINGTON	1701 SE 24TH RD UNIT 204	OCALA	FL	34471
2987-014-003	MEYER SHERYL	1701 SE 24TH RD UNIT 1402	OCALA	FL	34471
2987-014-001	MORTGAGE ASSETS MGT SERIES 1 TRUST ET AL AND CO/ COMPU-LINK CORP DBA CELIN	101 W LOUIS HENNA BLVD SUITE 310	AUSTIN	TX	34471
2987-000-004	PARRISH GRACE	1701 SE 24TH RD UNIT 1704	OCALA	FL	34471
2987-018-002	PINDER PAULA	1701 SE 24TH RD UNIT 1802	OCALA	FL	34471
2987-018-001	REYNOLDS SHANNON L	1701 SE 24TH RD UNIT 1801	OCALA	FL	34471
2987-001-006	SACO DIANE	1701 SE 24TH RD APT 106	OCALA	FL	34471
29851-003-00	SNR 27 MARION WOODS OWNER LLC C/O ALTUS GROUP US INC #8078	PO BOX 71970	PHOENIX	AZ	85050
29875-000-01	SOUTH POINT HOMEOWNERS ASSOCIATION COMMON ELEMENTS PTA 0301	3191 SE 17TH CT	OCALA	FL	34471
2987-002-003	TORRES MICHAEL A AND ALFANO-TORRES MARY	1701 SE 24TH RD UNIT 203	OCALA	FL	78728
2987-016-003	TURNER IRMHILD E	1701 SE 24TH RD UNIT 1603	OCALA	FL	34471
29859-002-00	VERI MICHAEL G AND VERI JACKELINE	5115 NE 122ND LN	OXFORD	FL	3448[illegible]

2987-014-002	WOOD CAROLYN H	1701 SE 24TH RD UNIT 1403	OCALA	FL 34471
29851+000-00	WRA - CITY OF OCALA	1805 NE 30TH AVE BLDG 700	OCALA	FL 34470

Harb, Alan

From: Frederick, Jameson
Sent: Friday, October 28, 2022 2:18 PM
To: Aubrey Hale; Patricia Hitchcock
Cc: Fred Roberts; Tye Chighizola
Subject: Neighborhood Meeting for Rezoning Application to PD
Attachments: Lpo221028jaf.pdf; Neighborhood Meeting_2022-11-17.pdf; 01-Aerial Map.pdf

Good Afternoon Aubrey & Patti,

We're holding a neighborhood meeting in advance of submitting a rezoning application to PD for Parcel 29851-000-00 (located at the northwest corner of the intersection of SE 31st Street and SE 24th Road). Attached is a copy of the property owner notification letter for any City staff that may want to be in attendance.

Let us know if you have any questions.

Thank you,

Jameson A. Frederick, P.E.
Kimley-Horn | 1700 SE 17th Street, Suite 200 Ocala, FL 34471
Direct: 352 438 3035 | Main: 352 438 3000 | www.kimley-horn.com
Connect with us: Twitter | LinkedIn | Facebook | Instagram

From: joyce@jjdentistry.com
To: Samantha Pintos
Cc: lauren@jjdentistry.com
Subject: CASE PD23-45098
Date: Monday, August 28, 2023 7:55:31 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing you concerning CASE PD23-45098. My address is 3110 SE 17th Terrace, which is directly across from the proposed development. My wife and I are opposed to the development. The increase in traffic and congestion will lead to traffic safety concerns. It appears that one of the entrances/exits will share or be located directly across from South Point neighborhood. We are concerned for the increase in traffic and hazards that come with that congestion.

Again we would like to record our opposition to the rezoning and proposed development.

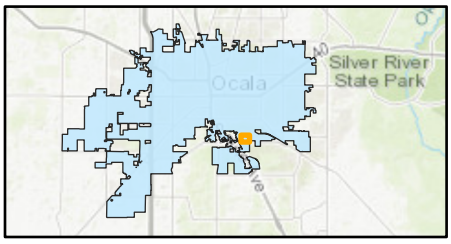
Respectfully,

Joseph C Joyce
3110 SE 17th Terrace
Ocala, FL 34471

CASE MAP

P&Z Meeting: September 11, 2023

Location Map



Case Number: PD23-45098

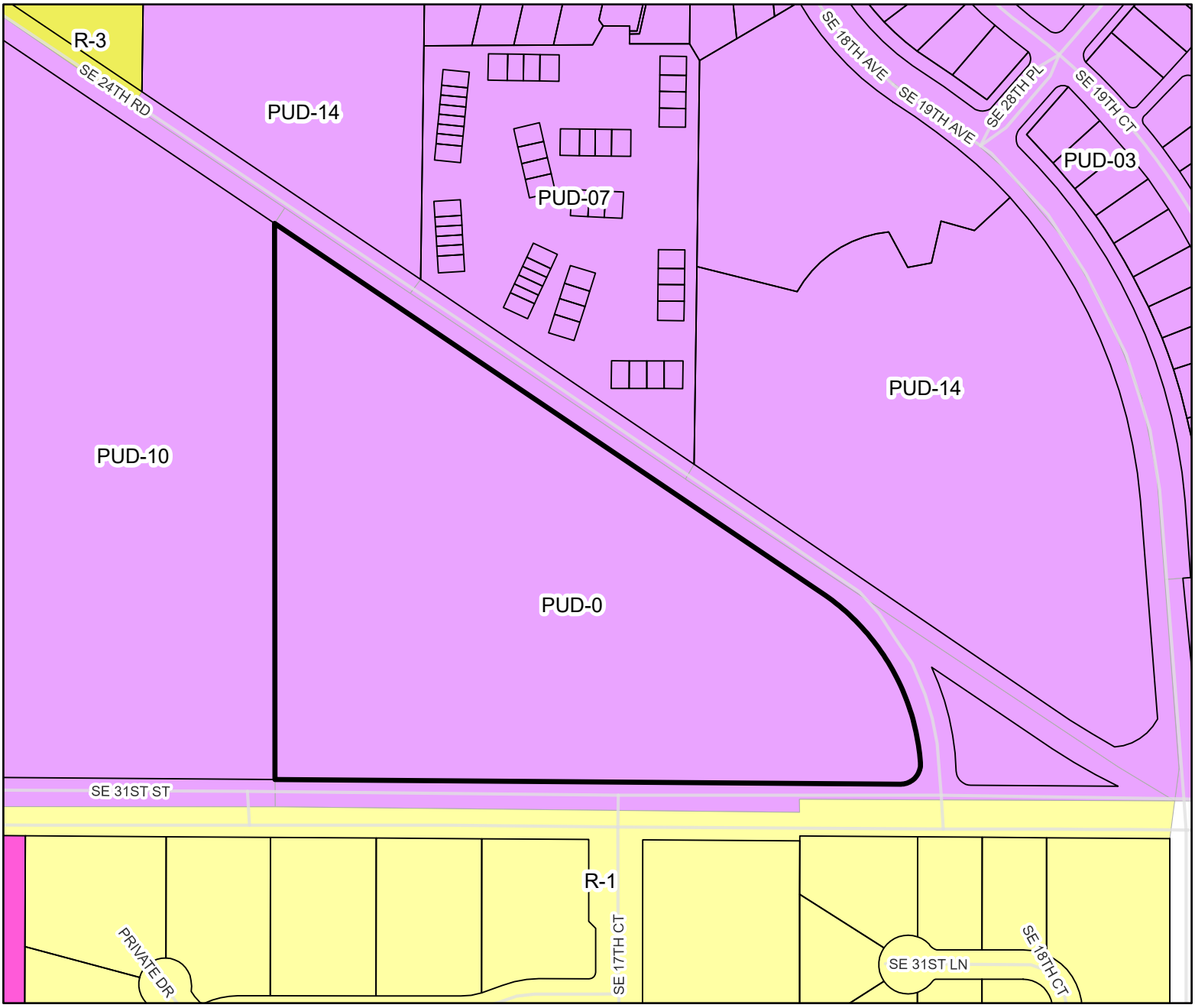
Parcel: 29851-000-00

Property Size: Approximately 14.15 acres

Land Use Designation: Low Intensity

Zoning: PUD-0, Planned Unit Development

Proposal: A request to rezone from PUD-0, Planned Unit Development to PD, Planned Development and approval of PD Plan with Design Standards



- Property
- Parcels
- OP:Office Park
- PUD-03:Planned Unit Development-3 Units
- PUD-07:Planned Unit Development-7 Units
- PUD-0:Planned Unit Development
- PUD-10:Planned Unit Development-10 Units
- PUD-14:Planned Unit Development-14 Units
- R-1:Single Family Residential
- R-3:Multi-Family Residential

0 450 Feet

N

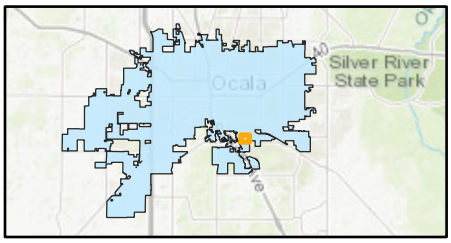
OCALA

Prepared by the City o
Growth Management Depa
by kwirthlin on 8/23/2023

AERIAL

P&Z Meeting: September 11, 2023

Location Map



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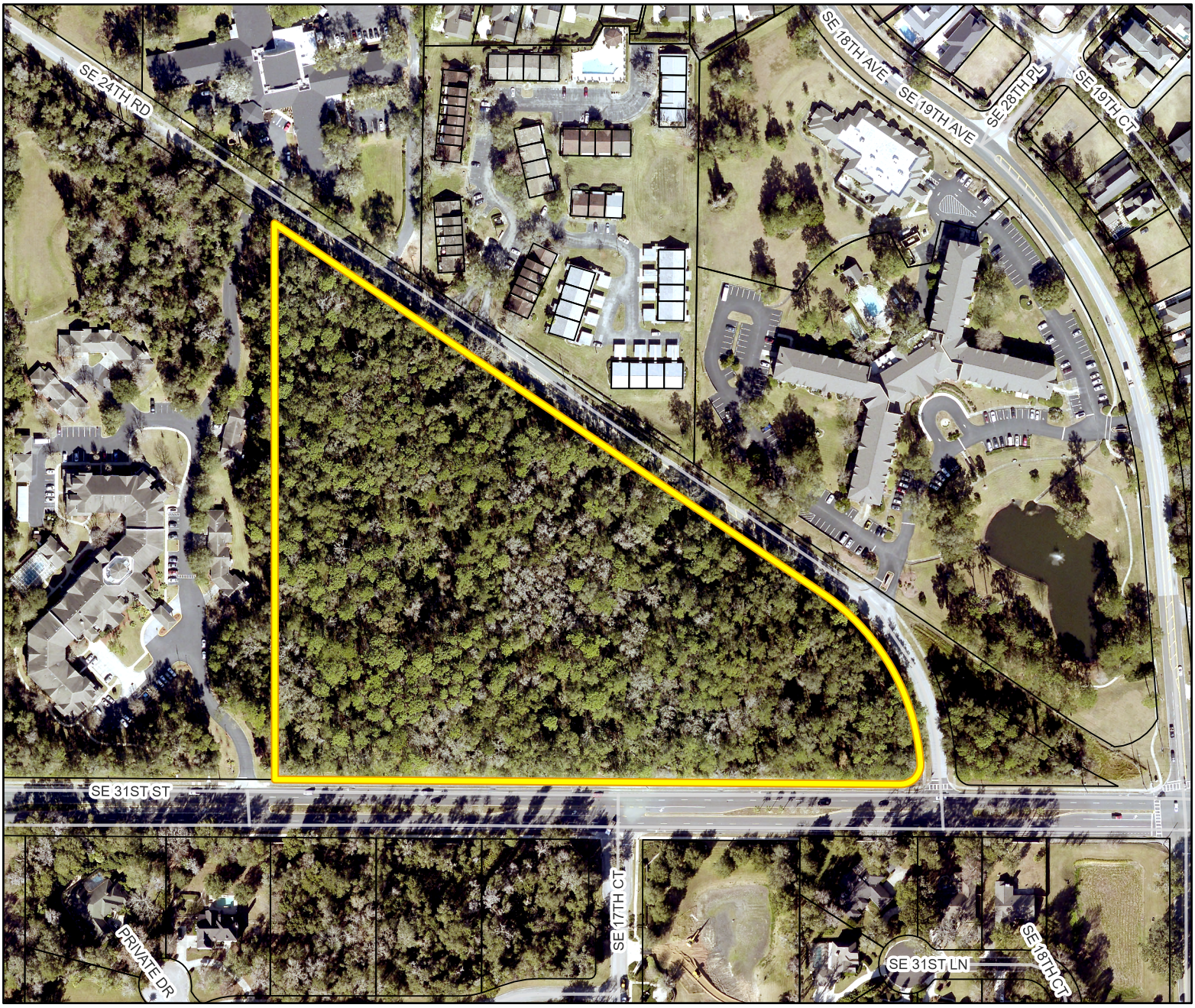

Property

Parcels

0 450 Feet

N

OCALA

Prepared by the City o
Growth Management Depa
by kwirthlin on 8/23/2023

Ocala

DRAFT

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Planning & Zoning Commission

Minutes

Monday, September 11, 2023 **5:30 PM**

1. Call to Order

a. Pledge of Allegiance

b. Roll Call for Determination of a Quorum

Present	Vice Chair Arthur "Rus" Adams, Richard "Andy" Kesselring, Todd Rudnianyn, Chairperson Kevin Lopez, Brent Malever, and Allison Campbell
Excused	William Gilchrist Jr., and Branson Boone

c. Agenda Notes:

Cases heard by the Planning and Zoning Commission will be presented to City Council in accordance with the schedule provided after each case in the agenda. Please note that the City Council meetings will begin at 4:00 p.m.

2. Proof of Publication

It was acknowledged that a Public Meeting Notice was posted at City Hall (110 SE Watula Avenue, Ocala, Florida 34471) and published in the Ocala Star Banner on August 25, 2023.

Attachments: Star Banner ad

3. Consideration of the Minutes

There being no further discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	Brent Malever
SECONDER:	Arthur "Rus" Adams
AYE:	Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever
EXCUSED:	Gilchrist, and Boone

Attachments: 8-14-23 Final Minutes.pdf

4. Planned Development

a. Impact Development Partners, LLC / PD23-45098

Attachments:
PD23-45098 - memo
PD23-45098 - staff report
PD Plans
PD Standards 2023
Neighborhood Meeting Details
Joseph C Joyce Opposition Letter
CaseMap
Aerial

Ms. Endira Madraveren displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of facts.

Discussion:

Mr. Fred Roberts, 40 SE 11th Avenue, Ocala, FL, stated the project is compatible with the area. He provided a brief overview of the surrounding uses, buffering, amenities, and site plan. The project is considered Class A, with no affordable housing.

Ms. Diane Saco, 1701 SE 24th Road, Apt #106, Ocala, FL, asked if any consideration was given to the water supply and waste management.

Ms. Sue Markferding, 2010 SE 33rd Street, Ocala, FL, spoke in opposition of the proposed development project. She expressed concern regarding the traffic impacts, pedestrian safety, non-conforming uses, lack of traffic study, and school impacts. She requested the applicant provide a school plan and consider relocating the development project Downtown.

Mr. Ameer, 1809 SE 36th Lane, Ocala, FL, spoke in opposition of the proposed development project. He expressed concern regarding the traffic impacts, increased density, and changing the character of the community.

Mr. Roberts confirmed the traffic study was completed and submitted for final approval. The main entrance will be located on SE 31st Street, has a 58% capacity, will increase by 1%. The estimated peak hour trips is 130.. The applicant will complete road improvements, and water supply will be connected to municipal services. The drainage will be kept onsite; and the development is compatible with the surrounding uses. He reiterated the developer is building a high-quality, Class A project with security elements.

Ms. Campbell asked if the traffic study included the multifamily development which is under construction, and located to the east of the project. Mr. Roberts responded yes; the traffic study requirement includes surrounding projects under construction. He confirmed the plan includes sidewalk improvements.

Mr. Adams asked what the zoning was for the expired PD. Mr. Roberts responded the zoning was for a larger PUD.

Ms. Campbell requested more information regarding the traffic study results for SE 24th

Road. Mr. Roberts explained the traffic study determined SE 24th Road is at 9% capacity.

Mr. Lopez asked if the traffic study recommended a traffic light on SE 31st Street. Mr. Roberts responded no; the traffic study determined the area is a low traffic generator.

Mr. Lopez expressed concern the development will create a traffic impact for residents trying to turn left into the development. Mr. Roberts responded improvements can be made to the access point to mitigate traffic impacts.

Mr. Malever stated the traffic lights located at SE 18th Avenue and SE 31st Street need to be replaced, to promote pedestrian safety. Mr. Roberts responded the developer is required to pay a significant amount of the impact fees, which can be used to improve intersections.

Mr. Roberts confirmed the development includes a mix of the following: 60% one bedroom, 30% two bedrooms, and 10% three bedrooms. The estimated capacity total is 727.

Mr. Kesselring asked if staff kept track of approved apartment developments for the past five years in the City and Marion County. Ms. Madraveren responded yes; and staff will submit the data to the Commission. The letters of opposition were provided to the Commission.

Ms. Campbell stated the development project will cause traffic impacts on SE 24th Road and school zones. She suggested the developer decrease the building stories and add sidewalk improvements for pedestrian safety.The one-bedroom units decrease the student generation number, thus eliminating school impacts.

Mr. Adams said the development will consist of four, four-story buildings. He asked if the applicant evaluated eliminating the left-in across from Rosewood and relocating the left-in on SE 24th Road, to address the crossover concerns. Mr. Roberts explained how the peak hour trips are divided between the two access points.

Mr. Roberts stated the sidewalk improvements will benefit students walking along the development.

Motion to approve to rezone from PUD-0, Planned Unit Development, to PD, Planned Development, and approval of PD Plan with Design Standards, property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29852-000-00), approximately 14.15 acres.

RESULT:	APPROVED
MOVER:	Arthur "Rus" Adams
SECONDER:	Todd Rudnianyn
AYE:	Vice Chair Adams, Rudnianyn, and Malever

NAY: Kesselring, and Chairperson Lopez

EXCUSED: Gilchrist, and Boone

5. Rezoning

a. Juan Manuel Vasquez / ZON23-45299

Attachments: ZON23-45299 Memo
ZON23-45299 Staff Report
Aerial
CaseMap

Ms. Johnson displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Discussion:

Mr. Juan Vasquez, 3626 Rosswood Drive, Orlando, FL 32806, stated a concept plan was submitted to the City for a 14-unit apartment building, which will allow 15-units if approved. The property has sufficient open space and parking.

Mr. Kesselring asked if the Commission could recommend a special exception in the B-2 zoning district. Ms. Johnson responded yes; however, the property lacks the 30,000 square feet requirement to sustain its own zoning district. The subject property is adjacent to B-4 zoning.

No public comment.

Motion to approve to rezone from B-1A, Limited Neighborhood Business, to B-4 General Business, property located at 424 SW 11th Street; approximately 0.54.

RESULT: APPROVED

MOVER: Todd Rudnianyn

SECONDER: Richard "Andy" Kesselring

AYE: Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever

EXCUSED: Gilchrist, and Boone

b. Paglia & Associates, LLC / ZON23-45305

Attachments: ZON23-45305 Memo
ZON23-45305 Staff Report
Aerial
CaseMap

Ms. Johnson displayed maps and various photos of the property and adjacent properties while providing staff comments and the findings of fact.

Discussion:

Mr. Robert Batsel, 1531 SE 36th Avenue, Ocala, FL, stated the applicant is requesting a minor use change from a recycling center to a material recovery facility. The text amendment application will be considered next month by the Commission.

No board discussion or public comment.

.

Motion to approve to rezone from M-1, Light industrial, to M-2 Medium Industrial, property located at 3100 SW 3rd Street; approximately 2.11 acres.

RESULT:	APPROVED
MOVER:	Brent Malever
SECONDER:	Arthur "Rus" Adams
AYE:	Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever
EXCUSED:	Gilchrist, and Boone

c. Eco Property Investments, LLC / ZON23-45325

RESULT:	TABLED
MOVER:	Kevin Lopez
SECONDER:	Richard "Andy" Kesselring
AYE:	Vice Chair Adams, Kesselring, Rudnianyn, Chairperson Lopez, and Malever
EXCUSED:	Gilchrist, and Boone

Next meeting: October 9, 2023 at 5:30 PM.

Development Services Director Jeff Shrum provided a brief overview of the 2050 Vision. The City plans to hire a consultant in October; progress updates will be provided to the Commission. Mr. Shrum stated that Patricia Hitchcock will be retiring next month.

Adjournment

The meeting adjourned at 6:38 PM.

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29863-001-00	CMCP-PINECASTLE LLC C/O BROOKDALE SENIOR LIVING INC	6737 W WASHINGTON ST STE 2300	MILWAUKEE	WI	53214
2987-014-004	COOK TRACI	1701 SE 24TH RD APT 1404	OCALA	FL	34471
2987-000-003	CORDOVA CHARLES R AND CASTRO DIANA	1701 SE 24TH RD UNIT 1703	OCALA	FL	34471
2987-016-001	CRAWFORD ROBERT AND GULA JENNIFER	1701 SE 24TH RD UNIT 1601	OCALA	FL	34471
29859-003-00	DAVISON CLAUDE A AND DAVISON MAJORIE F	1813 SE 31ST LN	OCALA	FL	34471
2987-015-002	DEGENNARO MARGARET A	1701 SE 24TH RD UNIT 1502	OCALA	FL	34471
2987-002-008	DEICHMAN ROBERT R AND DEICHMAN NANCY J	2123 SE 41ST AVE	OCALA	FL	34471
29875-001-01	DEV AND CONSTRUCTION CORP OF AMERICA	8825 SW 110TH ST	OCALA	FL	34481
29859-004-00	DRISCOLL JOHN T III & BARBARA A JT REV LVN TR AND DISCOLL JOHN T TR ET AL	1805 SE 31ST LN	OCALA	FL	34471
28634-002-00	EMERICHIP OCALA EAST LLC	3131 ELLIOT AVE STE# 500	SEATTLE	WA	98121
2987-019-004	ESLARY KAREN ANN	5341 OAKMONT VILLAGE CIR	LAKE WORTH	FL	33463
2987-001-004	ESTES JOHN ANTHONY	1845 HALLAM DR	LAKELAND	FL	33813
2987-019-005	FANELLI SHANNON AND GRAHAM MARIA	1701 SE 24TH RD UNIT 1905	OCALA	FL	34471
2987-002-005	GIBBONEY JOHN AND MACKEY KRISTY	1701 SE 24TH RD UNIT 205	OCALA	FL	34471
2987-018-003	GONZALES YNGWIE D	1701 SE 24TH RD UNIT 1803	OCALA	FL	34471
2987-001-002	GRAY REAL ESTATE HOLDINGS CONDO LLC	1797 SE 89TH LN	OCALA	FL	34471
2987-001-005	GRESBACH CYNTHIA	1701 SE 24TH RD UNIT 105	OCALA	FL	34471
2987-015-001	HARRIS SAMANTHA J	1701 SE 24TH RD UNIT 1501	OCALA	FL	34471
2987-015-003	JOHNSON ANNA MARIE	1701 SE 24TH RD UNIT 1503	OCALA	FL	34471
29875-001-05	JOYCE JOSEPH AND JOYCE LAUREN	3110 SE 17TH TER	OCALA	FL	34471
29875-001-04	KING JARROD AND KING COURTNEY	1711 SE 31ST LN	OCALA	FL	34471
2987-002-007	LANGLER MATTHEW A	1701 SE 24TH RD UNIT 207	OCALA	FL	34471
2987-001-001	LINEBAUGH SUSAN B AND LINEBAUGH CHARLES D III	1701 SE 24TH RD APT 101	OCALA	FL	34471
2987-019-006	LOPEZ EDGARDO	1701 SE 24TH RD UNIT 1906	OCALA	FL	34471
29859-001-00	LU TONG YUN AND LU JIN HEING	1821 SE 31ST LN	OCALA	FL	34471
2987-019-001	LUZADER THERESA AND CAFFIN WENDY	1701 SE 24TH RD UNIT 1901	OCALA	FL	34471
2987-019-002	MARINO PATRICIA AMBER	1701 SE 24TH RD UNIT 1902	OCALA	FL	34471
2987-002-006	MCCALL ROBERT FRANCIS	PO BOX 3322	OCALA	FL	34471
2987-002-004	MERCER CARRINGTON	1701 SE 24TH RD UNIT 204	OCALA	FL	34471
2987-014-003	MEYER SHERYL	1701 SE 24TH RD UNIT 1402	OCALA	FL	34471
2987-014-001	MORTGAGE ASSETS MGT SERIES 1 TRUST ET AL AND CO/ COMPU-LINK CORP DBA CELIN	101 W LOUIS HENNA BLVD SUITE 310	AUSTIN	TX	34471
2987-000-004	PARRISH GRACE	1701 SE 24TH RD UNIT 1704	OCALA	FL	34471
2987-018-002	PINDER PAULA	1701 SE 24TH RD UNIT 1802	OCALA	FL	34471
2987-018-001	REYNOLDS SHANNON L	1701 SE 24TH RD UNIT 1801	OCALA	FL	34471
2987-001-006	SACO DIANE	1701 SE 24TH RD APT 106	OCALA	FL	34471
29851-003-00	SNR 27 MARION WOODS OWNER LLC C/O ALTUS GROUP US INC #8078	PO BOX 71970	PHOENIX	AZ	85050
29875-000-01	SOUTH POINT HOMEOWNERS ASSOCIATION COMMON ELEMENTS PTA 0301	3191 SE 17TH CT	OCALA	FL	34471
2987-002-003	TORRES MICHAEL A AND ALFANO-TORRES MARY	1701 SE 24TH RD UNIT 203	OCALA	FL	78728
2987-016-003	TURNER IRMHILD E	1701 SE 24TH RD UNIT 1603	OCALA	FL	34471
29859-002-00	VERI MICHAEL G AND VERI JACKELINE	5115 NE 122ND LN	OXFORD	FL	3448[illegible]

2987-014-002	WOOD CAROLYN H	1701 SE 24TH RD UNIT 1403	OCALA	FL 34471
29851+000-00	WRA - CITY OF OCALA	1805 NE 30TH AVE BLDG 700	OCALA	FL 34470

Harb, Alan

From: Frederick, Jameson
Sent: Friday, October 28, 2022 2:18 PM
To: Aubrey Hale; Patricia Hitchcock
Cc: Fred Roberts; Tye Chighizola
Subject: Neighborhood Meeting for Rezoning Application to PD
Attachments: Lpo221028jaf.pdf; Neighborhood Meeting_2022-11-17.pdf; 01-Aerial Map.pdf

Good Afternoon Aubrey & Patti,

We're holding a neighborhood meeting in advance of submitting a rezoning application to PD for Parcel 29851-000-00 (located at the northwest corner of the intersection of SE 31st Street and SE 24th Road). Attached is a copy of the property owner notification letter for any City staff that may want to be in attendance.

Let us know if you have any questions.

Thank you,

Jameson A. Frederick, P.E.
Kimley-Horn | 1700 SE 17th Street, Suite 200 Ocala, FL 34471
Direct: 352 438 3035 | Main: 352 438 3000 | www.kimley-horn.com
Connect with us: Twitter | LinkedIn | Facebook | Instagram

Mr. Eric Smith
Growth Management Dept.
City of Ocala
201 S.E. 3rd Street, 2nd Floor
Ocala Florida 34471

Dear Mr. Smith:

It was a pleasure meeting with you Wednesday.

Enclosed is a copy of my most important concerns about the S.E. 24th Road proposal that I will also present to the Planning and Zoning commission at tonight's meeting.

Very truly yours,
Sue Markferding
2010 S.E. 33rd Street
Ocala Florida 34471

Hand Delivered
Sept. 11, 2023

To: Ocala Planning and Zoning Commission
Re: Southeast 24th Road

With all due respect you have a lovely proposal, however, there are very serious matters that need to be addressed.

TRAFFIC DANGERS

Southeast 31ST Street four lane road speed limit is 45 MPH. Eastbound 31ST Street vehicles turn left into your main entrance or turn left onto 24th Road to your rear entrance. Both left turn lanes only accomodate three or four vehicles. This is EXTREMELY DANGEROUS.

Vehicles exiting the main entrance on 31ST Street and the rear entrance on 24th Road to 31ST Street to travel east will have to cross four lanes of traffic. The result is HUGE BACKUPS AND LONG DELAYS.

The two lane 24th Road and two lane Lake Weir Avenue travel option has two schools with 20 MPH speed limits and buses and parents dropping off and picking up students. This, too, will have BACKUPS AND LONG DELAYS.

The 390 vehicles in your proposal DO NOT FIT THIS LOCATION.

It is noted a traffic study has not been completed.

EDUCATION

Where is or what is the school plan? How many students do you estimate will need public education; 50, 200 or 500? How many additional teachers, classrooms and buses will be needed? The cost to educate one student for one year in Marion School District is $10,705.00. How much of the Impact Fee will pay this ENORMOUS EXPENSE? Where is the funding?

NON-CONFORMING

There are single family homes east of 19th Avenue and south of 31st Street. All other apartment complexes are two story. Your proposed three and four story buildings DO NOT CONFORM to the surroundings.

LABEL

The government labels this 24th Road area as "low intensity" at 3 to 18 units per acre. This proposal packs this 15 acre parcel of land with the maximum number of units possible - 260. You cannot squeeze another unit in the parcel.

In reality this proposal with three and four story buildings, 500 people and 390 vehicles is <u>not</u> "low intensity" - it is URBAN SPRAWL.

This 260 unit proposal would be a perfectly lovely addition to downtown Ocala. As you know, the downtown has four story apartment buildings, walkability, employment opportunities, restaurants, entertainment and public transportation - none of which exist in this location. This proposal DOES NOT CONFORM to the surroundings.

Thank you for your consideration,

Sue Markferding
2010 S.E. 33rd Street
Ocala Fl 34471

Sept. 11, 2023

From: Samantha Pintos
To: Endira Madraveren
Subject: FW: Hearing PD23-49058
Date: Monday, September 11, 2023 11:47:38 AM
Attachments: image001.png

Thank you,

Samantha Pintos

Associate Planner
City of Ocala – Growth Management
201 SE 3rd Street (2nd Floor)
Ocala, Florida 34471
(352)629-8487

From: Ms. Marino <aamberr@msn.com>
Sent: Monday, September 11, 2023 11:35 AM
To: Samantha Pintos <spintos@ocalafl.gov>
Subject: Hearing PD23-49058

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

I respectfully oppose to the proposed Development request, as we already have unsafe traffic issues at the intersection of SE 31st and SE 24th Rd.,and there is a blind curve that also affects driving.

I don't believe that SE 24th Rd can accommodate a large development fronting on it. I feel that the additional traffic generated would be unsafe and would impose a hardship on the residents, the Elementary School and the Senior living facilities, along with all the emergency vehicles continually responding to this location.

Thank you,
Ms. Marino
1701 SE 24th Rd, 1902
Get Outlook for iOS

Get Outlook for iOS

Gabriela M. Solano

From: gmd
Sent: Monday, September 11, 2023 10:16 AM
To: Gabriela M. Solano; Zoning
Subject: FW: SE Ocala -- 260-unit apt complex proposal

From: LuAnne Warren <luannewarren@gmail.com>
Sent: Monday, September 11, 2023 10:02 AM
To: gmd <gmd@ocalafl.gov>
Subject: SE Ocala -- 260-unit apt complex proposal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To whom it concerns,

I am unable to make the meeting this evening, but did want to write concerning the proposed complex.

We live in Rosewoods and use SE 31st and Lake Weir Avenue almost every day. There are townhomes going in on SE 31st closer to Maricamp Road, currently under construction.

What accommodations are being made for infrastructure? The additional cars on 31st? Schools? What would be most useful would be something other than housing.

A restaurant that folks could walk to. A safe walkable or bike rideable way to get to a grocery store. Walkable communities are healthier communities. Sidewalks, bike trails. We need more of those. I am concerned that we build and build but don't pay attention to the needs of schools, transportation and congestion until after the fact.

Please make sure those bases are covered before approving another large housing project.

Respectfully submitted,

LuAnne Warren
352-361-8876
luannewarren@gmail.com

From: joyce@jjdentistry.com
To: Samantha Pintos
Cc: lauren@jjdentistry.com
Subject: CASE PD23-45098
Date: Monday, August 28, 2023 7:55:31 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing you concerning CASE PD23-45098. My address is 3110 SE 17th Terrace, which is directly across from the proposed development. My wife and I are opposed to the development. The increase in traffic and congestion will lead to traffic safety concerns. It appears that one of the entrances/exits will share or be located directly across from South Point neighborhood. We are concerned for the increase in traffic and hazards that come with that congestion.

Again we would like to record our opposition to the rezoning and proposed development.

Respectfully,

Joseph C Joyce
3110 SE 17th Terrace
Ocala, FL 34471

Divya Govindaraju

From: gmd
Sent: Friday, September 8, 2023 6:48 AM
To: Zoning
Subject: FW: Zoning change at SE 31st st and 24th rd

Categories: Divya

From: Doug Kasmer <dkasmer5@gmail.com>
Sent: Thursday, September 7, 2023 8:10 AM
To: gmd <gmd@ocalafl.org>
Subject: Zoning change at SE 31st st and 24th rd

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This request is from Doug and Diane Kasmer. We live in the Rosewood subdivision just south of the proposed apartment complex. Our vote would be against a community this size. Adding 500+ new cars to an already crowded intersection at SE18th ave and 31st st will be difficult for all that currently drive these roads. We certainly would not mind a home ownership community for all the old Ocala homeowners trying to downsize. Thank you for your consideration, Doug and Diane Kasmer

September 11, 2023

Ocala Planning and Zoning Commission
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

Reference Case PD23-45098.

To whom it may concern:

The impact of a 260 dwelling unit apartment complex will be a concern for the residents at SE 24th Road. The road is a short and narrow two lane with six Assisted Living Facilities and Elementary School which limit the traffic in the mornings and afternoon to one lane due to the school.

My understanding is that the main entrance and exit from the proposed apartment complex will be at SE 31st Street and a second exit at SE 24th road. In my opinion, half of the vehicles or more will be using the SE 24th Road as a short cut to get to downtown or north of Ocala. There will be no traffic lights on SE 31st Street Apartment complex exit, due to be too close to the intersection with SE 19th Avenue.

My concern is how much more traffic are we going to be adding to the existing one.

Sincerely,

Edgardo Lopez
1701 SE 24th Road # 1906
Ocala, FL 34471

From: Samantha Pintos
To: Patricia Hitchcock; Endira Madraveren
Subject: FW: Proposed 31st ST Development
Date: Friday, September 8, 2023 2:11:02 PM
Attachments: image001.png

Thank you,

Samantha Pintos

Associate Planner
City of Ocala – Growth Management
201 SE 3rd Street (2nd Floor)
Ocala, Florida 34471
(352)629-8487

From: Allan <alland489@aol.com>
Sent: Friday, September 8, 2023 2:03 PM
To: Samantha Pintos <Spintos@ocalafl.gov>
Subject: Proposed 31st ST Development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

1813 SE 31st Lane

C. Allan Davison

Ocala, FL 34471

Ms Samantha Pintos

Department of Growth Management

City of Ocala, FL 344471

September 8, 2023

Good Afternoon Ms Pintos,

I am writing in response to your letter of August 24th concerning the proposed SE 31st Street development,(Case PD23-45098). Thank you for the offer to respond. My wife, Marjorie, and I live across the street from the proposed development, on SE 31st Lane, and we have some concerns relevant to the proposed development. I'll list them below:

- What consideration is being given to the foreseeable and dramatic additional traffic counts for SE 31st Street and SE 24th Road? In recent years there have been numerous accidents at the intersection of SE 24th Road and SE 31st Street. The foreseeable increase in traffic will only exacerbate that problem as well as amplify the current problem associated with the wait times on the traffic lights for the SE 31st Street and SE 18th Avenue intersection.

- In the drawing the proposed curb cut for traffic entry onto SE 31st Street is opposite the Southpoint Subdivision entrance at SE 17th Court. That is an intersection that already has a moderate traffic count and a new traffic flow there would be even more problematic.

- The developer's drawing indicates a plan to clear the existing trees from the property and replace the mature trees with new plantings. This is not consistent with keeping our city green and beautiful.

- What is the foreseeable impact on area schools with the additional number of residents in this development? Will new school bus routes and stops be added?

- A significant concern pertains to the two proposed drainage retention areas. The development's retention area overflow provisions may not be sufficient. As an example, in heavy rainfall periods the Southpoint's retention area overflow exceeds the SE 31st Street storm water drainage capacity. This is evinced by the Southpoint's retention area not draining at a rate that precludes its runoff onto the surrounding Rosewoods Subdivision properties and its concomitant sinkhole occurrences in heavy rainfall periods.

- Will there be a sidewalk installed on the SE 24th Road side of the property? At present that street frontage has no curb and relies on a "ditch" for street runoff and coincidently that is poorly maintained.

I will attend the September 11th meeting and look forward to seeing you there. If desired, I may be contacted at 352-840-0367 or email to ALLAND489@aol.com.

Sincerely,

//s//

C. A. Davison

Gabriela M. Solano

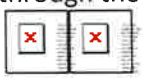
From: gmd
Sent: Monday, September 11, 2023 2:54 PM
To: Gabriela M. Solano
Subject: FW: Rezoning request for 31st and 24th RD.

From: Heather Amir <heatheramir@gmail.com>
Sent: Monday, September 11, 2023 2:47 PM
To: gmd <gmd@ocalafl.gov>
Subject: Rezoning request for 31st and 24th RD.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I am writing to you all to request that a rezone not be allowed at that intersection. We live in Rosewood subdivision, and have lived here for 11 years. We have seen the amount of traffic at this intersection grow and grow. We have seen the proposed apartment complex and cannot even begin to imagine what kind of traffic that will bring. Our children attend Cornerstone, and we see first hand every morning, how crazy it is already. There are numerous traffic accidents at the light, traffic is held up, and South Ocala Elementary has traffic all over the place on SE 24th. When I go to and from cornerstone on Southeast 24th, there are multiple cars pulling into the grass by south Ocala, cutting across traffic, even people trying to run across the road to get the kids there. if you were to add more traffic on that road, someone is definitely going to get hurt because I already feel like they will with the current amount of traffic that there is. If you continue down on 24th to Lake Weir, people trying to turn left on lake weir is absolutely impossible. our current roads In this area cannot handle the amount of traffic we are seeing, let alone adding 300+ to that, would be insanity.
My advice to each and everyone of of you, is to sit at the light at SE 19th and SE 31st one morning from 7 to 9 am, and see for yourself how our area cannot handle anymore cars.
This morning, we had another bad accident that completely blocked the west bound lanes, causing so many to cut through the assisted living. This happens often, this is not a one off.



Thank you for taking time to read this email as I cannot be at the meeting tonight,
Heather Amir
352-215-4359
Sent from my iPhone

Gabriela M. Solano

From: Lauren <Lauren@jjdentistry.com>
Sent: Monday, September 11, 2023 4:42 PM
To: Gabriela M. Solano
Subject: Fwd: 31st development

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Begin forwarded message:

>
>
> Good afternoon
>
> I live in South Point directly across from where this development is planned. The congestion that is already on 31st as it is an alternate route for 17th from Maricamp to SR 200 is incredible. There should be research on how many accidents have been reported at SE 31st and SE 18th Ave. I have lived here since 2011 and living on 31st has been a challenge as drivers consistent speed well over 15 mph over the speed limit. This creates for difficulty entering and exiting our community! Here are some photos and ironically one of these accidents happened today at 7:30 this morning. An apartment complex with over 200 homes would potentially add over 400 or more cars coming and going off of 31st directly across the street from our community that was developed here for over 20 years ago.
>



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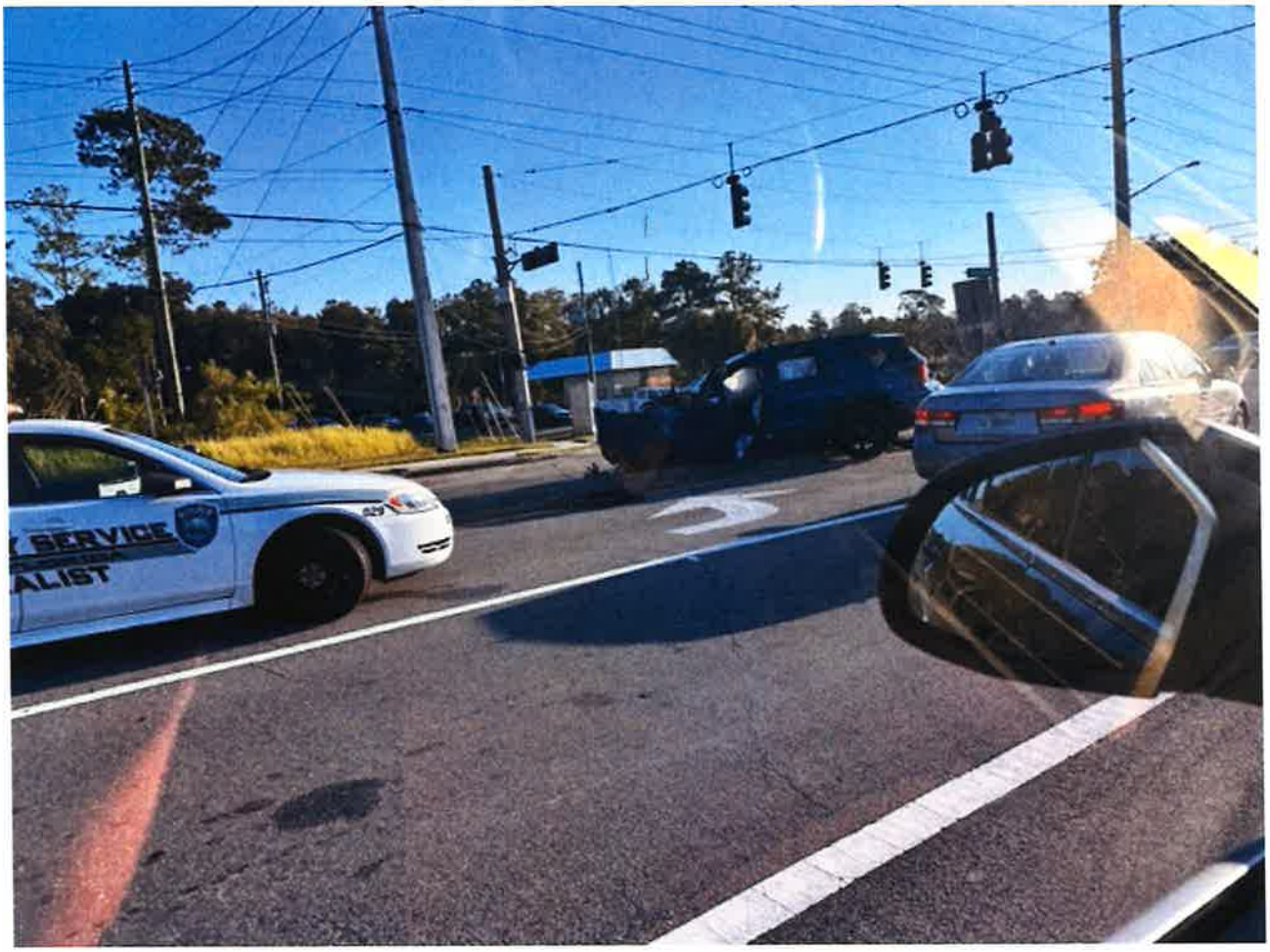


>
> Sincerely,
> Lauren Joyce
>

To the City Council of Ocala Florida

James Hilty Sr., Barry Mansfield, Ire Bethea, Sr. Kristen Dreyer, Jay Musleh

We, the below listed and signed residents, as nearby neighbors to the proposed multi family development on SE 31rd St and SE 24th Rd, hereby petition the Ocala City Council to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted by increased traffic, overcrowding schools, and challenges with entering and exiting our long-standing and existing residences and neighborhoods. Please deny this incompatible project.

Name	Address	Signature
Carli Tedeschi	2000 SE 33rd St	Carli Tedeschi
Kelsey Jackson	2020 SE 33rd street	
Jonathan Jackson	2020 SE 33rd street	
Brandon Tedeschi	2000 SE 33rd Street	
TOM MARKFERDING	2010 SE 33RD ST	
SUE MARKFERDING	2010 SE 33RD ST	Sue Markferding
Jennifer Jones	2010 SE 32nd St	
Jessica Murphy	3225 SE 21st Ave	
Bassem Alamedalin	3225 SE 21st Ave	
DEBORAH SHEA	2085 SE 32nd lane	
Michael C. Kellogg		
Sachiko Horikawa	3265 SE 21st Ave.	
Michael Haworth	2170 SE 32 LN	
Angelique Haworth	2170 SE 32lane	
Logan Oliver	2170 SE 32 Lane	
Olivia Haworth	2170 SE 32nd Ln	

To the City Council of Ocala Florida

James Hilty Sr., Barry Mansfield, Ire Bethea, Sr. Kristen Dreyer, Jay Musleh

We, the below listed and signed residents, as nearby neighbors to the proposed multi family development on SE 31rd St and SE 24th Rd, hereby petition the Ocala City Council to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted by increased traffic, overcrowding schools, and challenges with entering and exiting our long-standing and existing residences and neighborhoods. Please deny this incompatible project.

Name	Address	Signature
Ruthy Young	1834 SE 36th Pl	Ruthy Young
Darceen Neal	6471 SE 36th Ave #18	Darceen Neal
Lori Bright	1877 NE 40th Cir	Lori Bright
Carolynn Padgett	3940 NE 20th St	Carolyn Padgett
Ellen Amatea	2323 SE 15th St	Ellen S Amatea
Barbara Reese	1020 SE 5th St	B Reese
Patti Gilman	1310 SE 3rd St	Patricia S. Gilman
Jane Kemel	3946 SE 17th St	[illegible]
NANCY Rolfes	5037 NW 33rd Lane	Nancy Rolfes
Corinne Zivojovich	2335 SW 66 st	Corinne Zivojovich
Phyllis Cohen	2423 SE 19 Circle	
Joan [illegible]	5010 SW 99th place	Joan Morrison
Shannon Lamarche	622 SE 3rd Ave	[illegible]
Patti McGill	3436 SE 5th Pl Ocala 3447	Patti McGill
[illegible]	3948 N.E. 7th St Ocala Fl 34470	[illegible]
[illegible]	1834 SE 36th Pl Ocala 34471	Tim Johnson
Patricia DeBaulte	~~[illegible]~~ 2015 SE 34th St. Ocala FL 34471	P. DeBaulte

To the City Council of Ocala Florida

James Hilty Sr., Barry Mansfield, Ire Bethea, Sr. Kristen Dreyer, Jay Musleh

We, the below listed and signed residents, as nearby neighbors to the proposed multi-family development on SE 31rd St and SE 24th Rd, hereby petition the Ocala City Council to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted by increased traffic, overcrowding schools, and challenges with entering and exiting our long-standing and existing residences and neighborhoods. Please deny this incompatible project.

Name	Address	Signature
Elbert James Sr	3265 SE 21st Ave	Elbert James Jr.
Nadene Howard	2085 SE 32nd St.	Nadene Howard
Derek Fisher	1853 SE 14th Ave	
Michael Garlisi	2085 SE 33rd Street	Michael Garlisi
Barbara Garlis.	2085 SE 33rd St	
Tiffany Sullivan	3305 SE 21st Ave	
Colton Sullivan	3305 SE 21st Ave	
Paul Lopez	2065 SE 33rd St.	
Amanda Boyles	2100 SE 33rd St	
Jeff Boyles	2100 SE 33rd St	
Sandi M. Kellogg	3260 SE 21st Ave	Sandi M. Kellogg

Endira Madraveren

From: Aubrey Hale
Sent: Friday, October 6, 2023 8:13 AM
To: Endira Madraveren
Cc: Jeff Shrum
Subject: FW: Opposition to the Addition of Apartment Buildings on SE 31st St. and SE 24th Rd.

Please attach to the CC items. Not sure if this is a duplicate or not.

Aubrey Hale
Director, Economic Development
City of Ocala
201 SE 3rd Street
Phone # (352) 629-8550
Cell # (352) 812-6038
Fax # (352) 629-8242

From: Robin Andrews <robin.andrews10@gmail.com>
Sent: Friday, October 6, 2023 7:51 AM
To: Aubrey Hale <ahale@ocalafl.gov>
Cc: Jay Musleh <jmusleh@ocalafl.org>; Kristen M. Dreyer <kdreyer@ocalafl.org>; Ire Bethea Sr. <ibethea@ocalafl.org>; Barry Mansfield <bmansfield@ocalafl.org>; James Hilty Sr. <jhilty@ocalafl.org>
Subject: Opposition to the Addition of Apartment Buildings on SE 31st St. and SE 24th Rd.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hale,

I am writing to express my strong opposition to the proposed addition of apartment buildings on the corner of SE 31st St. and SE 24th Rd. in our community. I believe that this development would have a detrimental impact on our neighborhood and should not be approved for the following reasons:

1. Increased Traffic Congestion: The addition of apartment buildings will undoubtedly lead to a significant increase in traffic in the area. SE 31st St. and SE 24th Rd. are already heavily congested during peak hours, and adding more residents to the vicinity would exacerbate the problem, potentially leading to safety concerns and reduced quality of life for current residents.

2. Strain on Local Infrastructure: Our community's infrastructure, including schools, parks, and utilities, may not be adequately prepared to accommodate the influx of new residents. This could result in overcrowded schools, overburdened parks, and strained public services, ultimately diminishing the quality of life for all residents.

3. Impact on Property Values: The construction of apartment buildings could potentially lower property values in the surrounding area. Homeowners have invested in our community with the expectation of maintaining or increasing property values over time. This development could undermine that investment.

4. Preservation of Green Space: The proposed development would likely require the removal of green spaces and trees in the area. It is essential to protect and preserve these natural elements, as they contribute to the aesthetic appeal and environmental health of our neighborhood.

5. Community Voice: I urge you to consider the concerns and objections of the residents who call this neighborhood home. Our voices should be heard and taken into account when making decisions that impact our community.

I respectfully request that you deny the proposal for apartment buildings on the corner of SE 31st St. and SE 24th Rd. and instead explore alternatives that align with the character and needs of our neighborhood. I have attached the signatures of some of my neighbors who also request you deny this proposal.

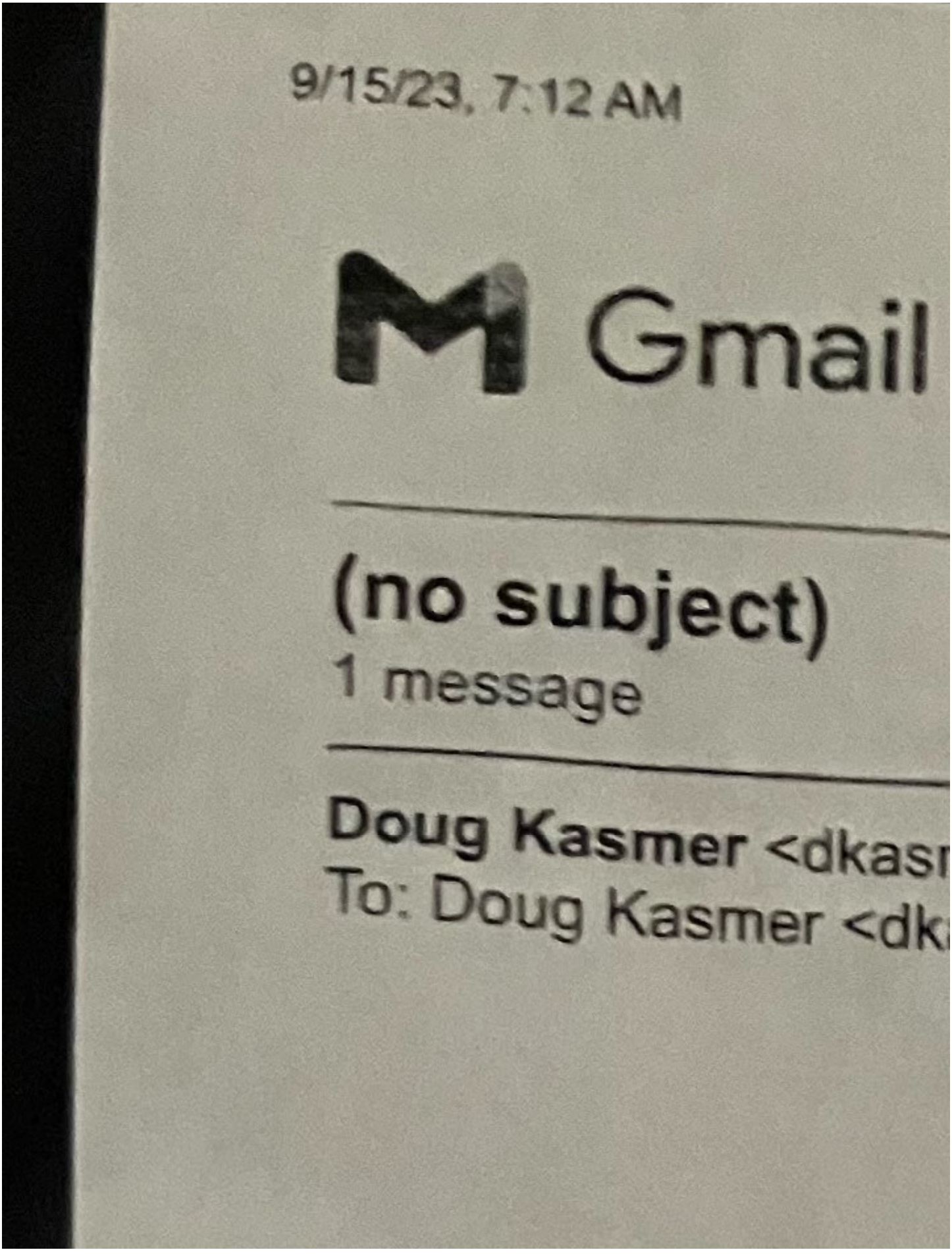
Thank you for your attention to this matter, and I trust that you will make the decision that is in the best interest of our community.

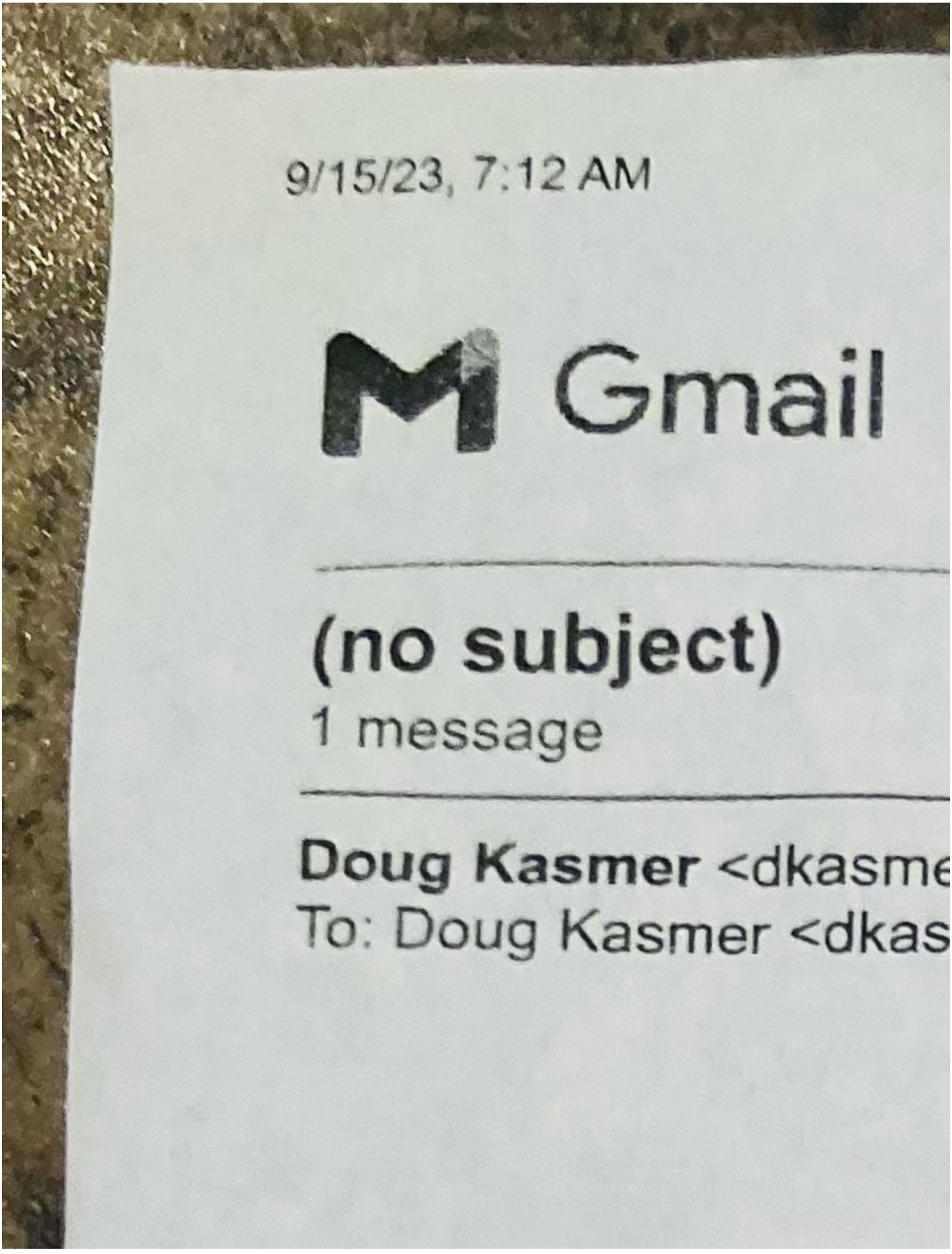
Sincerely,

Robin Andrews

2304 SE 33rd PL

Ocala, FL 34471


9/15/23, 7:12 AM
Gmail
(no subject)
1 message
Doug Kasmer <dkasr
To: Doug Kasmer <dk


9/15/23, 7:12 AM

Gmail

(no subject)

1 message

Doug Kasmer <dkasme

To: Doug Kasmer <dkas

Endira Madraveren

From: Aubrey Hale
Sent: Friday, October 6, 2023 10:59 AM
To: Endira Madraveren; Jeff Shrum
Subject: FW: Proposed multifamily apartment complex

Fyi, another opposition email for Impact, please include in the agenda items.

Aubrey Hale
Director, Economic Development
City of Ocala
201 SE 3rd Street
Phone # (352) 629-8550
Cell # (352) 812-6038
Fax # (352) 629-8242

From: Burke Brooks <burke.brooks@gmail.com>
Sent: Friday, October 6, 2023 10:56 AM
To: Aubrey Hale <ahale@ocalafl.gov>
Subject: Fwd: Proposed multifamily apartment complex

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Hale,

Good morning, I sent this email to the city council members a few short moments ago. I'd also like to send to you for inclusion into their next meeting regarding the proposed multi-family apartment complex on SE 31st St.

Thank you for your time,
Burke Brooks

Get Outlook for iOS

From: Burke Brooks <burke.brooks@gmail.com>
Sent: Friday, October 6, 2023 10:52 AM
To: kguinn@ocalafl.org <kguinn@ocalafl.org>; jmuslsh@ocalafl.org <jmuslsh@ocalafl.org>; kdreyer@ocalafl.org <kdreyer@ocalafl.org>; ibethea@ocalafl.org <ibethea@ocalafl.org>; jhilty@ocalafl.org <jhilty@ocalafl.org>; bmansfield@ocalafl.org <bmansfield@ocalafl.org>
Subject: Proposed multifamily apartment complex

Dear City Council Members,

As nearby residents to the proposed multifamily apartment complex on SE 31st Street and SE 24th Road, we hereby petition the Ocala City Council members to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted in multiple ways. Some of those are included below but not limited to:

- Increased traffic.

- Congestion furthered at the 4 way intersections on SE 31st Street *especially during the work/school hours of the day.

- FURTHER overcrowding of schools.

- Challenges entering and exiting LONG standing residences/neighborhoods.

- Difficult entry & exits for emergency vehicles who have to manipulate the excess traffic in & out of those subdivisions.

- School traffic – both foot & vehicular.

We are asking that you please deny this incompatible project.
Regards,
The Brooks family

PROPOSED apartment complex at SE 31 st Street and SE 24 th Road
260 units on 14.67 acres *density 17.72

CARRINGTON LANE apartments
214 units on 15.6 acres *density 14.11

DEERWOOD VILLAGE apartments
328 units on 35.42 acres *density 9.26

OAK HAMMOCK PRESERVE (currently under construction at the east end of SE 31 st Street)
168 units on 20 acres *density 8.4

Already zone approved apartment complex at 2700 SE 17 th Street
310 units on 37.24 acres *density 8.3

*All 5 of the above complexes are within a 3.1 mile radius
Information obtained from MCPA

Get Outlook for iOS

Endira Madraveren

From: Aubrey Hale
Sent: Friday, October 6, 2023 11:40 AM
To: Jeff Shrum; Endira Madraveren
Subject: FW: Proposed Multi-Family Apartment Complex

Another one

Aubrey Hale
Director, Economic Development
City of Ocala
201 SE 3rd Street
Phone # (352) 629-8550
Cell # (352) 812-6038
Fax # (352) 629-8242

From: Karen's Mail <kbrooks1299@gmail.com>
Sent: Friday, October 6, 2023 11:38 AM
To: Kent Guinn <kguinn@ocalafl.org>; Kristen M. Dreyer <kdreyer@ocalafl.org>; Ire Bethea Sr. <ibethea@ocalafl.org>; James Hilty Sr. <jhilty@ocalafl.org>; Barry Mansfield <bmansfield@ocalafl.org>; jmuelsh@ocalafl.org
Cc: Aubrey Hale <ahale@ocalafl.gov>
Subject: Proposed Multi-Family Apartment Complex

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City of Ocala Council Members,

As nearby residents to the proposed multifamily apartment complex on SE 31st Street and SE 24th Road, we hereby petition the Ocala City Council members to deny the plan to construct 260 units on the 14 acre parcel. We would be negatively impacted in multiple ways. Some of those are included below but not limited to:

- Increased traffic.

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- FURTHER overcrowding of schools.

- Challenges entering and exiting LONG standing

residences/neighborhoods.

• Difficult entry & exits for emergency vehicles who have to manipulate the excess traffic in & out of those subdivisions.

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310 units on 37.24 acres *density 8.3

*All 5 of the above complexes are within a 3.1 mile radius
Information obtained from MCPA

Get Outlook for iOS

Sent from my iPhone

File #: 2024-0120 Agenda Item #: 8a.

Submitted By: Matthew Grow

Presentation By: Matthew Grow

Department: Aviation

STAFF RECOMMENDATION (Motion Ready):
Approve Task Work Order No. 7 with Infrastructure Consulting & Engineering, PLLC to perform Environmental Assessment of Taxiway-C and westside improvements in the amount of $405,023

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala International Airport (OCF) recently executed a lease with Burrell, a development company willing to invest millions of dollars to construct a multi-use aviation facility on the west side of the main runway at OCF. The proposed multi-use development will serve several aviation-related uses. Cargo, equine transport, aircraft maintenance, and large aircraft storage are possible components of the Burrell development. Separate from and adjacent to the potential Burrell development, it is necessary to begin plans for a transient ramp area to alleviate congestion created by large aircraft operations within the east transient ramp area.

These proposed developments are supported by several external factors including the rapid population influx in the north-central part of the state, the recent expansion of the World Equestrian Center (WEC), and the increase of based aircraft and operational activity which continues to surpass the FAA's Terminal Area Forecast (TAF). OCF experienced monthly operational records in both fuel sales and activity in January and again in August. The airport-based aircraft and activity levels are anticipated to continue rising, which mandates the need for future capacity improvements.

For these reasons, additional airside infrastructure, including a parallel, westside taxiway (Taxiway 'C'), will be required to facilitate aircraft movements to and from the proposed westside development to Runway 18-36.

Infrastructure Consulting and Engineering has been tasked to perform the FAA-mandated Environmental Assessment.

FINDINGS AND CONCLUSIONS:

- The project is consistent with the OCF Master Plan.
- The Airport Advisory Board supports the construction of Taxiway 'C' and ancillary development.
- The Environmental Assessment (EA) is the first step in the planning, design, and construction process, and could take a full year to complete.
- The EA will be conducted in accordance with Federal Aviation Administration Order 1050.1 (Environmental Impacts) and 5050.4 NEPA.

On September 6, 2022, City Council approved the award of a three-year contract to Infrastructure Consulting and Engineering, PLLC for continuing professional airport engineering services (Contract No.: AIR/220118). Pursuant to the terms of that agreement, all services performed thereunder shall be approved through the use of Task Work Orders with negotiated scopes of work and approved proposals and all Task Work Orders valued at greater than $50,000 shall be calendared on a City Council agenda for final approval.

FISCAL IMPACT:

Funding for this project is available in:

FDOT	341-050-746-542-54-31010	$324,017
City Share	451-027-746-542-54-31010	$81,006

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CITY OF OCALA
CONTINUING PROFESSIONAL SERVICES
CONTRACT WORK ORDER

WORK ORDER NUMBER # 23-007

EFFECTIVE DATE: 11/8/2023

Contract Manager
Approval / Initials

Project Title:	**TAXIWAY AND AIRFIELD DEVELOPMENT ENVIRONMENTAL ASSESSMENT**

To: *Infrastructure Consulting and Engineering, PLLC*
5550 W. Idlewild Avenue
Suite 115
Tampa, Florida 33634

Attn:

FUNDING SOURCE: 341-334-000-000-09-33412

EXPENDITURE ACCOUNT NUMBER:	
341-050-746-542-54-31010	**$324,017**
451-027-746-542-54-31010	**$81,005**

In accordance with the executed City Council Agreement # AIR/220118, you are hereby authorized to commence the work outlined in the attached Scope of Services labeled Exhibit "A", the Fee Proposal labeled Exhibit "B." The approved work order amount shall be a Lump Sum amount of **$405,022.32**. Completion time for the work shall be as stipulated by the airport director. An expiration of the Master Agreement, through no fault of either party, shall not relieve the Consultant of their obligation for completing the tasks identified herein to the satisfaction of the City.

Requested By: _____ **Date:** 10-13-23
Originating Department Director

Approved By: _____ **Date:** _____
Deputy or Assistant City Manager

Exhibit 'A'

OCALA INTERNATIONAL AIRPORT

Taxiway 'C' and Westside Airfield Development

NEPA DOCUMENTATION
ENVIRONMENTAL ASSESSMENT

Infrastructure Consulting & Engineering, PLLC
5550 W. IDLEWILD AVENUE SUITE 102 | TAMPA, FLORIDA 33634
ICE-ENG.COM | 813-330-2701

Taxiway 'C' and Westside Airfield Development

EXHIBIT "A" SCOPE OF SERVICES

PROJECT DESCRIPTION

The City of Ocala and the Ocala International Airport (OCF, Owner) have recently executed a lease with a developer that is willing to invest millions of dollars to construct a multi-use aviation facility located on the west side of the property at the Ocala International Airport. The proposed multi-use development will serve a number of aviation-related uses including cargo, equine transport, aircraft maintenance, and large aircraft storage. It will also include a transient ramp area which will serve to alleviate congestion that is being created by large aircraft operations within the east transient ramp area. The proposed development is supported by a number of external factors including the rapid population influx in the north central part of the state, the recent expansion of the World Equestrian Center (WEC) which is located across the street from the airport and includes 3,000 acres of property, 1500 stalls, 17 arenas, and a stadium, and the continued increase of based aircraft and operational activity which continues to surpass the FAA's Terminal Area Forecast (TAF). As witnessed in both fuel sales and activity, the airport set two monthly operational records in 2023 – in January and more recently in August. The airport's based aircraft and activity levels are anticipated to continue rising, which will mandate the need for future capacity improvements. For all of these reasons, additional airside infrastructure including a parallel taxiway (Taxiway 'C') will be required to facilitate aircraft movements to and from the proposed west side development to Runway 18-36. (Figure 1).

The scope of Infrastructure Consulting & Engineering, PLLC (ICE) shall be to manage and develop the appropriate level of NEPA environmental documentation for the proposed improvements to ensure compliance with FAA's 5050.4B - *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.* Specifically, it is assumed that the proposed improvements will require the development of an environmental assessment (EA) and supporting studies, which will be prepared according to Council of Environmental Quality (CEQ) NEPA regulations (40 CFR Parts 1500-1508) and guidance, FAA 5050.4B, and FAA 1050.1F Desk Reference (v3), June 2023 (Desk Reference). A schedule is included at the end of this Exhibit.

TASK 1 – EA PREPARATION COORDINATION AND SCOPING

ICE's environmental team will conduct and participate in various Owner, agency, and stakeholder coordination efforts to initiate the preparation of the EA. This includes initial data collection efforts consisting of existing plans, desktop GIS mapping resources, regulatory/resource agency programs, and initial site visits. Initial efforts will confirm the level of NEPA documentation and potential project constraints.

TASK 2 – ENVIRONMENTAL ASSESSMENT PREPARATION

ICE will initiate preparation of the EA upon completion of Task 1 and development of project design (conducted under separate agreement). The EA will be prepared according to applicable FAA regulations and guidelines at the time of contract execution. Specifically, it is assumed that the EA will be prepared per Order 5050.4B and Desk Reference. The EA will include the following:

- Forecast –the forecast for this environmental assessment will be prepared and provided by others as a part of a master plan project that will occur concurrently with the EA. This forecast will demonstrate demand needed to justify this EA as well as the future development within the master plan. This forecast will be submitted by others and will be reviewed and approved by FAA prior to performing the noise analysis within this study.
- Purpose and Need – a project purpose statement will be developed along with documentation supporting the project need. Specifically, the purpose and need will present the deficiencies and need to be addressed and the benefits of the proposed action. It is assumed that the basic project purpose is to expand existing facilities, including an additional taxiway, to support existing and projected demands. The need will be demonstrated based on available documents, plans, and data collection efforts provided by the Owner along with the forecast and coordination and general data collection associated with the project. Any Letters of Intent (LOI) or other documentation needed to justify the project will be provided by the City of Ocala or by others.
- Proposed Action – the Owner's proposed actions to satisfy the project needs will be identified and documented.
- Alternatives – based on the project purpose and need, the no-build along with a range of reasonable alternatives will be identified and analyzed. It is assumed that no more than three (3) potential build alternatives will be evaluated. The alternative analysis will evaluate each alternative based on the ability to satisfy the purpose and need, feasibility, and potential environmental impacts. An impact matrix will be developed and maintained for documentation and to support the selection of the Recommended Preferred Alternative (RPA). The RPA will be further refined and evaluated to determine the environmental consequences.
- Affected Environment (existing conditions) and Land Use – will include documentation of project setting, existing conditions, and land use. This will be documented based on data collection and field confirmation.
- Environmental Impact Analysis – consideration for the direct effects, indirect effects and cumulative effects regarding the various impact categories will be conducted and documented. Based on project scope and context, there may be unaffected resources, which will be appropriately documented. Potentially affected resources will be further evaluated in regard to FAA threshold requirements (*Desk Reference*) and may require

detailed environmental investigations. The following impact categories will be considered:

- Air Quality – According to NEPAAssist, OCF is not located in a nonattainment or maintenance area and the airport and is not expected to conduct more than 180,000 operations annually. Thus, the AEDT program will be utilized to determine the differences in National Ambient Air Quality Standards (NAAQS) for existing conditions as well as for the proposed action. The results of which will be utilized to identify and document any NAAQS threshold issues that may be associated with the proposed action.
- Climate - The project study area will be evaluated to identify and document potential effects of a proposed action on climate change as indicated by its GHG emissions, and the implications of climate change for the environmental effects of the proposed development.
- Biological Resources (including fish, wildlife, and plants) - the project study area will be evaluated for potential impacts to federally protected species pursuant to Section 7 of the Endangered Species Act. Specifically, a list of federally protected species will be obtained from the U.S. Fish and Wildlife Service (USFWS) along with a USFWS Information for Planning and Consultation (IPaC) report. Due to the listing of the eastern indigo snake (*Drymarchon couperi*), it is assumed that a gopher tortoise (*Gopherus polyphemus*) survey will be conducted per USFWS and Florida Fish and Wildlife Conservation Commission (FWC) guidelines. A Biological Assessment will be prepared to document the findings and potential impacts to any federally protected species. This report will be coordinated with FAA and support subsequent Section 7 consultation requirements between FAA and USFWS.
- Coastal Resources – Unaffected category.
- Department of Transportation Act (Section 4f) – potential Section 4(f) properties, including any public parks, recreation areas, wildlife/waterfowl refuges of national, state, or local significance will be identified and evaluated for potential affect. It is assumed these properties will be avoided and additional Section 4(f) documentation would not be required.
- Farmlands – the project study area will be evaluated for the presence of prime farmlands in accordance with the Farmland Protection Policy Act (FPPA). If applicable, a farmland conversion rating form (AD-1006 form) will be completed and coordinated with the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) and incorporated into the EA.
- Hazardous Materials, Solid Waste and Pollution Prevention – an environmental database search and coordination with FDEP will be conducted to identify potential documented sites of concern within the vicinity of the project study area. A site review will be conducted to confirm these findings and will be appropriately documented in the EA. Known and proposed operational uses will be evaluated for potential hazardous materials, solid waste, and pollution

prevention impacts.

- Historical, Architectural, Archeological, and Cultural Resources - the project study area will be evaluated for known archaeological and other cultural resources in the vicinity and will be identified through review of available databases and sources. A Phase 1 Cultural Resource Assessment will be conducted to identify potential archaeological, historic, and other cultural resources. A report of the findings will be prepared to support subsequent Section 106 consultation requirements between FAA and the State Historic Preservation Office (SHPO).
- Land Use – existing and project land use within vicinity of the project study area will be identified, evaluated, and documented in the EA.
- Natural Resources and Energy Supply – the proposed project will be evaluated in regard to the impact and demand and consumption of various natural resources and the use of energy.
- Noise and Compatible Land Use – a noise analysis will be performed utilizing the forecast provided by others and as approved by the FAA. The FAA's AEDT software will be utilized to determine potential noise impacts associated with proposed action.
- Socioeconomics – the proposed activity will be evaluated to determine potential impacts and the potential for the proposed project to cause, direct, induced, or secondary socioeconomic impacts on surrounding communities. This includes identification of communities and other sensitive resources in vicinity of the project study area and analysis of the proposed activity's potential to impact changes in traffic patterns, public service demands, economic activities, and other vital factors identified in the public outreach efforts.
- Environmental Justice (EJ), and Children's Environmental Health and Safety Risks – the project study area and surrounding area will be evaluated to identify the presence of potential EJ populations. The proposed activity will be evaluated to determine if the action will cause a disproportionate and adverse effect to any low-income or minority (EJ) populations. It is assumed that the proposed project will not result in EJ impacts, and therefore no detailed analysis or targeted outreach will be required.
- Visual Effects (including light emissions) – the proposed improvements, including lighting, will be evaluated to determine potential impacts to the surrounding area.
- Water Resources (wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers) – the proposed project study area is not anticipated to include any wetlands or other waters of the U.S. (WOTUS) and/or State. However, field investigations will be performed to document available habits and any potential WOTUS will be delineated, surveyed, mapped and appropriately coordinated with the FDEP and US Army Corps of Engineers (USACE). Any WOTUS will be surveyed utilizing sub-meter GPS, digitized and incorporated into the project

design files for consideration throughout design development.

A draft EA will be prepared and submitted for review by Owner, FAA, and other required stakeholders. The draft EA will be prepared in accordance with CEQ and FAA regulations, including Desk Reference and Order 5050.4B. The following is a summary of the anticipated deliverables in support of the EA:

- Forecast - review & approved by FAA; prepared by others
- P&N and Alternatives Chapters - review & approved by FAA
- Special Studies – AEDT analysis regarding noise and air, biological assessment, and cultural resource assessment survey.
- Preliminary Draft EA - review and approved by FAA
- Draft EA to go out for public comment
- Preliminary Final EA - review & approved by FAA
- Final EA

Digital draft copies will be submitted for review. Final EA will be prepared and submitted for final approval. It is assumed that up to five (5) final hardcopies and a digital copy will be submitted.

TASK 3 – PUBLIC OUTEACH AND AGENCY COORDINATION

ICE will coordinate with various stakeholders and agencies throughout the project, including OCF, FAA, FDEP, USACE, SHPO, FWC and USFWS. This effort will include scoping coordination, comment responses, and circulation of the various deliverables and final documents. In addition, ICE will participate in various meetings with OCF throughout project development to ensure accurate and efficient decision making.

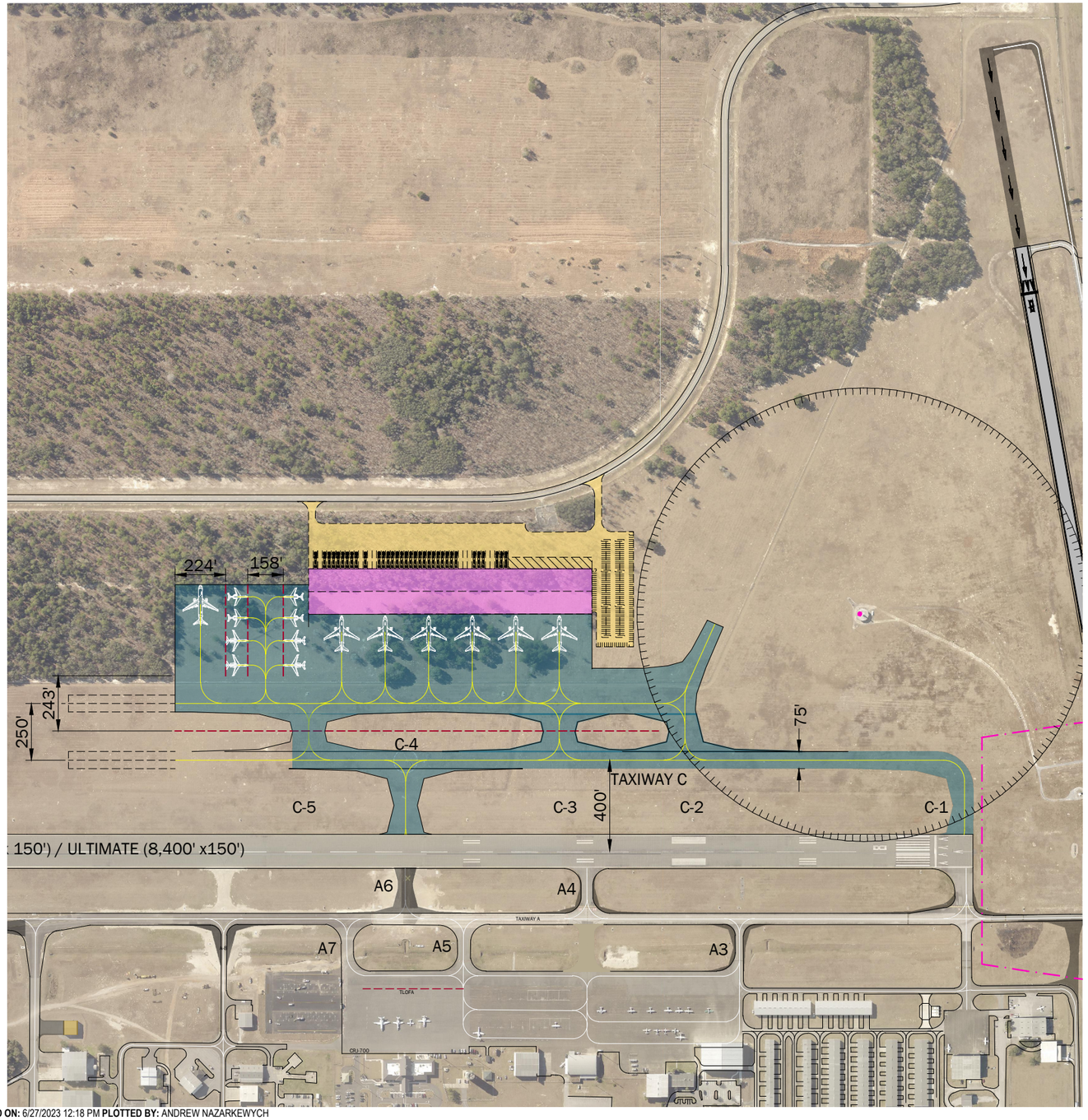
- Public Outreach – a public outreach plan will be prepared and implemented in compliance with FAA 5050.4B, Chapter 4. It is anticipated that various outreach efforts, including project newsletters, social media blasts, website updates, and/or a public meeting would be utilized. ICE, in conjunction with OCF and FAA, will prepare and conduct the required outreach efforts.
- Public Hearing – following approval of the EA, the Owner will coordinate and publish an opportunity for a public hearing along with a minimum 30-day public comment period. If a public hearing is required, ICE will support the Owner with the production of advertisements, meeting material, staffing, meeting summary, and response comments.

SCHEDULE

The Consultant proposes the following schedule:

Task 1 – 8 weeks from NTP
Task 2 Forecast
Task 2 P&N and Alternative Chapters – review and approved by FAA – 12 weeks from NTP
Task 2 Special Studies – 14 weeks from NTP
Task 3 Public Outreach – 16 weeks from NTP
Task 2 Preliminary Draft EA – review and approved by FAA – 24 weeks from NTP
Task 2 Draft EA for public comment– 30 weeks from NTP
Task 2 Preliminary Final EA – review and approved by FAA – 36 weeks from NTP
Task 2 Final EA - 42 weeks from NTP

END SCOPE OF WORK


N
224'
158'
243'
250'
C-4
TAXIWAY C
75'
C-5
C-3
400'
C-2
C-1
150') / ULTIMATE (8,400' x150')
A6
A4
TAXIWAY A
A7
A5
A3
RLOFA
CRJ-700

SUMMARY

MANHOUR AND FEE ESTIMATE

		TASK 1	TASK 2	TASK 3	TOTAL	
CLASSIFICATION	RATES	HOURS	HOURS	HOURS	**HOURS**	**COSTS**
Senior Project Manager	$317.30	12	80	24	**116**	$36,806.80
Planner A	$234.20	32	224	112	**368**	$86,185.60
Project Manager B	$182.85	0	0	0	**0**	$0.00
Environmental Scientist A	$245.99	48	492	152	**692**	$170,225.08
Environmental Scientist B	$98.37	48	328	64	**440**	$43,282.80
Designer	$135.23	0	60	8	**68**	$9,195.64
Admin	$75.55	0	24	24	**48**	$3,626.40
TOTAL HOURS		140	1208	384	**1732**	1732
TASK COST		$27,831.28	$241,064.24	$80,426.80	**$349,322.32**	$349,322.32

DIRECT EXPENSES	TASK 1	TASK 2	TASK 3	TOTAL
Reproduction	$0.00	$500.00	$200.00	**$700.00**
Cultural	$0.00	$25,000.00	$0.00	**$25,000.00**
Noise	$0.00	$30,000.00	$0.00	**$30,000.00**
TOTAL EXPENSES	$0.00	$55,500.00	$200.00	**$55,700.00**
TOTAL COSTS	**$27,831.28**	**$296,564.24**	**$80,626.80**	**$405,022.32**

EXHIBIT B

OCALA INTERNATIONAL AIRPORT

TAXIWAY 'C' AND WESTSIDE AIRFIELD DEVELOPMENT
ENVIRONMENTAL ASSESSMENT

TASK 1 - EA PREPARATION COORDINATION AND SCOPING

MANHOUR AND FEE ESTIMATE

Item/Task Description	Senior Project Manager	Planner A	Project Manager B	Env Scientist A	Env Scientist B	Designer	Admin	Total Hours
EA Coordination/Scoping	8	16		24	24			72
Preliminary Data Collection	4	16		24	24			68
								0
								0
								0
								0
Total Hours:	12	32		48	48			140
Total Hours:	0	0	0	0	0	0	0	0
TOTAL HOURS	12	32	0	48	48	0	0	140

EXHIBIT B

OCALA INTERNATIONAL AIRPORT

TAXIWAY 'C' AND WESTSIDE AIRFIELD DEVELOPMENT
ENVIRONMENTAL ASSESSMENT

TASK 2 - ENVIRONMENTAL ASSESSMENT PREPARATION

MANHOUR AND FEE ESTIMATE

Item/Task Description	Senior Project Manager	Planner A	Project Manager B	Env Scientist A	Env Scientist B	Designer	Admin	Total Hours
Purpose and Need	12	24		32	24	8		100
Proposed Action	8	16		24	12	8		68
Alternatives	12	24		48	40	16		140
Affectected Environment	4	8		12	8	2		34
Environmental Consequences								
Air Quality	2	4		8	4			18
Climate	2	4		8	4			18
Biological Resources	2	16		64	48	2		132
Section 4(f)	2	4		12	8			26
Farmlands	2	4		12	24			42
HazMat	2	4		16	4			26
Cultural	2	8		8	4			22
Land Use	2	12		12	16			42
Natural Resources/Energy	2	4		8	4			18
Noise	2	8		12	4			26
Socioeconomics	2	8		12	12			34
EJ	2	8		12	8			30
Visual/Lighting	2	4		8	4			18
Water Resources	2	16		64	48			130
Draft EA								
Final EA								
Total Hours:	64	176		372	276	36	0	924
Deliverables								
Draft EA with Appendices	12	40		96	40	16	16	220
Final EA with Appendices	4	8		24	12	8	8	64
Total Hours:	16	48		120	52	24	24	284
TOTAL HOURS	80	224		492	328	60	24	1208

EXHIBIT B

OCALA INTERNATIONAL AIRPORT

TAXIWAY 'C' AND WESTSIDE AIRFIELD DEVELOPMENT
ENVIRONMENTAL ASSESSMENT

TASK 3 - PUBLIC OUTREACH AND AGENCY COORDINATION

MANHOUR AND FEE ESTIMATE

Item/Task Description	Senior Project Manager	Planner A	Project Manager B	Env Scientist A	Env Scientist B	Designer	Admin	Total Hours
OCF Coordination		40		24	8	8	8	88
Agency/Stakeholder Coordination		24		40				64
Public Outreach	12	24		40	16		16	108
Public Hearing	12	24		48	40			
Total Hours:	24	112	0	152	64	8	24	384
Deliverables								
Total Hours:	0	0	0	0	0	0	0	0
TOTAL HOURS	24	112	0	152	64	8	24	384

AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES

THIS AGREEMENT FOR CONTINUING GENERAL AVIATION ENGINEERING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **INFRASTRUCURE CONSULTING & ENGINEERING, PLLC**, a Professional Limited Liability Company duly organized in the state of South Carolina and authorized to do business in the state of Florida (EIN# 45-3175330) ("Infrastructure Consulting") or ("Consultant").

R E C I T A L S :

WHEREAS, on February 17, 2022, City issued a Request for Proposals ("RFP") from qualified engineering firms for the provision of continuing general aviation engineering services, RFP No.: ELE/220118 (the "Solicitation"); and

WHEREAS, eight (8) firms responded to the Solicitation and, after consideration of the evaluation factors set forth in the Solicitation, McFarland Johnson and Infrastructure Consulting & Engineering, PLLC, were found to be the highest ranked proposals and selected as finalists in the solicitation process; and

WHEREAS, Infrastructure Consulting & Engineering, PLLC, was selected as the awardee to provide continuing general aviation engineering services (the "Services"); and

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:

T E R M S O F A G R E E M E N T :

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. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Consultant shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. 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.

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A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-5)

Exhibit B: Submitted Proposal (B-1 through B-107)

Exhibit C: Loaded Hourly Rates (C-1 through C-5)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A; then (2) Exhibit B; then (3) Exhibit C.

3. **SCOPE OF SERVICES/TASKS.** Consultant shall provide full-service aviation planning and design services, construction management services and inspection of airport development projects more specifically described in **Exhibit A – Scope of Work** and the Contract Documents on an as needed basis and shall include, but be not limited to, those services authorized by individual Task Work Orders for individual related projects (the "Projects"). City and Consultant acknowledge that the Scope of Work may not delineate every detail and minor work task required to be performed by Consultant to complete the individual Projects. If during the course of performance of the services included in this Agreement Consultant determines that work should be performed to complete the Project which is in the Consultant's opinion outside of the level of effort originally anticipated, Consultant shall notify the City Project Manager and obtain written approval by the City Project Manager in a timely manner before proceeding with the work. If Consultant proceeds with said work without notifying the City Project Manager and obtaining written approval, said work shall be deemed to have been performed within the original level of effort. Notice to the City Project Manager does not constitute authorization or approval by City to perform the work. Performance of work by Consultant outside of the originally anticipated level of effort without prior written approval of City is done at Consultant's sole risk.

   A. **Task Work Orders.** Task Work Orders shall be jointly prepared by City and Consultant and shall define the detailed scope of services to be provided for the particular Project. Each Task Work Order shall be separately numbered and approved in accordance with this Agreement and the City's Procurement Policy. The Scope of Work and Task Work Orders issued under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Consultant for professional engineering services for amounts approved on negotiated Task Work Orders in accordance with the Fee Schedule set forth in **Exhibit C – Loaded Hourly Rates**. Subcontractor fees will be

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negotiated at the time a Task Work Order is initiated for a project using current published rates. The City reserves the right not to use any subcontractor on a project. Payments will be made based on a percentage of project completion by task. Completed tasks must be approved and agreed upon by the designated City of Ocala Project Manager before payment will be made. The final reports and deliverables must be approved and agreed upon by the designated City of Ocala Project Manager before final payment will be made.

A. **Prompt Payment.** Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the subcontractor has completed its work, not when the overall project is finished. Florida law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within **TWENTY-FIVE (25) DAYS** of receipt. Invoices for consultant contracts are payable per the terms of this Agreement, but shall not exceed federal regulations as set forth in ***49 CFR 26.29*** requiring payment of all subcontractors for satisfactory performance within **THIRTY (30) DAYS** of payment to the Prime.

B. **Invoice Submission**. Consultant shall invoice City for all work completed. Invoices must be reviewed and agreed upon by the City of Ocala Project Manager. Review and approval shall not be unreasonably withheld, conditioned, or delayed. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, date, and an assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **Ocala International Airport**; Attn: **Matt Grow, 1770 SW 60th Avenue, Suite 600, Ocala, Florida 34474**; E-Mail: **mgrow@ocalafl.org.**

5. **TERM.** The term of this Agreement shall commence on **JULY 20, 2022** and shall end on **JULY 19, 2025**. This Agreement may be renewed for no more than three (3), one-year (1-year) renewal terms upon the mutual written consent of both parties, unless terminated by either party pursuant to the terms of this Agreement.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of

the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Consultant performance shall be extended for a number of days equal to the duration of the force majeure. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays

7. **TERMINATION**. This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein. Any such termination shall not affect the rights or obligations accruing to either party under any previously issued and approved Task Work Order.

   A. **City's Remedies Upon Consultant Default**. In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to: (1) terminate this Agreement without further notice; (2) hire another consultant to complete the required work in accordance with the needs of City; (3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and (4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.

8. **STANDARD OF CARE.** Consultant represents and warrants that it has the personnel and experience necessary to perform the Services in a professional and workmanlike manner. Consultant shall render Services consistent with the same degree of care, skill, and diligence exercised by professionals of like experience, knowledge, and resources under similar circumstances at the locale of the Project. Consultant shall re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirements of this Agreement at no additional cost to City. Consultant's standard

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of care shall not be altered by the application, interpretation, or construction of any other provision of the Agreement.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.
10. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
11. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Consultant with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Consultant's commercial automobile liability insurance policy must name, as additional insureds, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers.
12. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial general liability insurance with combined single limits of not less than One Million Dollars ($1,000,000) per occurrence. The only aggregate limit acceptable is "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

    A. If the Commercial General Liability form is used:
        (1) Coverage A- shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
        (2) Coverage B - shall include personal injury.
        (3) Coverage C - medical payments, is not required
    B. If the Comprehensive General Liability form is used, it shall include at least:
        (1) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

13. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance for in amounts required by Florida law and employer's liability insurance with limits of at least $1,000,000 each accident and $1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. City

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need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

14. **PROFESSIONAL LIABILITY INSURANCE/ERRORS AND OMISSIONS COVERAGE.** Consultant shall procure and maintain professional liability insurance with an occurrence limit of not less than $1,000,000, exclusive of defense costs. Consultant shall be required to provide continuing professional liability insurance to cover each project for a period of **FIVE (5) YEARS** after project completion. It is recognized that this type of insurance is only available on a claims-made basis and Additional Insured endorsements are not available.

15. **MISCELLANEOUS INSURANCE PROVISIONS**.

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Consultant. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Consultant's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Consultant. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Consultant is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Consultant shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala, 110 SE Watula Avenue, Ocala, FL 34471" as an additional insured and certificate holder for General Liability and Commercial Automobile Liability insurance. Original and renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail:** **vendors@ocalafl.org** prior to the policy expiration.

D. Failure to Maintain Coverage. In the event Consultant fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and

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effect any insurance coverage required to be obtained by Consultant under this Agreement, Consultant shall be considered to be in default of this Agreement.

E. 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.

16. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC

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RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

16. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. 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.
17. **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.
18. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
19. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of expenditures with certified DBE's as prime firms, or as subcontractors/subconsultants. Race-neutrality means the City hopes the overall goal can be achieved through the normal competitive procurement process without using DBE required goals. FDOT funded projects have an overall DBE goal of 10.65%. For projects specifically for the Ocala International Airport, the DBE goal is 12%. Although not a requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit

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http://www.fdot.gov/equalopportunity/eoc.shtm to register and submit their DBE commitments online.

20. **DRUG FREE WORKPLACE REQUIREMENT.** Consultant submitted a drug free workplace certification with their proposal, and agrees to provide a drug free workplace.

A. The Consultant, if other than an individual, shall-within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Consultant's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

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(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

B. Consultant, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

C. In addition to other remedies available to the Government, the Consultant's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Consultant subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.

21. **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

22. **INDEPENDENT CONTRACTOR STATUS**. City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint

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venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.

23. **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**.**
24. **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.
25. **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.
26. **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.
27. **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:

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If to Consultant:	Infrastructure Consulting & Engineering, PLLC Attn: Doug Hambrecht, Vice President 5550 W Idlewild Ave. Suite 115 Tampa, Florida 33634 Phone: 813-330-2701 Email: doug.hambrecht@ice-eng.com
If to City of Ocala:	Daphne M. Robinson Esq., Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8343 Fax: 352-690-2025 Email: notices@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gooding & Batsel, PLLC 1531 S.E. 36th Ave. Ocala, Florida 34471 Phone: 352-579-6536 Email: rbatsel@lawyersocala.com

28. **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 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 billed by the attorney to the prevailing party.
29. **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

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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.

30. **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.
31. **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.
32. **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.
33. **GOVERNING LAW**. This Agreement is and shall be deemed to be a contract entered into 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.
34. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
35. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on

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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.

36. **AMENDMENT**. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
37. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
38. **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.
39. **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. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
40. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 09 / 09 / 2022.

ATTEST

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC

DOUGLAS HAMBRECHT

Infrastructure Consulting & Engineering, PLLC
(Printed Name)

Vice President
(Title)

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BACKGROUND

The engineering firm will provide continuing professional services for the Ocala International Airport.

It is anticipated that the projects will be funded by Federal grants from the Federal Aviation Administration (FAA) under its Airport Improvement Program, State grants from the Florida Department of Transportation (FDOT) and/or by City (non-grant) funds. This will require the Consultant to provide input and guidance to the Airport about said programs and to ensure the Airport's compliance with all applicable standards, advisory circulars and regulations of the FAA, State of Florida, City of Ocala and Marion County.

All work awarded under this contract will be for projects in which the estimated construction cost of each individual project does not exceed $4 million, and professional services for each individual project does not exceed $500,000 or the maximum sum allowable by law under Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as amended, whichever is greater, and agreed upon by the parties. All work will be performed in accordance with industry standards and comply with applicable laws, and regulations.

City reserves the right to modify this scope during negotiations for budgetary reasons.

Prices shall remain firm for the term of the awarded contract.

Surcharges will not be accepted in conjunction with this award, and such charges should be incorporated into the pricing structure.

DETAILED SCOPE OF WORK

In accordance with FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects, the scope of work for this solicitation is being divided into three categories. The first category involves planning services. The second category involves professional services for the design/bidding of airport development projects and the third category involves professional services for the construction administration/inspection of airport development projects. Work orders will be assigned on an as- needed basis.

Category A – Aviation Planning Services

This category includes studies under the headings of airport system and master planning, airport noise compatibility planning and environmental assessments and related studies. These studies include, but are not limited to, the following activities:

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1. Design study to establish the framework and detailed work program.
2. Airport data collection and facility inventories.
3. Aeronautical activity forecasts and demand/capacity analyses.
4. Facility requirements determination.
5. Airfield modeling for capacity and delay.
6. Airport layout and terminal area plan development.
7. Airport noise studies under 14 CFR Parts 150 and 161.
8. Compatible land-use planning in the vicinity of airports.
9. On-airport site selection studies.
10. Airport project development schedules and cost estimates.
11. Airport financial planning and benefit cost analysis.
12. Participation in public information and community involvement programs and/or public hearings relating to airport development and planning projects.
13. Environmental Assessments (EA), Environmental Impact Statements (EIS), and other studies in accordance with FAA Orders 5050.4 and 1050.1.
14. Preparation of or updating of the airport layout plan.
15. Airspace analysis.
16. GIS data collection, entry, and analysis and other electronic graphical/mapping efforts.
17. Project feasibility studies

Category B – Architectural/Engineering Design Services for Airport Development Projects

This category includes the basic A/E services normally required for airport development projects. It involves services generally of an architectural, civil, geotechnical, structural, mechanical, and electrical engineering nature, which include, but are not limited to:

Preliminary Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Some examples of activities within this phase of a project include, but are not limited to:

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1. Coordinating with the City on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
2. As applicable, coordinating project with local FAA personnel and other interested stakeholders to identify potential impacts to their operations.
3. Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
4. Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.
5. Preparing project design criteria and other bridging documents commonly used for alternative project delivery methods such as design-build contracting.

Design Phase

This phase includes all activities required to undertake and accomplish a full and complete project design. Examples include, but are not limited to, those below:

1. Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
2. Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and performing architectural, engineering, and special environmental studies.
3. Preparing necessary engineering reports and recommendations.
4. Preparing detailed plans, specifications, cost estimates, and design/construction schedules.
5. Preparing Construction Safety and Phasing Plan (CSPP).
6. Printing and providing necessary copies of engineering drawings and contract specifications.

Bidding and Negotiation Phase

The firm shall be required to provide complete services as outlined in the contract or assist the Airport Authority, a t a minimum, with the following tasks.

1. Provide final calculations, construction documents and specifications in consultation with the Owner.

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2. Prepare and file all applications, data, and documents required to obtain approval of all authorities having jurisdiction over the project.
3. Prepare the necessary bidding technical specifications and bid schedule(s).
4. Prepare a written cost estimate, engineering, and functionality recommendations.
5. Additional services as may be necessary and appropriate.

Other Design Services

The development of some projects may involve activities or studies outside the scope of the basic design services routinely performed by the consultant. These special services may vary greatly in scope, complexity, and timing and may involve several different disciplines and fields of expertise. Examples of special services that might be employed for airport projects include, but are not limited to, the following:

1. Soil investigations, including core sampling, laboratory tests, related analyses, and reports.
2. Detailed mill, shop, and/or laboratory inspections of materials and equipment.
3. Land surveys and topographic maps.
4. Field and/or construction surveys.
5. Photogrammetry surveys.
6. Special environmental studies and analyses.
7. Public information and community involvement surveys, studies, and activities.
8. Assisting the City in the preparation of necessary applications for local, State, and Federal grants.
9. Preparation of property maps.
10. Preparation of quality control plan.
11. Other design services as needed.

Category C – Architectural/Engineering Construction Engineering Inspection Services for Airport Development Projects

This category includes the basic construction engineering inspection services normally required for airport development projects. It may include all basic services

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rendered after the award of a construction contract, including, but not limited to, the following activities:

1. Providing consultation and advice to the City during all phases of construction.
2. Representing the City at preconstruction conferences.
3. Inspecting work in progress periodically and providing appropriate reports to the City.
4. Reviewing and approving shop and erection drawings submitted by contractors for compliance with design concept/drawings.
5. Reviewing, analyzing, and accepting laboratory and mill test reports of materials and equipment.
6. Assisting in the negotiation of change orders and supplemental agreements.
7. Observing or reviewing performance tests required by specifications.
8. Determining amounts owed to contractors and assisting City in the preparation of payment requests for amounts reimbursable from grant projects.
9. Making final inspections and submitting punch-lists and a report of the completed project to the City.
10. Reviewing operations and maintenance manuals.
11. Making final inspections and submitting punch-lists and a report of the completed project to the City.
12. Providing record drawings.
13. Preparing summary of material testing report
14. Preparing summary of project change orders
15. Preparing grant amendment request and associated justification, if applicable.
16. Preparing final project reports including financial summary.
17. Obtaining release of liens from all contractors.

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STATEMENT OF QUALIFICATIONS

PROFESSIONAL ENGINEERING AND PLANNING SERVICES

AT OCALA INTERNATIONAL AIRPORT







City of Ocala – Ocala International Airport
750 SW 60th Avenue
Ocala, FL 34474

March 15, 2022

INFRASTRUCTURE
CONSULTING & ENGINEERING

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Ms. Tiffany Kimball | Procurement and Contracting
City of Ocala – Ocala International Airport
750 SW 60th Avenue, Ocala, FL 34474

March 15, 2022

RE: Request for Professional Engineering and Planning Services at Ocala International Airport
LOI# AIR/220118

Dear Ms. Kimball and Members of the Selection Committee:

For half a decade, **Infrastructure Consulting & Engineering, PLLC (ICE)** has been fortunate to have served the City of Ocala as one of the Ocala International Airport's (OCF's) continuing general aviation consultants. We have partnered with the Airport to help them plan and develop exciting new developments from the Taxiway "A" Reconstruction to the Secondary Parallel Taxiway to 18-36 and Westside Cargo. **We are excited at the opportunity to once again partner with you to continue providing professional engineering and planning services.** By re-selecting the ICE Team, the Airport will have a staff of aviation experts whom you know and trust, are readily available, and eager to continue working in the coming years to successfully deliver the next phase of this Contract. Having closely worked alongside you on the past and ongoing projects, we bring a vested interest and an intimate understanding of the goals and needs at OCF. Our Team's established working relationship with the City's management, who will be involved in the forthcoming airport projects, will allow us to streamline delivery and maintain efficiency.

ICE'S PROJECT EXPERIENCE

Executed TWOs to Date

8

Key Projects

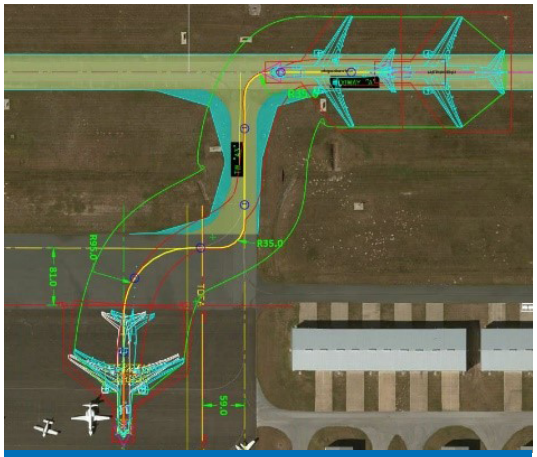
- Apron Rehab. Inspection
- Perimeter Fence
- Runway 18-36 Seal Coat and Marking
- Taxiway "A" Rehab.
- Terminal Restaurant

Grant Funding Assistance

$6.1 M

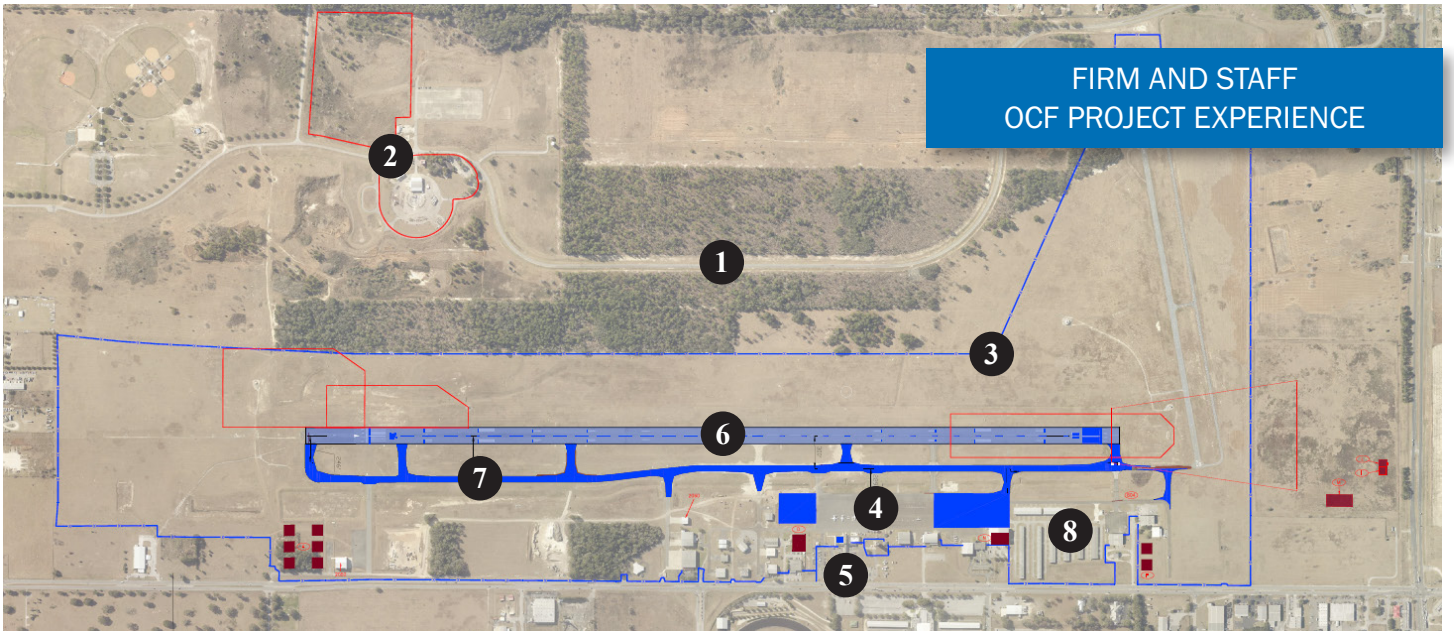
ICE has been serving as an airport airfield design consultant for the City since 2017. As such, there will no be learning curve should we be once again selected. We know the City's requirements, personnel, and applicable codes/processes. The following aspects highlight the additional key differentiators we can offer to the City.

STRONG RELATIONSHIP WITH THE CITY | The City of Ocala is one of the most important clients served by our Florida aviation team. We are committed to continuing to provide the personal attention and responsiveness you deserve and would expect from a small firm while receiving the benefit of a large firm's technical expertise and qualifications. **Doug Hambrecht, PE, will continue to serve as Project Manager, Lead Engineer, and the primary point of contact.** He is well-known to OCF staff having served as the Project Manager on the previous Contract and even several years with a previous firm. Doug has worked for years with Ms. Kimball as well as Matt Grow, Mike Bauer, Paul Constable, and other staff members from Procurement and has strong ties to the Engineering and Public Works Departments.



FedEx Boeing 767 Study at OCF

PROJECT MANAGER'S RELATIONSHIP WITH AIRPORT STAFF | Doug has a unique understanding of the City having designed several projects for the Airport and working closely with City staff. Doug has more than 27 years of experience providing consulting services for clients at both commercial service and general aviation airports with extensive experience including all aspects of aviation planning, design, and construction consulting services as well as an in-depth knowledge of FAA funding process. He is uniquely qualified to assist OCF with their day-to-day and long-term needs and is ready to continue the partnership.



ICE's OCF Project Experience as the Prime Consultant

1. Airfield Design Consultant (2017– Present)
2. Airport Layout Plan (ALP) Update
3. Airfield Perimeter Fence
4. Construction Inspection for Aircraft Apron Rehabilitation and Expansion
5. Restaurant Design and Construction Oversight
6. Runway 18-36 Crack Repair, Seal, and Restripe
7. Taxiway "A" Rehabilitation

ICE Staff's OCF Project Experience Under Prior Employment

8. General Aviation Terminal

KNOWLEDGEABLE AND CENTRALLY LOCATED TEAM | To augment our in-house capabilities, ICE is proud to be supported by specialized experts who have experience working at OCF. **R.M. Barrineau & Associates, Inc.** (survey) is an Ocala-based firm. Other team members, who are located in the central Florida area, include **AVCON, Inc.** (planning, design support, and airfield electrical), **Blue Wing Environmental, LLC *(DBE/WBE)*** (environmental), and **Cal-Tech Testing, Inc. *(DBE)*** (pre-design geotechnical investigations and construction materials testing). Through the depth and locations of our Team, we are able to respond quickly and efficiently with the right resources.

As the firm's designee who will contract with the City, this SOQ is our commitment to enter into a binding agreement and continue to provide professional engineering and planning services at OCF. We very much desire to continue providing these aviation services and are fully prepared to proceed with the work immediately. On behalf of ICE, I pledge that the City and Airport will receive the highest level of service from our Team. Thank you for the opportunity and your consideration. We hope you find the information in this proposal helpful in your evaluation.

Respectfully Submitted,
Infrastructure Consulting & Engineering, PLLC



Mitchell Metts, PE | Vice President
mitchell.metts@ice-eng.com | 803-206-8455 (cell)

1 Ability of Professional Personnel

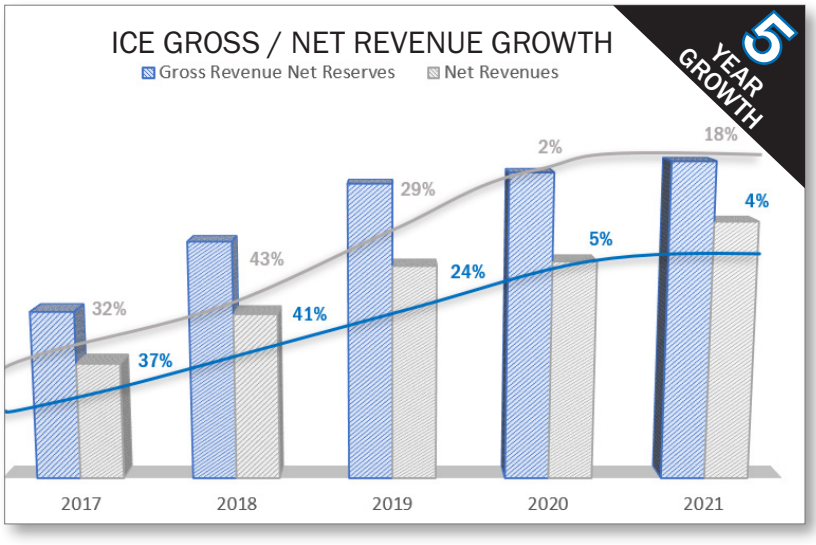
FIRM SUMMARY

Infrastructure Consulting & Engineering, PLLC (ICE) is a full-service transportation consulting and design firm that has provided professional consulting services to local government clients since our inception in 2005. ICE is a registered professional limited liability company that offers a broad range of professional aviation engineering, planning, and architectural services to general aviation and commercial service airport clients throughout the Southeast. **Our firm's aviation experts have completed numerous projects varying in size, scope, and complexity, including several at Ocala International Airport which are highlighted throughout this submittal. These specialists will continue to provide timely, sound, and cost-effective solutions for all of your aviation design, planning, architectural, and construction challenges.** Our long-standing and strong relationships with the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT) will continue to prove invaluable in providing input and guidance to the Airport for obtaining federal and state funding. ICE currently has 360 professionals, including 104 licensed professionals, providing innovative professional engineering services throughout the United States from our 20 locations, including 5 offices in Florida as shown in the map below.



FINANCIAL CAPACITY

Our executive leadership has demonstrated a responsible approach to financial matters which has provided ICE rapid growth in revenues and total employees since the Firm's establishment. This financial stability allows the ICE Team to successfully provide services at the level required by the City of Ocala. The graphic to the right includes the Firm's increase in gross and net revenue from 2017-2021.



ICE is listed with Dun and Bradstreet, DUNS number 058232290, and the FEID number is 45-3175330. ICE's current FDOT prequalification letter with approved overhead can be found in the Appendix on page 22.

ABILITY

MANAGEMENT | Effective management and serving the City for this Contract will be rooted in past experience on similar, successful airfield projects and a responsiveness pledge to continue to serve as an extension of your Staff. The plan begins with the assembling of the Project Team. Elham Farzam, PE, the Principal-in-Charge, has assigned the **project management responsibilities to Doug Hambrecht, PE, based on his previous airfield experience, his proximity to Ocala (Tampa), his knowledge of the Ocala International Airport (OCF), and his dedication and reputation for providing exceptional client service and a quality product.**



Doug and Elham have assembled a team that knows the FAA design criteria, specializes in aviation, is familiar with OCF, and is available to dedicate adequate resources to this Contract. The organization chart included on page 6 is a graphic representation of the ICE Team.

All Team members and disciplines will report up to the Project Manager. Assistance and support will be provided by the Principal-in-Charge, Elham Farzam, PE, and the various discipline leads. Doug will be directly involved in all projects, from working daily with designers to quality control submittal reviews of the plans and specifications. Weekly coordination with the Project Team, including subconsultants, will be performed. At key phases, daily coordination is necessary. **Doug will coordinate directly with the Airport Director, Matt Grow, as a single point of contact.** Matt has known Doug for many years and knows that he can be counted on to provide a high-quality product throughout the duration of this Contract. In addition to other key staff, Doug is located in ICE's full-production office in Tampa, Florida. With additional firm-wide expertise available at all times, project personnel are prepared to handle a wide range of assignments currently anticipated under the "Airport Airfield Design Consultant" program as well as any unforeseen needs during the Contract's duration. As the Project Manager, Doug will do whatever it takes to satisfy the City.

The City requires a highly technical Project Manager who can draw on solid experience to understand the components of any project, and who will be committed through availability to implement the Airport's goals. Doug has experience and ability that aligns well with the planned projects at the Airport including runway, apron, taxiway design, perimeter wildlife fencing, hangars, and vertical construction. Other projects such as fuel farms, navigational aids, airfield electrical, cargo operations, roadway design, General Aviation terminal construction, and drainage design illustrate his long history of aviation engineering and his ability to handle all project types. Doug's primary responsibility in management, in order to ensure a successful program at completion, can be broken down as listed to the right.

FUNCTIONAL DUTIES OF ICE'S PROJECT MANAGER

The SCHEDULE is well known and followed by the entire team;

COMPLETE PROJECT UNDERSTANDING and will be present at all client, subconsultant, and design Team meetings;

Ensure TIMELY AND EFFECTIVE COMMUNICATIONS are used reporting up to the City (and down to the design team);

All necessary PERMITS are applied for and obtained;

The Project is designed within the set BUDGET;

QUALITY CONTROL is maintained and thoroughly enforced;

and the design is complete and ACCURATE so change orders during construction are minimal.

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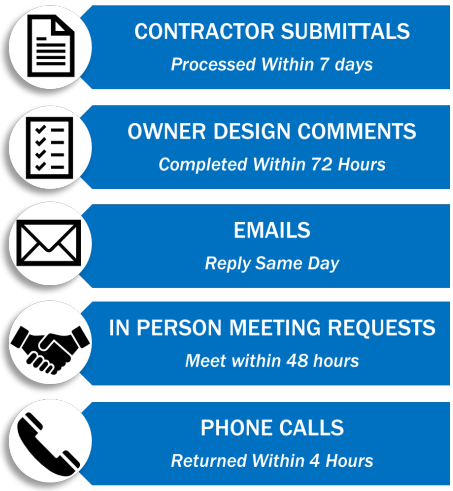
Doug is very involved with the daily operations and events within a project, maintaining control at all times. He stays involved during construction to make sure the Contract and specifications are adhered to and potential problems are identified early. He is in charge of project files that are meticulously maintained and contain all pertinent information about a project, including contracts, invoices, correspondence, budgets, grant applications, reports, meeting minute,s and future action items.

Overall, our ability to administer and serve the City hinges on effective and frequent communication, not only between the consultant and the City, but also with funding agencies, the design team, subconsultants, permitting agencies, contractors, and other stakeholders. This requires leadership, experience, and consistent availability. Frequent communication is key to successful project outcomes and long-term relationships. The Project Manager and the Team will make it a practice to incorporate the basics combined with Team availability and responsiveness.



PROJECT MANAGER'S CURRENT AND PAST FLORIDA AIRPORT CLIENTS

- Ocala International Airport
- Albert Whitted Airport
- Brooksville-Tampa Bay Regional Airport
- Cecil Airport
- Daytona Beach International Airport
- Destin-Fort Walton Beach Airport
- Jacksonville International Airport
- Kissimmee Gateway Regional Airport
- Marco Island Executive Airport
- Palm Beach International Airport
- Pensacola International Airport
- Punta Gorda Airport
- Sarasota Bradenton International Airport
- Sebastian Municipal Airport
- St. Pete-Clearwater International Airport
- Tallahassee International Airport
- Valkaria Airport
- Zephyrhills Municipal Airport

TEAM COLLABORATION | ICE's technical staff fully supports the Project Manager and the Airport's daily and long term needs. **ICE is one of a select group of firms with in-house planning and architectural expertise, which has proven itself in serving OCF over the last five years.** ICE has assisted the Airport staff with day to day development opportunities in the planning realm in developing concepts and evaluating potential airport geometry with growth. This requires our management, engineering, environmental, and architectural team to closely work together to evaluate the opportunities as they present themselves.

Growth for the Airport is coming and with that, a firm with the right team of in-house expertise and specialty subconsultants is required. ICE has proven our team can efficiently work together and act as an efficient, collaborative team. Key ICE staff have been together for 10 and upwards of 20 years. Many of our current employees have reunited together at ICE from previous firms, including our Project Manager/Lead Engineer, Lead Architect, Lead Planner, and much of the production staff. Furthermore, the addition of AVCON for airfield electrical and navigational aids, in addition to planning and design engineering support, has guaranteed the right skillset is always available. **ICE and AVCON have a long history of working together, including on the past COF Contract.**

The resumes provided in the Appendix starting on page 3 illustrate the multitude of projects the ICE team has worked on together at OCF, for different airports in Florida, and throughout the Southeast. The Team has local project experience that indicates the knowledge of local construction and regulations. This is most evident with the

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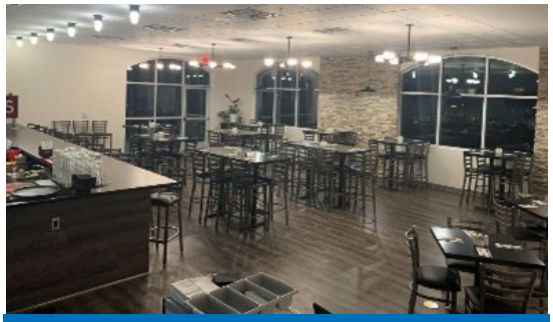
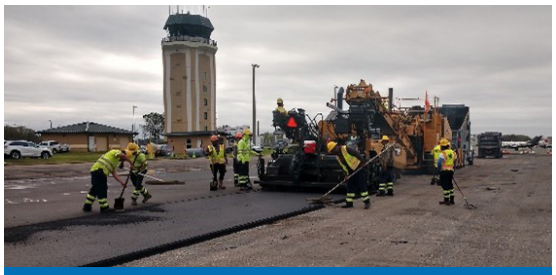
design of the terminal building and the re-construction of Taxiway "A". Karina Lanier is our Florida aviation architecture lead who was a valuable contributor to the terminal design team. It was this experience that allowed her to assist with design permitting and build-out of the terminal restaurant. Elevation 89 is a hugely successful venture!



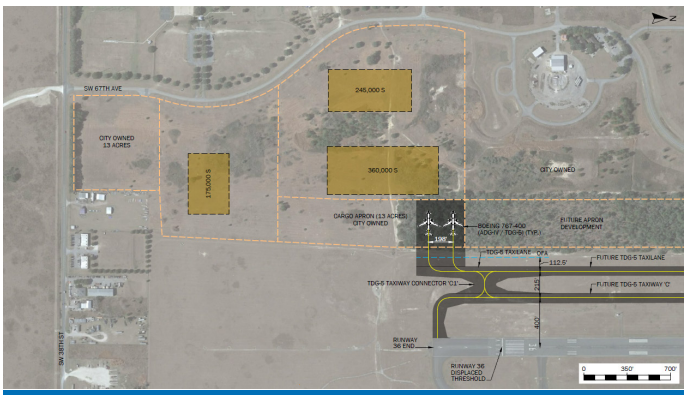
Terminal Restaurant Design & Build-Out

The Taxiway "A" construction led by the ICE team involved our Management (Doug), construction Inspection (Jeff Long), and our engineering and design staff for the various late stage design changes made to the plans. Unfortunately, the contractor went out of business and ICE and the City are still working with the boding company for some remaining punch list items. Jeff Long also inspected the recent Apron Rehabilitation and Expansion performed by Ranger.

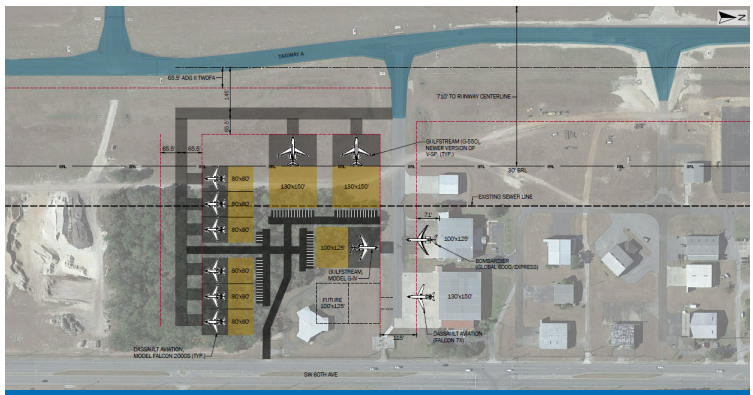


Taxiway "A" Construction

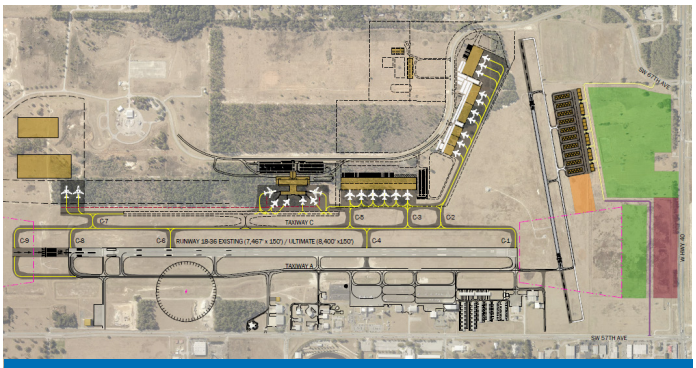
Much needed on the Airport is a west taxiway to the main runway to serve the future equine transport needs and potentially commercial service. An increase in larger aircraft is being seen as result of the transportation logistics hub Ocala is becoming and the World Equestrian Center. ICE has utilized their in-house skills to evaluate numerous development potentials with the last piece of vacant land to the southeast for box and bulk hangars, T-hangar and RV development to the north, and the much-anticipated west side growth for these larger aircraft. These various development scenarios present an opportunity for our architectural capabilities and aviation planners to work together to formulate the best possible concepts that one day will become reality. **Equally important, the combined availability and a firm culture of client service for engineers, architects, and planners allows ICE to succeed in providing this sound advice and support at a moments notice.**



West Parallel Taxiway and Aircraft Parking Apron ALP Concept



Southeast Bulk and Box Hangar ALP Concept



Northwest Parallel Taxiway and Apron Development Concept Including Commercial Service Terminal

CAPITAL INMPROVEMENT PLAN FOR OCALA INTERNATIONAL AIRPORT

YEAR	PROJECT	ICE TEAM'S APPLICABLE EXPERIENCE
2021	APPLY RUNWAY FRICTION COURSE RY 18/36	**Currently underway by ICE**
2021	REPAINT RY 18/36	**Currently underway by ICE**
2022	DESIGN REHABILITATE GA TERMINAL APRON	**ICE completed North Apron Rehab and Expansion at Ocala International Airport and West Apron Expansion at Destin-Fort Walton Beach Airport (Fort Walton Beach)**
2022	CONSTRUCT ACCESS ROAD	**ICE has the FDOT prequalifications and a long list of applicable projects**
2023	REHAB T-HGR TAXIWAY AND APRON	**Recent T-Hangar Replacement at Sarasota Bradenton International Airport (Sarasota)**
2024	CONSTRUCT T HANGAR	**Recent experience at Brooksville, Sarasota, Sebastian, Valkaria, and Dequnicy (LA).**
2024	EA WEST SIDE IMPROVEMENTS	**ICE environmental NEPA experience and the experience of subconsultant, Blue Wing Environmental, LLC *(DBE, WBE)***
2025	EXTEND RUNWAY 8/26	**Craig Air Center (Jacksonville); Daytona Beach Int'l Airport (Daytona Beach); Orlando Sanford Int'l Airport (Sanford); Sarasota Bradenton Int'l Airport (Sarasota); Marianna Municipal Airport (Marianna); Zephyrhills Municipal Airport (Zephyrhills); Ormond Beach Municipal Airport; Ashe County Airport (NC); Blue Grass Airport (KY)**
2025	INCREASE WIDTH RY 8/26	**ICE performed concept analysis and benefit cost for symmetrical versus widening to the north on this Project**
2025	DESIGN PHASE 1, TXY-C	**ICE performed planning level documents of widths, cost offset, and connector placement at OCF**
2025	WIDEN TWY-B	**ICE designed the widening of Taxiway "A" at OCF**
2026	IMPROVE FUEL FARM	**Albert Whitted Airport (St. Petersburg) and Destin-Fort Walton Beach Airport for design and construction administration**
2026	CONSTRUCT PHASE 1, TWY-C	**New taxiways at Crestview, Palm Beach, Sebastian, and Tallahassee**
2029	EA EXTEND RUNWAY 18/36	**Experience of subconsultant, Blue Wing Environmental, LLC *(DBE, WBE)***
2030	CONSTRUCT ARFF BUILDING	**Concept planning for floorplan and location at Ocala International; Fort Smith ARFF; and SC Fire Academy**
2030	INSTALL AWOS EQUIPMENT	**Siting analysis for current AWOS at Ocala International**
2030	ACQUIRE LAND FOR APPROACHES	**Subconsultant to be determined**
2031	CONSTRUCT EXTENTION RY 18/36	**BCA, Craig Air Center (Jacksonville) and Runway 7L-25R, Daytona Beach International Airport (Daytona Beach)**

ORGANIZATIONAL CHART

CITY OF OCALA

OCALA INTERNATIONAL AIRPORT
Airport Director
Matt Grow

INFRASTRUCTURE CONSULTING & ENGINEERING

PRINCIPAL-IN-CHARGE
Elham Faram, PE

PROJECT MANAGER
Doug Hambrecht, PE

QUALITY CONTROL
Michael Hixson, PE

DESIGN/BIDDING SERVICES

AIRSIDE DESIGN
Hamed Jafarian, PE
Maram Aldada, PE
Russ Holliday, PE [AI]
Amr Mansour, EI

PAVEMENT DESIGN
Elham Farzam, PE

TECHNICAL PRODUCTION
Sameh Maximos, PE
Amr Mansour, EI
Mike Allen

STORMWATER
Marty Morlan, PE, ENV SP
Lauren Warmuth, PE
Bob Steele, SET

ENVIRONMENTAL
Sarah Brammell [BWE]

NEPA/ENVIRONMENTAL ASSESSMENTS
Barrett Stone
Wade Hamilton, EI

AIRFIELD ELECTRICAL
Brandon Hiers, PE, ENV SP [AI]
Carl Johnson, EC, ACE [AI]
Mark Goodacre, ACE [AI]

PLANNING SERVICES

PLANNING
Richard Osborne, CM, ACE
Mary Soderstrum, AIA, NCARB [AI]
Andrew Nazarkewych

CONSTRUCTION ADMINISTRATION/ INSPECTION SERVICES

CONSTRUCTION INSPECTION
Jeff Long
Roberto Farinas

CONSTRUCTION MATERIALS TESTING
Mike Stalvey, Jr. [CAL]

ARCHITECTURE SERVICES

ARCHITECTURE
Bob Anderson, AIA
Karina Lanier, AAIA

SUPPORT SERVICES

SURVEY
Travis Barrineau, PSM [RMB]

PRE-DESIGN GEOTECHNICAL INVESTIGATIONS
Ivan Marcano, MS, PE [CAL]

SUBCONSULTANT LEGEND	
AI	AVCON Inc.
BWE	Blue Wing Environmental, LLC ***(DBE, WBE)***
CAL	Cal-Tech Testing, Inc. ***(DBE)***
RMB	R.M. Barrineau & Associates, Inc.

AVCON
BLUE WING ENVIRONMENTAL
Cal-Tech Testing, Inc.
R.M. BARRINEAU AND ASSOCIATES PROFESSIONAL SURVEYORS & MAPPERS

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ICE very much desires to continue to serve as an aviation consultant at the Ocala International Airport. As experts in engineering, architecture, planning, and construction, we are proud to offer the City a team of professionals with a proven track record of delivering numerous projects at similar-sized GA airports. Having worked closely with airport staff for many years, **we bring an understanding of your needs and vision for developing the Airport** backed by the demonstrated experience necessary to deliver, which makes us well-suited to serve as an excellent consultant for the identified Capital Improvement Plan (CIP) projects. **Furthermore, we are committed to prioritizing the City of Ocala and Airport staff at all times.** From concept through completion, our primary focus is to provide exceptional client service. We are a firm that has a keen understanding of FAA Advisory Circulars, rules and processes for grant assurances, construction contracts, project documentation, and construction engineering and inspection. Our long-standing and strong relationships with the FAA and FDOT prove invaluable when assisting our clients in obtaining federal and state funding. Summarized below are the key differentiators that ICE brings and how we can add value to aide OCF in meeting its goals and objectives.


Terminal Apron Rehab, Gates 7 thru 10 - St. Pete Clearwater International Airport
Boarding Bridges for A Gates - Destin - Ft. Walton Beach Airport, Florida
South Cargo Ramp Rehabilitation & Taxiway "N"- Cleveland Hopkins International Airport, Ohio
Terminal Renovation and Addition and Parking Garage - Kotoka International Airport, Accra, Ghana
Terminal Additions Phase 2. Destin - Fort Walton Beach Airport, Florida
Fuel Farm Canopies and Security Improvements- Destin - Fort Walton Beach Airport, Florida
Pavement Reconstruction Taxiway "T" and "H"- Jacksonville International Airport
Northeast Corporate Center – Brookville - Tampa Bay Regional Airport
7L-25R Runway Reconstruction - Daytona Beach International Airport, Florida
18L-36R Runway Rehabilitation - Cecil Field, Florida
Exit Taxiways "C4" and "D"- Palm Beach International Airport, Florida
9R-27L Runway Rehabilitation - Cecil Field, Florida
Hangar Development - Tallahassee Regional Airport
Airfield Markings Improvements - Palm Beach International Airport and North County Airport
Rental Car Facilities - Pensacola Regional Airport, Florida
PAPI Installation - Destin Executive Airport, Florida
Apron Lighting and Vault Replacement - Destin / Ft. Walton Beach Airport, Florida
Residential Sound Insulation Project - Tallahassee Regional Airport
Cargo Facility- Destin - Fort Walton Beach Airport, Florida
Rental Car Development Project - Destin - Fort Walton Beach Airport, Florida
Capital Circle Widening - City of Tallahassee, Florida
Runway 9-27 and Associated Taxiways Electrical Improvements - Tallahassee Regional Airport
GA Terminal - Destin Executive Airport, Florida
Airport Access Road - Sebastian Municipal Airport
T- Hangars- Brooksville - Tampa Bay Regional Airport, Florida

IMMEDIATE AVAILABILITY | Of critical importance to the success of this Contract, the ICE Team has the **immediate availability, resource depth, and capacity** required to expedite work in order to meet tight project and grant funding schedules. **Based on the ample availability of our aviation staff shown in Criteria 4 (page 20) through the end of 2022, we are confident in committing these professionals to you for the Contract term.** Our current assignments will not reduce or impact our capabilities to provide the required services for this Contract. In addition to the staff proposed, the ICE Team has the resource depth available to provide supplementary staff if needed or unexpected events occur. Our Project Manager, Doug Hambrecht, PE, is eager to continue working alongside Airport staff. Our goal is to exceed the City's expectations in all aspects of professionalism and service.

SIMILAR AGENCY AVIATION ON-CALL EXPERIENCE | ICE has been privileged to serve airports and state agencies, through on-call, continuing service agreements, and Indefinite Delivery Contract (IDC) consulting services to municipal clients since our establishment. **ICE currently holds on-call aviation consulting contracts as the prime consultant for the following local governmental agencies: City of Ocala, City of Sebastian, City of St. Petersburg, Brevard County, Collier County, Okaloosa County, and Volusia County**. Working with state, municipal, and local agencies requires a keen understanding of state,

federal, and local guidelines which has allowed us the opportunity to prove ourselves as reputable aviation and transportation engineers and a responsive consultant. The ICE Team's current and previous experience working with these airports and others throughout Florida, has afforded our professionals a keen understanding of the processes and intricacies associated with providing professional services on general consulting contracts.

At a glance, our Staff's similar project experience working at General Aviation Airports throughout Florida includes:



- Ocala International Airport
- Bob Sikes Airport
- Cecil Airport
- Jacksonville Executive at Craig Airport
- Brooksville-Tampa Bay Regional Airport
- Treasure Coast International Airport
- Kissimmee Gateway Airport
- Space Coast Regional Airport
- Albert Whitted Airport
- St. Pete-Clearwater International Airport
- Peter O. Knight Airport
- Sebastian Municipal Airport
- North Palm Beach County Airport

ICE's current on-call contract experience for the Cities and Counties makes us adept at reporting to these agencies and administrators while operating as a first-class aviation consultant. We work closely with our clients daily to keep them informed, to successfully execute their vision, and to deliver solutions in a timeframe that exceed their expectations. We provide regular progress updates, facilitate in-person meetings, and continuously monitor schedules and budgets set forth during project development. ICE professionals provide the dedicated service that our clients expect and deserve, and we pride ourselves on timely job progress and delivery of a quality product. As a result, we are honored to have been rewarded with **repeat business and long-term relationships**. Our Project Manager has had a 10-year relationship with the City of Ocala undertaking various projects, concepts, analysis, and general assistance at the Airport over the course of these years.

PROVEN SOLUTIONS | Through our diverse and hands-on experience, there is not much that our airport engineers, architects, aviation planners, and former airport managers have encountered. This enables us to offer proven solutions that have been successfully implemented at other facilities. The value-added services of these our professionals allow us to understand decision impacts to related agency offices. For example, the ICE Staff recently helped the Airport with their impressive terminal building by providing provisions for vacant space planned for future interior build-out. Subsequently, we were entrusted to provide additional architectural services as a follow up for the Airport to convert this space seamlessly into a successful restaurant.

MINIMIZING CHANGE ORDERS | Many change orders improve the overall project. Some are client requested changes. In many of our projects, change orders were solicited to the contractor because it was clear the Project would under run set aside funds. In any event, our Team realizes the number of change orders are often viewed as a reflection on how successful the project was. To minimize change orders, our Team focuses first on an airtight contract and strives for error proof design. This is done by performing exhaustive field reviews of existing conditions, assembling all known information on underground facilities, and extensively checking the design plans. During construction, our Resident Engineers and Inspectors stay ahead of the construction and know how to anticipate small problems before they become large. Our Team has an excellent history of minimizing additional costs.

The following projects have been featured to demonstrate the ICE Team's performance with projects that are similar to those that may be included in this Contract or represent the quality work ICE has achieved for Ocala.

AIRPORT AIRFIELD DESIGN CONSULTANT SERVICES CONTRACT

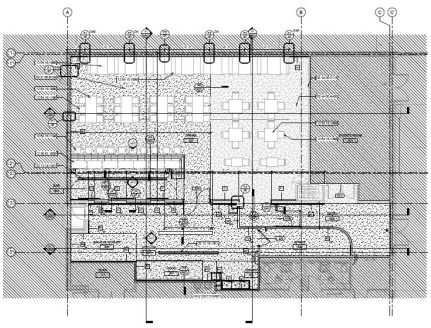
OCALA INTERNATIONAL AIRPORT

ICE was awarded the Contract for Airport Airfield Design Consultant Services in April 2017. The ICE Team successfully delivered the projects assigned and the services requested, the City continued the partnership and exercised two Contract extensions, the current one ending in March 2022. The following projects have been completed under this Contract:

OWNER'S REPRESENTATIVE
Matt Grow
mgrow@ocalafl.org
(352) 861-2227

RESTAURANT DESIGN AND CONSTRUCTION OVERSIGHT | ICE represented the Airport in the construction administration on this Project that consisted of retrofitting approximately 3,600 SF of unfinished space that faces the apron to rent to as a restaurant. The build-out consists of an open dining area, bar, and kitchen. The retrofit was completed December 2021 and then was transferred to the tenant for the final installation of equipment and furnishings. This was an FDOT funded project and ICE was experienced on the required procedures and billing. ICE managed all communication between the architect, engineers, and general contractor to ensure the Project stayed on schedule and within budget. All communication was funneled through them to the Airport and back the to the Project Team. ICE also managed the submittal, RFI, billing, and change orders. ICE oversaw the design of the restaurant, incorporating details from the owners and approved requests from the employees to produce an efficient and productive layout while still being aesthetically pleasing. The intention was to bring community customers and visitors, not just passengers to the Airport. After the construction of the built-out was complete, the Airport will be building a playground that will have access from the restaurant. The restaurant's design effectively combined Airport's overall vision with the tenant's branding requirements. ICE provided QA/QC for the construction documents to ensure both the restaurant and Airport's specifications were met.





COMPLETION DATE: 2021

PROJECT SIZE: 3,600 SF
PROJECT COST: $500,000

KEY TEAM MEMBERS:
Karina Lanier, AAIA | Project Manager/Architecture
Doug Hambrecht, PE | Principal

CONSTRUCTION INSPECTION FOR AIRCRAFT APRON REHABILITATION AND EXPANSION | This Project included the rehabilitation of the existing apron located between Taxiway "A-3" and "A-4" as well as the expansion of new pavement to the south of "A-7". It involved milling and resurfacing 38,324 square yards of asphalt, construction of 10,374 square yards of new aircraft asphalt apron, installation of aircraft tie downs, temporary and permanent pavement markings, pavement edge lighting, grading, stormwater facilities, and sod. ICE provided a part-time Resident Project Representative (RPR) and inspection services. The RPR was responsible for inspecting construction activities, receiving materials per approved submittals, monitoring contractor activity daily, managing QA activities, coordinating construction activities with Airport





Operations, conducting weekly progress meetings and maintaining the minutes, maintaining redline drawings, conducting Davis-Bacon Interviews, and ensuring contractor compliance with the Safety and Security Plan as well as the Phasing Plan and Construction Management Plan.

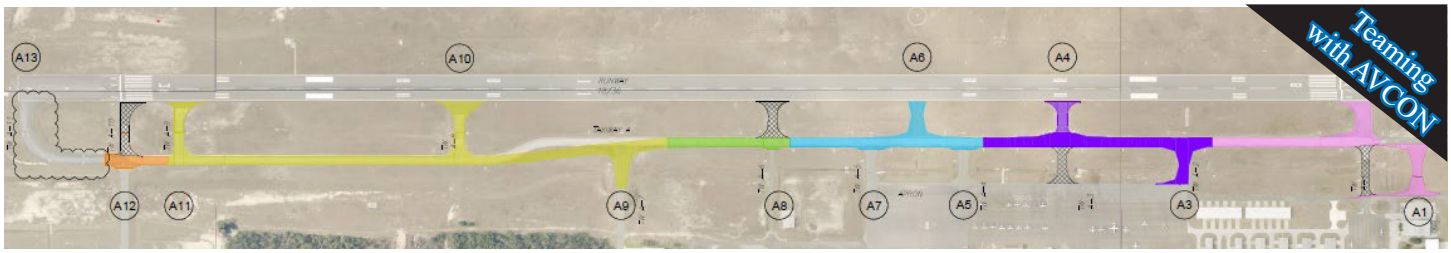
COMPLETION DATE: 2021

PROJECT SIZE: 48,698 SF

PROJECT COST: $1.2 Million

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Jeff Long | Senior Inspector

TAXIWAY A REHABILITATION | This Project included milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. Included a re-alignment of portions of the existing taxiway as well as widening and the addition of taxiway edge lights and signage. ICE provided a full-time RPR and inspection services. The RPR was responsible for inspecting all construction activities, receiving materials per approved submittals, monitoring contractor activity daily, managing QA activities, coordinating construction activities with Airport Operations, conducting weekly progress meetings and maintaining the minutes, maintaining redline drawings, conducting Davis-Bacon Interviews, and insuring contractor compliance with the Safety and Security Plan as well as the Phasing Plan and Construction Management Plan. Services also include full construction administration to include FAA and FDOT reporting, reviewing and logging submittals and RFIs, weekly reporting to the Airport Director, issuing change orders, change directives, and information notices, monitoring DBE participation, reviewing pay requests, producing the Construction Safety and Security Plan for acceptance by the FAA, producing the Construction Management Plan, and contracting for Quality Assurance Testing. Services also included full close-out documentation. ICE worked with their current Team member, AVCON, in re-designing the airfield edge light layout. **The Project finished under budget.**



COMPLETION DATE: 2021

PROJECT SIZE: 8,000 SY

PROJECT COST: $5.3 Million

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Hamed Jafarian, PE | Engineer
Amr Mansour, EI | Design Engineer
Sameh Maximos, PE | Engineer
Andrew Nazarkewych | Planning
Mike Allen | CAD Designer
Jeff Long | Senior Inspector

AIRFIELD PERIMETER FENCE | This Project was part of the Capital Improvement Plan (CIP) to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6' concrete apron was poured under the gate to limit gaps. ICE provided the design, bidding, and construction phase services for this Project as well as FDOT and FAA grant packages, grant assurances, and closeouts. **The Project was completed on time and under budget.**



COMPLETION DATE: 2018

PROJECT SIZE: 33,000 FT

PROJECT COST: $384,400

KEY TEAM MEMBERS:
Doug Hambrecht, PE | Project Manager
Hamed Jafarian, PE | Engineer
Amr Mansour, EI | Design Engineer
Mike Allen | CAD Designer



TAXIWAY "N" RECONSTRUCTION

DAYTONA BEACH INTERNATIONAL AIRPORT

COMPLETION DATE
2019

PROJECT SIZE
2.5 Miles

PROJECT COST
$14 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manger

Hamed Jafarian, PE
Project Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

ICE partnered with AVCON for the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. ICE performed the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans. This included preparing preliminary layouts, construction phasing schedule, quantities, engineer's estimates, markings, phasing documents and plans, OE/AAA permit, and preparation of bid packages. The intersections were reconfigured and widened to meet AC 150/5300-13A requirements along with the paved shoulders widened from 25' to 30' in width. The existing incandescent taxiway edge lights, which were approximately 20 years old, were replaced with new LED taxiway edge lights. Work included removing failed areas of taxiway pavement and areas of pavement that no longer complied with the new airport design guidance, removing the existing incandescent taxiway edge lights, widening and reconfiguring the taxiway/taxiway intersections to comply with 13A geometry, rehabilitating the existing asphaltic concrete pavement, installing a new underdrain system at the edge of the taxiway and the paved shoulders, removing and replacing all airfield drainage pipe and catch basins. The Project was sequenced and phased to keep the airport safe and fully operational at all times during construction.



TERMINAL APRON EXPANSION

PUNTA GORDA AIRPORT

COMPLETION DATE
Design: 2017
Construction: 2018

PROJECT SIZE
8,600 SQ YD

PROJECT COST
$3 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Engineer

Hamed Jafarian, PE
Aviation Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

ICE served as a subconsultant on this Project that provided professional engineering services to expand the aircraft parking aprons north of the existing apron due to the rapid growth of the Airport. It required three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power in-power out operations, only two positions were originally obtainable, so the Airport directed ICE to revise for straight in operation with tug push back. In total, the Project included 8,600 square yards of 15-inch PCC pavement, 2,600 square yards of macro-fiber reinforced 8-inch PCC pavement, and 3,200 square yards of flexible taxiway pavement. The overall scope for this project included field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocation of a security fence, extension of an existing lighted passenger walkway and canopy, signage, pavement markings, bidding, and construction services.



WEST APRON EXPANSION & TAXIWAY REHABILITATION

DESTIN-FORT WALTON BEACH AIRPORT

This complex, $11 Million project enlarged the West Apron at VPS in order to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as flexible remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Adjacent existing asphalt apron pavement, taxiways, and vehicle parking were also rehabilitated. Significant utility relocations were performed to include gravity sewer, force main, electrical, and water service. Structural work included the construction of a steel covered walkway for passengers accessing a future terminal concourse.

ICE worked with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). ICE served as the lead design firm and was responsible for project management, QA/QC, airfield design, production design (CADD), environmental services, and grant and bidding services. ICE also provided construction management services for the construction phase. The following design services were provided:

TAXIWAY RECONSTRUCTION

- Replacement of existing asphalt with concrete for taxiway on west side of terminal where Taxiway "D-1" meets the apron to the northern most boundary of the apron

AIRCRAFT PARKING POSITIONS 1-5

- Apron design for ADG III aircraft
- Pavement design for airport's critical aircraft, 757
- Concrete joint design and apron markings
- Stationary ground power and pre-conditioned air units
- High mast site lighting, edge light modifications, and security cameras
- Site clearing for remote terminal
- Fence and gate relocation
- 12" water line relocation; lift station; 8" gravity, 6" force main; and lavatory cart dump

CREDIT CARD LOT

- Modification of existing parking with apron and concourse footprint
- Expansion of parking to account for new concourse
- Extension of canopy walkway
- Modification of lighting

OWNER'S REPRESENTATIVE
Chad Rogers, PE
rrogers@co.okaloosa.fl.us
(850) 651-7160 (ext.1055)

COMPLETION DATE
Design: 2019
Construction: 2020

PROJECT SIZE
20 Acres

PROJECT COST
$11 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Hamed Jafarian, PE
Lead Aviation Engineer

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

Jeff Long
Senior Inspector

Roberto Farinas
Inspector



PARKING LOT "B" EXPANSION

DESTIN-FORT WALTON BEACH AIRPORT

COMPLETION DATE
2020

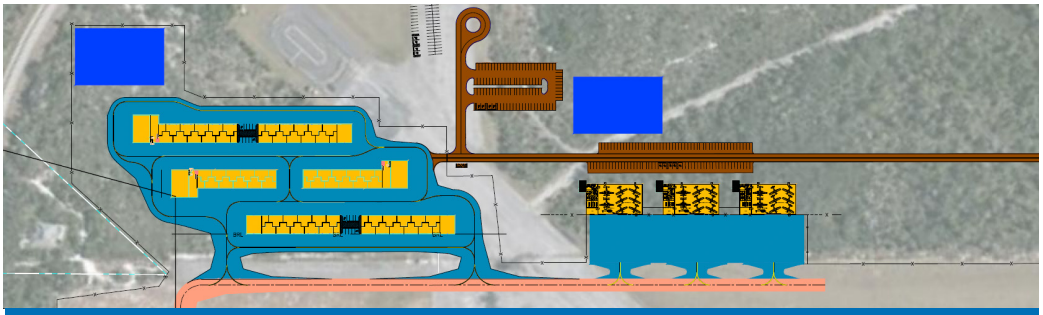
PROJECT SIZE
20,300 SQ YD

PROJECT COST
$1.7 Million

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Roberto Farinas
Inspector

ICE teamed with AVCON for this Project that expanded surface lot parking on the west side of the Airport in conjunction with other passenger capacity expansion projects to meet demand and ensure employees have adequate parking during peak travel periods. The construction was funded through a Supplemental Joint Participation Agreement with the FDOT and included construction of a 506-space parking lot. The scope consisted of grubbing, construction of subgrade improvements, base material and asphalt, pavement markings, concrete curb and sidewalk, grading, storm improvements, and site lighting and security camera improvements. AVCON performed the design. ICE was responsible for the construction inspection services and provided a full-time Resident Project Representative (RPR).



T-HANGARS, BOX HANGARS, AND ACCESS TAXIWAY DEVELOPMENT

VALKARIA AIRPORT

COMPLETION DATE
Design: 2021
Construction (Phased): 2022-2024 (est.)

PROJECT SIZE
T-Hangars: 16,500 SQ FT
Box Hangars: 12,000 SQ FT
Total Buildings: 15,450 SQ FT

PROJECT COST
$24 Million

KEY TEAM MEMBERS
Karina Lainer, AAIA
Project Manager/Architecture

Doug Hambrecht, PE
Principal

Hamed Jafarian, PE
Operational Manager

Amr Mansour, EI
Design Engineer

Mike Allen
CAD Designer

Bob Anderson, AIA
Architecture

Andrew Nazarkewych
Planning

ICE is leading the design for a significant project development consisting of three, 24-unit nested T-Hangar buildings with attached box end hangars as well as three separate bulk hangars to be located off the north end of Runway 14 at the Valkaria Airport. The complete site development, including taxiways, roadway drainage and utilities, includes preparing civil site design drawings, technical specifications, and schematic drawings. The ICE Team will also develop the Construction Documents package for use in bidding and permitting the Project. The design includes six buildings that are 10 T-Hangars each totalling 12,000 square feet. The three small box hangar end units are 2,500 square feet each and the three large box hangars are 6,000 square feet each. The three bulk hangars will each be 90 feet by 130 feet and include 100-foot-wide bi-fold doors. The building footprint will total approximately 15,450 square feet, including 12,000 square feet of box hangars and 3,000 square feet of office and support space, and a workshop space of 450 square feet.



TAXIWAYS "C", "D", AND "E"

SEBASTIAN MUNICIPAL AIRPORT

TAXIWAY "C" | ICE provided engineering and construction management services for a new parallel taxiway on the north side of Runway 5-23 designated as Taxiway "C". Previously, aircraft entering or exiting the Runway 5 threshold were required to cross active runways three times when taxiing from the busy tenant area near the airport's administration building; this project rectified the issue to make it a safer operating environment for all aircraft operators. All taxiways associated with this project were upgraded to the new design standards in FAA Advisory Circular 150/5300-13A, which included the new fillet geometry and direct access to aprons from the runway.

Major components of the design project included:

- Geometric Design
- Aircraft Run-up Aprons
- Removal of Taxiway Pavement
- Stormwater Ponds and Relocation of Existing Infield Drainage
- Environmental Resource Permit from SJRWMD
- Airfield Guide Signs (Entire Airport)
- Airfield Marking

TAXIWAYS "D" AND "E" | ICE provided engineering services for this project which involved adding taxiways to further assist in facilitating traffic movement at X26. These are Taxiway "D" to the south of Runway 5-23 and Taxiway "E" to the south of Runway 10-28. These taxiways were designed to move aircraft safely from the runway intersection crossing point to a crossing at the runway thresholds. All taxiways were designed to ADG II standards (35' width). It was the intent of the airport and the FAA to construct the project in multiple phases to match available funding. ICE provided full, signed and sealed drawings, specifications, and permit documents.

For the Taxiways "C", "D", and "E" projects discussed above at the Sebastian Municipal Airport, ICE and the City of Sebastian met with the FAA several times to illustrate the capacity needs and the safety improvements this project provided. This upfront coordination during visits to Orlando led to a **grant award in excess of $4,200,000 for the City**.

OWNER'S REPRESENTATIVE
Scott Baker
rbaker@cityofsebastian.org
(772) 228-7013

COMPLETION DATES
Taxiway "C"
Design: 2019
Construction: 2019

Taxiway "D" and "E"
Design: 2017
Construction: 2019

PROJECT SIZES
Taxiway "C": 3,900 feet
Taxiway "D": 1,300 feet
Taxiway "E": 1,800 feet

PROJECT COST
$3.95 Million (Combined)

KEY TEAM MEMBERS
Doug Hambrecht, PE
Project Manager

Hamed Jafarian, PE
Aviation Engineer

Amr Mansour, EI
Design Engineer

Andrew Nazarkewych
Planning

Jeff Long
Senior Inspector

Mike Allen
CAD Designer

PROJECT APPROACH

PROJECT APPROACH BASICS

Several key procedures will be performed to successfully coordinate individual airport improvement projects assigned throughout the life of the Airfield Design Consultant Contract:

- A design schedule developed and implemented which will provide continuity between project elements and the tasks to be performed by subconsultants.
- The pre-design field work (such as survey, geotechnical, and pavement evaluation) scheduled for minimum impact to airport operations.
- An accurate and thorough set of construction plans and technical specifications produced to eliminate any ambiguities during construction and, thereby, to stay within the construction budget and schedule.
- A detailed construction phasing and sequence plan to effectively minimize downtime at the Airport while providing the maximum flexibility in construction to maintain the project on schedule.
- A competent Resident Inspector and quality assurance testing subconsultant, to ensure a high-quality construction product, which will be completed well within the contract schedule and budget.

The methodology to administer an airport project begins at the planning stage. The ICE Team is more than adequately equipped to administer the early stages of project development to assist clients with the various up-front efforts required before being under contract for design. These services include:

- Financial (FAA AIP Applications, FDOT JACIP, Benefit Cost Studies and Cost Estimates);
- Aviation Planning (Compatibility with airport layout plan (ALP), airspace impacts and alternatives analysis);
- Public Involvement (agencies, tenants, and community);
- Environmental Impacts (Estimate Wetlands, Endangered Species, Mitigation, and Permitting);
- Architectural considerations (Code reviews, NFPA requirements, Land Use and tenant needs);
- Engineering Constraints (utilities, stormwater implications and impacts to operations);
- Preliminary Layouts and Exhibits; and
- Data Collection (site visit, acquire as-builts).

Most important are upfront discussions with City staff to listen and understand the project's needs and intended goals. A detailed project narrative is developed for use in obtaining necessary approvals moving forward. As a partner to the City of Ocala, ICE will ensure a solid foundation for future scoping and project viability.

PROJECT RESOURCES

Project Management | ICE's service to the Airport over this Contract begins and ends with how well the Project Manager supports the City. As the primary point of contact, this individual must make themselves available to attend an onsite meeting and quickly respond with an answer to any question the City may have regarding their airport. A good client-oriented firm like ICE needs to have this mentality regardless of upfront costs or a contract in place. The commitment ICE makes to the Airport and the City of Ocala is to provide this highly qualified, responsive Project Manager that can assist with any issue that arises, regardless of the nature, complexity, or his schedule.

Our Project Manager (PM) is an experienced aviation professional with 27 years of design and construction project on airports. He uniquely fits all the qualifications listed above and has a strong sense of responsibility

towards project delivery and accuracy. He has been working for Ocala International Airport for 10 years (5 with a previous firm) where he has assisted in grants, engineering plans, planning layouts, ALP updates, and daily airport consultation. He looks forward to continuing this relationship with Ocala and the ICE Team.

The approach for completing the services required for this contract necessitates a highly qualified Team, which we have assembled. From experience we know frequent communication and coordination with the owner is essential. Our approach begins and ends with solid Project Management. Elements of Project Management to be performed by our PM and other discipline managers working as support will be:

Contract Management – Involving the internal management of the contract including general project bookkeeping, cost tracking, billing, filing, record keeping and contract coordination with project subconsultants. The PM will maintain and monitor project schedules to ensure critical milestones are met by the design team.

Meetings – The PM will attend all submittal review meetings, meetings where critical items are discussed and coordinated, be present or administer meetings with FAA, utilities, permitting agencies, tenants, operations, and other affected parties.

Financial – During design and construction, track all costs related to the project and maintain a spreadsheet of expenses. Have accurate budget information and ensure the design is performed in accordance with the Airport's available funds or advise the owner of potential overruns early in the process so adjustments in scope can be made.

Coordination – Be readily available to the design team, coordinate review and regulatory agency approvals, and schedule and administer design team meetings. Keep the airport apprised of the work progress, schedule, and anticipated review dates by means of phone calls, emails or progress reports.

Production – A key component independent of the Quality Control process is to ensure the overall design is consistent with the airports desired objectives. Review all plans, reports, minutes, schematics, and calculations to ensure these objectives are met.

Administer Construction – Stay involved during construction to ensure not only the technical requirements are met, but make sure the intent and desired functions are realized. Too often attention is deflected once the design is complete. We make sure all the documentation is in place, the schedule is upheld, and costs are controlled.

Closeout – Have impeccable files to facilitate closeout reporting and permit closeouts.

Our goal for the General Consulting role and for each individual assignment, large or small, is to be actively engaged with Matt Grow and Mike Baker so that we function as an integral component of the organization and an extension of the City staff. Our approach is all inclusive: all Team members understanding the objectives with a vital stake in the project's success.

IN-HOUSE DISCIPLINES

Engineers | ICE has many engineers dedicated to aviation. They are highly experienced with all aspects of airport design and the regulations associated with the FAA Advisory Circulars. Every day they produce plans consistent with proper airfield geometry, safety areas, airfield marking and grading. They understand the Ocala International Airport environment from the types of aircraft they serve, the tenant needs, Sheltair's operation, the role of each of the airport's runways (18-36 and 8-26), and the FAA tower requirements. The goal is to provide a complete set of plans and specifications that cover all scenarios and free from errors, omissions, and ambiguities. Also, to utilize our resources to produce accurate cost estimates for budgetary purposes, even in today's supply chain and product shortage uncertain environment.

Architects | ICE is one of the few Florida firms with specialized aviation architecture capabilities in house. This has proven to be extremely beneficial to our clients, and more specifically for OCF when evaluating terminal concepts, hangar placement, and the interior design of the new restaurant. Karina Lanier was part of the design team for the design for the existing terminal building and knows the facility inside out. The advantage to OCF is clear when providing day-to-day consulting advice and solutions.

Planners | Aviation planning is an in-house service that ICE retains. It has proved extremely beneficial to the airport when evaluating proposed development options. Many opportunities for growth and land leases are available to the airport. ICE has been instrumental in assisting the airport through the last few years with evaluating impressive plans for westside development with the future growth of the area, equine transport, commercial service, intermodal shipping and cargo. Also, tenants for new T-Hangars and corporate hangars see the opportunities the region has and are increasingly interested in basing their aircraft and businesses. ICE hopes to continue this partnership and see this potential materialize.



ICE and Airport planning document for west side development considering cargo, intermodal, north T-Hangars, and commercial service.

Construction Inspection | An integral part of our services is seeing the project through completion. ICE takes the same active role from the completion of the deign through bidding, and into construction. Our experienced construction inspectors and construction management staff have worked very closely with the City's construction staff on the Taxiway "A" construction project and the main apron rehabilitation and inspection. Taxiway "A" required significant coordination with airport operations for closures of the taxiway and runway to provide safe movement of aircraft and tenant access to runways. This year-long project required complete commitment of ICE staff and management to produce a successful project that only highly experienced aviation construction personnel could have accomplished. Our goal is to continue the heavily involvement and support until that element of the construction project is complete and grants are closed successfully with funding agencies.

Environmental Services | The ICE Team has the ability to conduct all applicable environmental studies and prepare all appropriate documentation in accordance with the National Environmental Policy Act (NEPA). Appropriate documentation includes the preparation of Environmental Assessments (EA), Categorical Exclusions (CatEx), or Environmental Impact Statements (EIS) that are in accordance with the Federal Aviation Administration (FAA) Orders 5050.4 and 1050.1. These orders provide instructions and guidance regarding NEPA compliance associated with federal actions involving the use of public airports. Project scoping consists of determining the appropriate level of documentation needed for the assigned project. The ICE team would conduct all environmental technical studies and agency coordination needed to determine and complete NEPA documentations. This includes, but is not limited to protected species assessments, wetland delineations, and cultural resource investigations. For projects resulting in major federal actions that do not qualify as a CatEx, an EA will most likely be required to determine if the action will result in significant impacts. The overall process is similar but will require additional documentation and analysis to determine potential impacts on the numerous environmental and human resources. Actions that normally require an EA are documented in 1050.1E, 401 and include new land acquisitions greater than three acres and federal funding for new/major runway extensions.

IN-HOUSE TECHNICAL SUPPORT

CAD Designers | ICE employs an adequate number of computer aided drafting tools for production support. They have AutoCAD and Civil 3D software that allow them to produce clear sets of drawings for construction and planning documents. Having an experienced group of these technical experts in-house will allow ICE to respond to OCF's needs and meet schedules.

Specialty Subconsultants | ICE will heavily utilize the services of one of the most well-respected firms in Florida, AVCON Inc. They have been a major partner with ICE for many years and have performed well on past assignments at the Airport. AVCON was asked to review and revise the electrical lighting layout for the construction of Taxiway "A" due to some discrepancies in the plans. In less than two weeks, a new design was turned that was accurate and saved money. ICE will also utilize AVCON's technical capabilities for engineering design support and planning. They will continue to be an integral part of the team.

WILLINGNESS TO MEET TIME AND BUDGET

APPROACH TO MANAGING BUDGET

Since all members of our Team have worked at OCF for several years, we understand the City's needs and the funding needed for their capital projects. During design, the team will be proactive in seeking ways to reduce project costs. This translates to our professional fees as well. ICE's expertise in the aviation discipline allows work within set scope parameters, maximizing efficiency and limit costly redesigns. Because repeat business is so critical to the firm, requesting supplemental fees is avoided whenever possible.

- Listen to the client and understand their needs;
- Estimate a realistic budget based on actual bids (baseline) with contingency,
- Perform early coordination with building departments and regulatory agencies;
- Using existing data and record documents;
- Perform extensive field verification of exist conditions;
- Detailed depiction of underground utilities;
- Utilizing proven solutions in order to simplify the design
- Adhering to scope of work to minimize scope creep;
- Involve experienced and qualified staff who can produce cost-effective designs.

The team will conduct weekly internal progress meetings and perform monthly project reviews to monitor schedules and budgets to identify and resolve project issues early to avoid delays. Detailed cost estimates will be updated regularly and with each design phase submittal. In-depth quality control reviews and constructability reviews will be performed to identify potential discrepancies that can lead to costly change orders. In addition to reviewing the plans, these reviews also encompass contract language and specifications to check for discrepancies and conflicts that a contractor may attempt to take advantage of.

The selected firm for this Contract must be good stewards of the Airport funds. ICE will take the extra effort to find solutions that are more economical without sacrificing quality. Since the ICE staff have been working at OCF for many years, we have records of as-built conditions that date back many years. The is extremely helpful in eliminating unknowns. Frequently, the quality control component of a project often does not recognize missing information that could be available from airport records or subsurface utility efforts, thus going undetected. The ICE Team has a strong background in construction, so elements of constructability, contractor access, staging and work areas, and project phasing can have strong, positive implications on a lower cost.

APPROACH TO MANAGING TIME

The Team understands and realizes that delays in the schedule have an adverse effect on project airport finances and grant funding. Projects that are late could miss FDOT and FAA fiscal year deadlines and be subject to loss of grant funds. Projects that exceed the allotted schedule also cost more in additional administrative costs for the airport staff. This is a drain on the valuable resources to the City.

For each project undertaken by the team, they will prepare a detailed schedule for the client's review and approval. This schedule will highlight critical path items and major work areas, including a breakdown of the sub tasks and corresponding time lines and manpower required to complete the work. Also, included in the schedule is the proper allocation of adequate Quality Control time in advance of each submittal.

Weekly meetings are held with the entire project team, including subconsultants, to evaluate how the design is progressing and determine if the project is on track to meet the deadline or milestone set out in the schedule. If it is determined the project is behind schedule, sufficient additional resources will be made available until the project gets back on track. The key to effective schedule management is understanding where the project currently is, what is left to do, how long it will take, and what resources are needed. This can be accomplished by the Team's experienced Project Managers and engineers who all have a minimum of 20+ years of aviation design experience.

Tracking of the project schedule will be the responsibility of the PM who will look at production and evaluate where the project is on a level of completion scale. In the event a component of the production falls behind, a recovery plan will be discussed to ensure the project remains on track. This recovery plan could involve adding staff or working extra hours to get back on track. The schedule update will be provided to the airport staff on a monthly basis during the design phases of the project, along with a narrative report on the progress of work. Permits are applied for early and adequate float time allotted for agency review and questions. The PM will schedule frequent meetings with subconsultants to stay abreast of their progress. Incremental submittals are made by the subconsultant Team members during the course of a design phase to gauge their progress and similarly come up with a plan for recovery if viewed to be behind schedule.

ICE's management of schedule was evident with the Taxiway "A" construction project. With multiple phases requiring different closures of sections of pavement, extreme importance was placed on holding the contractor to that timeframe. This included discussions on staffing and scheduling during our weekly calls with constant tracking of time elapsed with contract time. Our efforts and documentation were used to hold the contractor to these durations and assess liquated damages for periods when they fell short.

GRANT MANAGEMENT APPROACH

In the past, ICE has been integrally involved in conversations and communication with the FAA and FDOT as it relates to proposed developments, eligibility, and funding. Helping OCF obtain funds is an important function of the ICE consulting Team. ICE staff has been serving General Aviation and small to medium-sized commercial service airports for numerous years. Grant application assistance is an upfront, non-reimbursable service that ICE provides to their clients. Management of the grant, tracking the funds, and ensuring grant compliance is typical with all projects. For aviation projects in Florida, the typical sources of project funding are through FAA and/or FDOT grants. ICE has established outstanding relationships with FAA and FDOT staff, most importantly with the representatives of Ocala International Airport, Joe Jerkins (FDOT), Allison McCuddy (FDOT), and Jennifer Ganley (FAA). They trust the Team to properly formulate grants, adhere to grant assurances, deliver timely reporting, and expeditiously close out grants. ICE staff has experience working with the Florida Aviation Database and with the Joint Automated Capital Improvement Program (JACIP). These programs are integrated with FDOT to show project costs and the 5-year capital improvement plan.

The FAA Orlando Airports District Office and the Florida Department of Transportation work closely and share funding on grants, however, the processes they follow is different. For example, FDOT will fund a project based on estimates, however, FAA only funds projects based on hard bids. The FAA will not participate in most projects that are revenue-producing, while FDOT will. Also, certain elements of a single project could be eligible for full funding and others eligible for funding at a lower participation, or none at all. This situation must be managed closely to ensure proper utilization of the grant funding and proper tracking of construction costs.

The grant application is an important first step in securing the funds. In addition to filling out the 424 application form, ICE staff will:

- Write cover letter
- Generate Project Sketches
- Prepare Cost Estimates
- Project Narrative
- Environmental Checklists
- Schedules
- Perform Eligibility Computations
- Sponsor Certifications
- Bid Tabulations (for Construction)

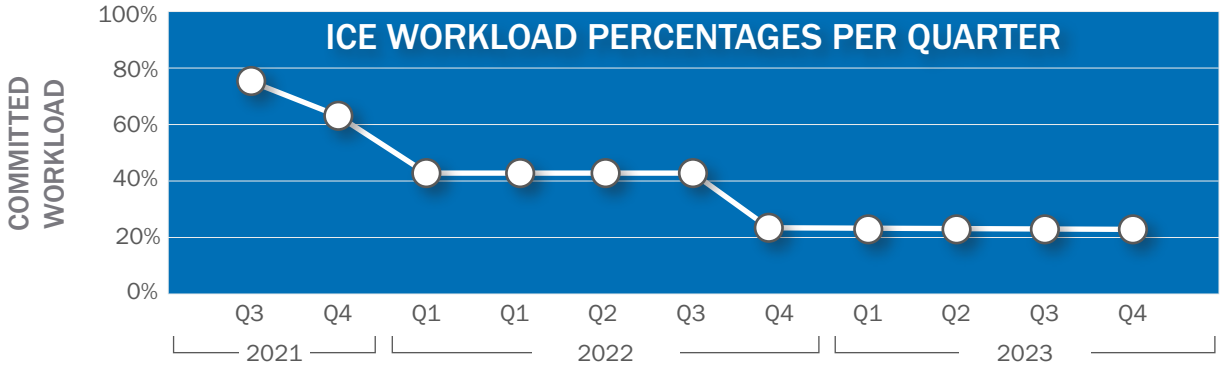
During design and construction, ICE staff ensure the proper procedures are followed for grant compliance. The FDOT requires copies of contracts, signed and sealed drawings, and engineer's certifications. The FAA requires a copy of the plans and specifications. During construction, both agencies want to review change orders with backup information, photos, and justification. For closeout, the ICE Team has their own procedure for compiling file documentation that includes documentation required by both agencies and useful information for the airport staff. This information is provided in a book form and a PDF.

4 Recent, Current, and Projected Workloads of the Firm

Serving as a current aviation consultant for the City, the ICE Team has the understanding and experience of delivering timely projects and services under the Contract. We have conducted an evaluation of our Team's current and projected workload and the availability of the proposed personnel to confidently commit these professionals for the Contract duration. **Our current assignments will not reduce or impact our capabilities to provide the required services provided to the City.** We have reviewed the five-year CIP for the Airport and are extremely confident the ICE Team has sufficient resources and capabilities to allocate to this important Contract.

WORKLOADS

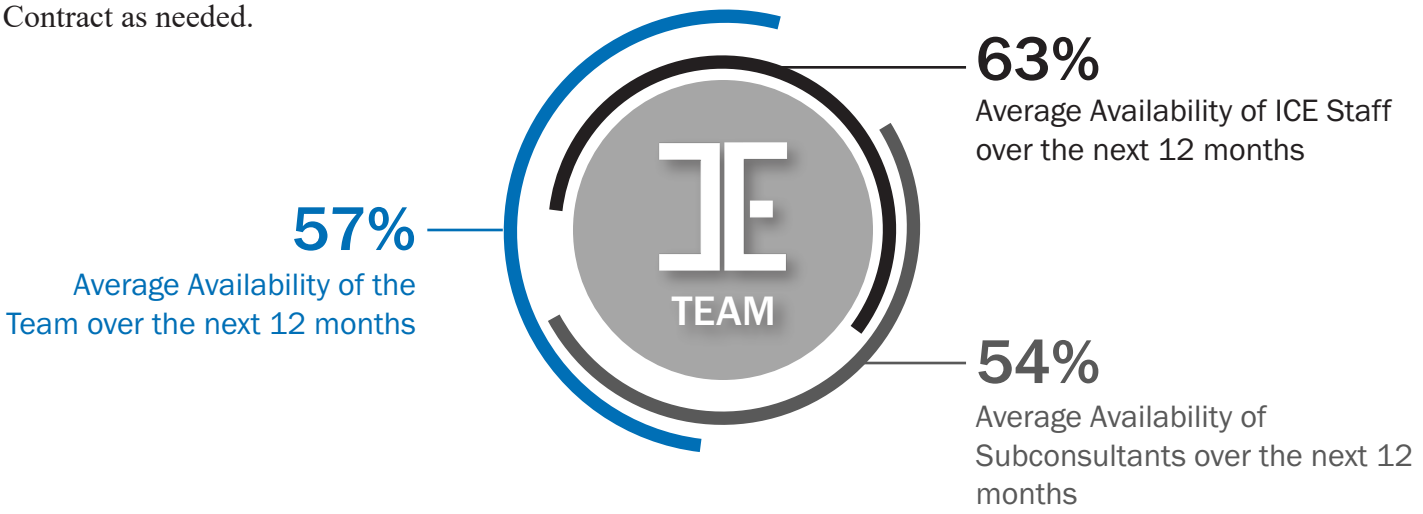
The graphical representation below exhibits ICE's recent closeouts, current workload, and projected commitments for our Florida aviation clients. The backlog illustrates a decrease in our awarded projects over the next 12 months allowing our Team the necessary availability to successfully complete any task orders assigned from the City.



Some of the recent completed projects were the Airport Restaurant Design and Construction for the City of Ocala, CONRAC Facilities Refurbishment for Okaloosa County, and Hangar D Design for City of Sebastian. ICE is currently working on the Runway 18-36 Crack Repair, Seal, & Restripe for the Airport which is estimated to be completed in 2022.

AVAILABILITY

ICE is committed to prioritizing the City and continuing to serve as an extension of your staff. All team members were selected based on the current and projected workloads to ensure proper staffing for each discipline and will be dedicated to this Contract. We have the **immediate availability, resource depth, and capacity** required to expedite work in order to meet tight project and grant funding schedules. In addition to our proposed team, ICE has a deep pool of technical and support professionals working throughout Florida that can be allocated to this Contract as needed.



INFRCON-01 MGOODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1000009384 Hub International Carolinas 1330 Lady Street Columbia, SC 29201	CONTACT NAME: Michelle Goodwin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Michelle.Goodwin@hubinternational.com
INSURED Infrastructure Consulting & Engineering, PLLC & ICE of Carolinas PLLC 1021 Briargate Circle Columbia, SC 29210	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Hartford Ins Co of the Midwest — 37478 INSURER C : Hartford Casualty Insurance Company — 29424 INSURER D : Hartford Insurance Company of SE — 38261 INSURER E : Travelers Casualty and Surety Company — 19038 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:			22UUNOL5136	9/6/2021	9/6/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			22UENOL5164	9/6/2021	9/6/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			22RHUOL5165	9/6/2021	9/6/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		22WBOL6H1R	9/6/2021	9/6/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Prof Liability			107504031	9/6/2021	9/6/2022	Each Claim	1,000,000
E	Prof Liability			107504031	9/6/2021	9/6/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

RON DESANTIS
GOVERNOR

KEVIN J. THIBAULT, P.E.
SECRETARY

July 29, 2021

Doug Hambrecht, Vice President-Florida Aviation
INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC
5550 Idlewild Avenue, Suite 102
Tampa, Florida 33634

Dear Mr. Hambrecht:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

3.1 - Minor Highway Design
3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

4.1.1 - Miscellaneous Structures
4.1.2 - Minor Bridge Design
4.2.1 - Major Bridge Design - Concrete
4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

6.1 - Traffic Engineering Studies
6.2 - Traffic Signal Timing
6.3.1 - Intelligent Transportation Systems Analysis and Design
6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

7.1 - Signing, Pavement Marking and Channelization
7.2 - Lighting
7.3 - Signalization

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Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.41%	157.56%	0.274%	Reimbursed	No	11.60%	10.71%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Kell
Professional Services
Qualification Administrator

Safety, Mobility, Innovation
www.fdot.gov

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

BLUE WING ENVIRONMENTAL LLC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26
APPROVED NAICS CODES:
541620

Samuel Febres

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Florida Department of Transportation

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : CAL-TECH TESTING INC

Vendor Name: CAL-TECH TESTING INC
DBE Certification: CERTIFIED **MBE Certification:** Certified
DBA: **Former Name:**
Business Description: LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING

Mailing Address: 3309 SW SR-247
LAKE CITY, FL 32024-

Contact Name: ABBY STALVEY **Phone:** (386) 755-3633 **Fax:** (386) 752-5456
Email: ASTALVEY@CALTECHTESTING.COM
ACDBE Status: N
Statewide Availability: Y

Certified NAICS
238990 All Other Specialty Trade Contractors
541380 Testing Laboratories



DOUG HAMBRECHT, PE

Project Manager

EDUCATION:
BS, Civil Engineering, State University of New York at Buffalo (1995)
AAS, Aerospace Technology, Farmingdale State College (1989)

EXPERIENCE:
Career: 1995 – Present
ICE: 2015 – Present

REGISTRATION:
Professional Engineer:
FL #57145
AL#38751-E
SC #20227
GA #PE041061

CERTIFICATIONS:
- FDOT Statewide Pavement Management Courses – Airfield Pavement Distress Repair
- Airfield Pavement Inspection Training
- University of Wisconsin Pavement Maintenance and Repair Certification

Mr. Hambrecht has been providing consulting services for clients at both commercial service and general aviation airports since 1995. His extensive experience includes all aspects of aviation design and construction consulting services as well as an in-depth knowledge of FAA funding approval process, airport development alternatives and studies, and a unique perspective of knowing what it takes to get airport projects completed successfully from start to finish. His aviation design experience includes taxiway and runway rehabilitation, apron expansions, shade hangar and T-hangar design and improvements, perimeter fencing, parking lot reconfiguration, rental car facility development, fuel farm and security improvements, and entrance and access road improvements. Mr. Hambrecht is focused on quality and accuracy of the delivered product.

Mr. Hambrecht has served as the Project Manager on ICE's current aviation contract for the City of Ocala since 2017. He brings a thorough understanding of the City's preferences and established working relationships with Airport staff. This knowledge allows him to bring continuity and streamlined efficiencies to the next iteration of this Contract.

Current Aviation and Airport GC Contracts

City of Ocala	City of St. Petersburg	Citrus County
City of Everglades	Brevard County	Okaloosa County
City of Sebastian	Collier County	Volusia County

EXPERIENCE:

Taxiway "A" Rehabilitation, Ocala International Airport – Ocala, FL | Mr. Hambrecht served as the Project Manager for the construction of the rehabilitation of the airport's only parallel taxiway to the primary runway. It included the milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. Also included a re-alignment of portions of the existing taxiway as well as widening. New taxiway edge lights and taxiway signage were provided. Mr. Hambrecht responsibilities involved full construction administration to include FAA and FDOT reporting, reviewing and responding to submittals and RFIs, weekly reporting to the Airport Director, issuing change orders, change directives, and information notices, monitoring DBE participation, reviewing pay requests, producing the construction safety and security plan for acceptance by the FAA, producing the Construction Management Plan, quality assurance test results and close out documentation.

Airfield Perimeter Fence, Ocala International Airport – Marion County, FL | This Project was part of the Capital Improvement Plan (CIP) for the City of Ocala and the Ocala International Airport. The purpose of this project was to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6" concrete apron was poured under the gate to limit gaps. Mr. Hambrecht served as the Project Manager and oversaw the design, bidding, and construction phase services for this Project. In addition, FDOT and FAA grant packages, grant assurances, and closeouts were provided by ICE.

Doug Hambrecht, PE | Project Manager

GA Terminal Parking Lot, Ocala International Airport – City of Ocala, FL | As the Client Manager, Mr. Hambrecht was responsible for the design of a 144-space, 60,000-square-foot parking lot as the first phase of a proposed General Aviation terminal expansion program. Project included the undergrounding of overhead utilities, regional stormwater conveyance, landscaping, site lighting and prepared FAA grant applications.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | ICE served as a subconsultant on this project which consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. Mr. Hambrecht was responsible for overseeing the taxiway horizontal geometric design and layout and the development of the overall construction safety and phasing plans for the project.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This project consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Mr. Hambrecht served as the Project Manager, worked with airport staff and the FAA to finalize apron dimensions, and developed detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). He was responsible for overseeing QA/QC, airfield design, production design (CADD), environmental services, and grant and bidding services as well as construction management during the construction phase.

Shade Hangar, Sebastian Municipal Airport – Sebastian, FL | Serving as Project Manager, Mr. Hambrecht provided performance specifications for a system meeting the airport's desire to be competitively bid. He was also responsible for administering the bidding process. The City of Sebastian and the Sebastian Municipal Airport wanted shade hangars for the west side of the airport. These hangars consist of column(s) support to a roof truss system which stretches and supports a type of polypropylene fabric covering. ICE provided performance specifications for a system meeting the airport's desire to be competitively bid. An in-depth design for the grading, drainage, and permitting of the site was required, as well as obtaining water management permits. The Airport desired a total of 14 shade hangars including 12 units for single engine type aircraft and two larger units for twin engine airplanes.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Hambrecht served as the Project Manager responsible for overall project management including design, construction plans, and construction phase services for the replacement of several T-Hangar buildings, including J-4 and J-5. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway "F". The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold type.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Hambrecht served as a Senior Project Manager at ICE for the design assistance and phasing plans for the reconfiguration and realignment of the existing ¾-mile-long entrance road and the reconfiguration and expansion of the existing parking lots at PIE. The pending realignment of the major access roadway to the airport (Roosevelt Boulevard) and the explosive growth in number of passengers flying in and out of PIE were the driving forces behind this project. As a subconsultant, ICE performed the preliminary entrance roadway/parking lots geometric design and layout, quality control reviews, and developed the overall construction

Doug Hambrecht, PE | Project Manager

sequencing plans for the project to ensure continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction. The project work included constructing new roadway and 68,000 square yards of parking lot pavement, rehabilitating the existing road, replacing the entire stormwater drainage system, constructing new concrete curb and sidewalk, installing new high mast LED streetlights, relocating and reinstalling overhead roadway information signs, and sequencing the work to keep the existing roads, parking lots, and terminal building operational, safe, and accessible during construction.

Taxiways "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Manager for the design of several new parallel taxiways to enhance safety at this uncontrolled airport. Several new taxiways were designed to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side is to be constructed with a partial parallel (Taxiway "D") on the south side. Included will be Taxiway "E", a partial parallel taxiway to Runway 10-28 along the south side to move the main GA traffic to the runways. All work was designed in accordance with the 13A Advisory Circular geometry requirements. Stormwater design was performed to minimize ponds by sheet flowing runoff for treatment 62-330.449 F.A.C. and permits through the Water Management District. Airfield signage, pavement design, pavement marking, and a Construction Safety and Phasing Plan (CSPP) were prepared.

Apron Design, Punta Gorda Airport – Punta Gorda, FL | Mr. Hambrecht served as the Project Manager for the design of the expansion of the aircraft parking aprons at the Punta Gorda Airport which is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable, so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/ 14" limerock), aircraft parking (15" concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

VHB Metropolitan Airport Systems Study, Mobile Downtown Airport – Mobile, AL | Mr. Hambrecht served as a project engineer responsible for providing rough order of magnitude cost estimating services for this project that consisted of determining if it is cost effective to have commercial air services at Mobile Downtown Airport and evaluated if changing the roles of the Mobile Regional Airport and the Mobile Downtown Airport will provide better air service options in the future. Careful consideration was made as to how a role change would affect economic development coupled with known major infrastructure projects on and around the airports. It was also determined if the potential future economic impacts and regional benefits of adding St. Elmo Airport under the ownership and operation of the Airport is beneficial to BFM.

Aerostar Simulator and Hangar Improvements, Kissimmee Gateway Airport – Kissimmee, FL | Mr. Hambrecht served as Project Manager and worked closely with Quantem FBO Group to assist in the planning of hangar improvements to suit the needs of a future tenant. The tenant, Aerostar Training Services, desired to build a flight training campus which included major renovations to an existing hangar. Interior modifications to the existing hangar included a full height dividing wall to separate maintenance operations with aircraft simulators. The planning work and conceptual renderings of the ultimate buildout were exclusively performed by ICE.

Terminal Apron Rehabilitation (Gates 7-10), St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Hambrecht served as the Project Manager for the design of a rehabilitation of 24,000 square feet of terminal apron associated with the terminal building expansion of gates 7-10. Design included utilities relocation, stormwater, cost estimating and concrete pavement. Extensive phasing was required for public safety and access to temporary aircraft parking positions.

Doug Hambrecht, PE | Project Manager

Southeast T-Hangars, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Hambrecht served as the Project Manager responsible for the layout and specifications package for the installation of four T-Hangar structures. The buildings consisted of a prefabricated metal building system with prefabricated roof vents, supplied by Dean Steel Buildings. Two of the larger T-Hangar buildings were a traditional layout with a door clear opening of 54 feet in width and 17 feet in height. Aircraft that could be stored in this hangar include the Piper PA-31 Navajo and Beechcraft King Air C90A. The smaller T-Hangar buildings were a nested layout. The doors have a clear opening of 44 feet in width and 14 feet in height. Aircraft that could be stored in this hangar include the Cessna 172R Skyhawk, Cessna 182 Skylane, Piper PA-23 Aztec, and Raytheon A36 Bonanza. Detailed layout drawings depicted NFPA requirements, wall dimensions, ADA requirements, doorways, floor sloping, spill protection, rainfall downspouts, site work, building mounted lighting, electrical requirements, grounding points, ventilation, locations of fire walls, and other owner and code requirements. Spaces for restrooms, storage, and conditioned office space were provided. Hydraulic and Bi-fold doors were provided for the different structures.

Boarding Bridges for A Gates, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager for this project that consisted of new Apron Drive Passenger Boarding Bridges (PBBs) with the replacement of the 400hz/48VDC ground power units and the pre-conditioned air units. Bag lift elevators were included to move late bags from the apron the terminal floor. The bridge structure consisted of a ramped fixed tunnel (terminal doors at ground level designed), a rotating rotunda, telescoping bridge tunnel section, a cab with full controls for moving the bridge into position, vertical and horizontal drive system, baggage lift system, and provisions to re-mark the apron for the new parking positions associated with revised docking procedures than what is currently marked and the potential for larger mix of aircraft at these positions.

Runway Re-Marking, Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Manager for the re-marking of non-precision Runway 5-23 and VFR Runway 10-28, GPS approach obstruction survey for Runway 5, and runway designation (numbering) calculations for magnetic declination of both runways. He also oversaw the design and construction for this project.

South Cargo Ramp Rehabilitation and Taxiway "N", Cleveland Hopkins International Airport – Cleveland, OH | Mr. Hambrecht served as the Project Engineer for the development of plans and specifications for the concrete joint layout and marking plans for the reconstruction of the cargo ramp and a main taxiway access to Runway 6R-24L and exit for Runway 6L-24R. Project included the various concrete joint details, enhanced centerlines, hold position markings, vehicle service road markings, and surface painted hold position signs.

Terminal Renovation and Addition and Parking Garage, Kotoka International Airport – Accra, Ghana | As the Project Manager, he was responsible for the civil design of a major terminal expansion project, including baggage handling, ticketing, and a concourse expansion. The civil design for this project included a new four lane entrance road, terminal access roads, ramps to a new multi-story parking garage for 2,300 vehicles, overhead terminal wayfinding signage, roadway lighting, landscaping, storm drainage systems, pedestrian walkways and ramps, a 3x6 meter tunnel, and multiple roadway retaining walls.

Terminal Additions Phase 2, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht was the Construction Project Manager for site work associated with the terminal concourse expansion and new airline gates. The work included 20,000 square feet of concrete apron reconstruction. Mr. Hambrecht worked closely with the airport and FAA in grant closeout and quarterly reporting.

East Side Additions, Fuel Farm Canopies and Security Improvements, Destin-Fort Walton Beach Airport – Valparaiso, FL | Hambrecht served as the Project Manager responsible for the design of metal roofs to provide shelter and safety for the loading and offloading areas of the airport fuel farm. The project consisted of structural steel coverings over the offloading and loading areas at the fuel farm and a third shelter over the emergency generator. These canopies were designed to provide shade and protection from the elements during fueling operations. The loading area consisted of a cantilever canopy (24'x40') and the offloading area for the larger tanker trucks was a gable type roof (62'x32') construction. All included standing seam roofs, steel "H" columns and cords, shop welded and field bolted connections, and concrete foundations. Three Pan, Tilt, Zoom cameras were

added to the east side development. At the east terminal ramp gate, existing card readers were upgraded to dual height card readers (2 total) at both lanes of the entrance. Mr. Hambrecht provided cost estimating, change order evaluations and grant assistance.

Pavement Reconstruction Taxiway "T" and "H", Jacksonville International Airport – Jacksonville, FL | Mr. Hambrecht served as the Quality Control Manager and was responsible for the design of two major taxiways at JIA. Taxiway "T", a connector to Runway 13-31, was completely removed, shifted, and realigned as a part of the design effort. The determination of the proposed location required an analysis of the occupancy time on the runway, a comparison to other exit points, and service to cargo operations. The pavement section featured 16" of concrete over 8" of cement treated base. The design for Taxiway "H" was limited to concrete slab replacement and spall repair. Taxiway "H" serves as one of the main access points to the Terminal Apron and the General Aviation Area. Mr. Hambrecht also reviewed cost estimates for this project.

Northeast Corporate Center, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As the Quality Control Manager, Mr. Hambrecht provided detailed, independent review of estimated project costs This project included designing a 205,000-square-foot concrete apron for the future development of up to 10 hangars for medium to large corporate aircraft. The apron and connector taxiway were designed for ADG II aircraft, while a taxiway extension to the facility was designed for larger, Group IV aircraft. Major site elements included 0.5 miles of access roadway, area lighting, airfield NAVAIDS, stormwater piping, and dry pond construction. Subsurface utilities included a water main extension, gravity sewer loop, lift station, and underground power service. Since this project is in the approach to both Runways 27 and 21, significant analysis of part 77 surfaces was required as well as considerations for runway extensions and future RPZs.

Parcel 71 Development, Daytona Beach International Airport – Daytona Beach, FL | As the Quality Control Manager, Mr. Hambrecht was responsible for the design of a 70,000-square-foot asphalt apron for future corporate hangar development. The project included two connector taxiways, airfield electrical, utility infrastructure, access roads, perimeter access control, roadway lighting, construction phasing, and large concrete culvert installation. Permitting efforts included stormwater, floodplain compensation, sewer, water, County Development Order, and driveway connection.

7L-25R Runway Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | Mr. Hambrecht served as the Project Manager responsible for the design of the runway rehabilitation and reconstruction. This is the main runway for Daytona Beach with a length of 10,500'. Reconstruction was necessary for the 2,500' x 50' keel section to the 7L approach where significant pavement distresses occurred. Improvements to the keel involved replacing the asphalt with 15" of Portland Cement Concrete. Detailed grading plans provided milled surface contours and finished grades. Phasing plans accounted for the airport's different needs to provide multiple runways for the flight schools and Embry Riddle's use as well as sufficient length and wind coverage for the airlines. This was provided by incorporating multiple phases of displaced thresholds on 7L-25R and minimizing work zones on the 16-34, the intersecting runway.

Parcel 61 T-Hangars, Daytona Beach International Airport – Daytona Beach, FL | Mr. Hambrecht served as the Project Manager responsible for the design of an 11 unit stacked T-Hangar configuration. The project also included custom hangar specifications, design of stormwater systems, vehicular access improvements, and an aircraft taxilane to service the units.

18L-36R Runway Rehabilitation, Cecil Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Manager responsible for the design of the asphalt rehabilitation and concrete joint repair of Cecil Field's 12,500' runway. Approximately 7,000' of the center portion of the runway is bituminous asphalt, with roughly 5,000' on the south end and 300' on the north end consisting of Portland Cement Concrete (PCC). This project included milling and resurfacing plans, detailed phasing plans, marking plans, and rehabilitation of all the connector Taxiways "A2", "A3", and "B". Drainage design included the evaluation of the infield drainage system to replace pipes with lower maintenance ditches.

Exit Taxiways "C4" and "D", Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of angled exit taxiways in order to decrease runway

Doug Hambrecht, PE | Project Manager

occupancy times and improve safety for PBIA's main Runway 10L-28R. Plans included electrical design, phasing, safety, demolition, grading and drainage, permitting, and marking. Design efforts included a pavement design to accommodate 847,000-pound aircraft with shoulders and pavement designed for Group V.

South Taxilane Rehabilitation, Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of a 1,600-foot Group III Taxilane. The existing taxilane was removed, strengthened and reconfigured. Edge lighting and guide signs were also provided.

9R-27L Runway Rehabilitation, Cecil Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of the concrete and asphalt rehabilitation of the 8,000-foot runway, which included milling and resurfacing plans, detailed phasing plans, marking plans, concrete repair, and rehabilitation of all the connector taxiways. Also responsible for videotaping the drainage pipes and identified pipe repair areas under runway and FAA and tower coordination.

Hangar Development, Tallahassee International Airport – Tallahassee, FL | As the Lead Engineer for this project, Mr. Hambrecht was responsible for the civil design of a 25,000-square-foot hangar project at Tallahassee International Airport. Services included were parking design, sidewalks, utilities, landscaping, irrigation, apron access, drainage, site grading, permitting, fencing and gates.

Airfield Markings Improvements, Palm Beach International Airport – West Palm Beach, FL and North Palm Beach County General Aviation Airport – Palm Beach Gardens, FL | As a Project Engineer for this project, Mr. Hambrecht was responsible for the design of updated threshold markings, new enhanced centerline markings and runway hold position lines, and re-marked runway for non-precision approach.

14-32 Runway Extension, Jacksonville Executive at Craig Airport – Jacksonville, FL | Mr. Hambrecht served as the Project Engineer responsible for the preparation of preliminary plans for a 1,600-foot extension of Runway 32 and the parallel taxiway and prepared detailed cost estimates, engineer's reports, pavement design, drainage investigation, site permit requirements, NAVAID (MALSR, glideslope, threshold lights, and PAPI) relocation, and assisted with wetland mitigation.

General Consulting Contract/Multiple Projects, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Project Manager and was responsible for the planning, cost estimating, FAA and FDOT coordination, production of plans, specifications, reports, and construction management and construction inspection for numerous airfield projects. These projects include the rehabilitation of the majority of the airport's taxiways, new taxiway construction (3), the addition of paved shoulders and edge light replacement to Runway 18-36, a General Aviation Central Apron (6 Acre of new pavement), Cargo Apron (20 Acre of new Pavement), Passenger Boarding Bridge rehabilitation (2 new, 6 rehab), and 8 miles of perimeter road. Had a significant involvement in terminal work and several airfield and parking studies.

Rental Car Facilities, Pensacola International Airport – Pensacola, FL | Mr. Hambrecht served as the Project Manager and Lead Engineer responsible for the civil design of a 21-acre site involving the site design for rental car fuel islands, maintenance and office buildings, and automated wash buildings. Design/oversight responsibilities included water, sewer, grading, drainage, pavement, roadway design, parking, site lighting, security, landscaping, cost estimating, schedules, subcontractors, and plan production.

PAPI Installation, Destin-Fort Walton Beach Airport – Valparaiso, FL | As the Construction Manager for this project, Mr. Hambrecht was responsible for the replacement of the VASI system with a 4 box Precision Approach Path Indicator system.

Apron Lighting and Vault Replacement, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager responsible for the design and construction of 11 new high mast apron lights. Relocation of the voltage-controlled airfield system to a pre-cast enclosure with new home runs to lighting circuit.

Residential Sound Insulation Project, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Construction Manager responsible for the sound insulation upgrades to homes under the 36 departure/18 approach. Project included windows, doors, air conditioning and duct work, and other miscellaneous improvements.

Doug Hambrecht, PE | Project Manager

Taxiway "H", Bob Sikes Airport – Crestview, FL | Mr. Hambrecht served as the Project Manager responsible for the design and construction of a taxiway under a grant from Enterprise Florida. This taxiway serves C-130 aircraft for deliveries of technical parts to Manufacturing Technologies Inc., located adjacent to airport property.

Cargo Facility, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Construction Manager responsible for a new 12,000-square-foot cargo building, asphalt parking, concrete tug road/ GSE area, and a 75,000-square-foot aircraft apron.

Rental Car Development Project, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Lead Engineer and Project Manager responsible for the design and construction of a 40-acre development project. Project was designed for five rental car agencies and includes the design of separate facilities such as rental car offices, automated wash facilities, vehicle maintenance bays, and fuel distribution islands. Engineering design work consisted of site grading, storm drainage, SR 85 turn lanes, an entrance road, an aviation fuel farm of (130,000 gallons), rental car ready/return lots, rental car overflow lots for 800 vehicles, signage and pavement marking.

Airfield Perimeter Fence, Tallahassee International Airport – Tallahassee, FL | Mr. Hambrecht served as the Project Manager and Lead Engineer responsible for the design and construction of a new 10' high Wildlife Fence with "V" arm, triple strand barbed wire around the entire perimeter of the Airport. The total length of the project and length of new fence was 9.65 miles. A concrete footer was placed under the fence as a value engineered approved alternative to chain link fabric which prevented any digging by animals. Tight restrictions were placed in the specifications to not permit any gaps in the fence or between gates greater than 2" maximum width. All gates were upgraded to 10' aluminum.

Runway 9-27 and Associated Taxiways Electrical Improvements, Tallahassee International Airport – Tallahassee, FL | As the Project Manager, Mr. Hambrecht was responsible for the design and the construction of the replacement of all Runway lighting fixtures, replacement of airfield lighting cable, installation of runway guard lights for all runway-taxiway intersections and modifications of existing taxiway lead-on and lead-off centerline lights. Also included were electrical vault building constant current regulators, upgrade of the primary power distribution system from 240 volts to 480 volts, airfield lighting control system (ALCS) additions, installation of a new stand-by generator, and necessary modifications for a complete and functioning system including upgrades to the heating, ventilation, and air conditioning (HVAC) equipment.

GA Terminal, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Hambrecht served as the Project Manager/Lead Engineer responsible for the site work for a new General Aviation Terminal Building design to include parking lot design, apron improvements, utility relocation, demolition of existing buildings, drainage design, and permitting. He also served as overall Construction Manager during construction.

Taxilanes - Phase II, North Palm Beach County General Aviation Airport – Palm Beach Gardens, FL | Mr. Hambrecht served as the Project Manager responsible for the design of two ADG I Taxilanes, one ADG II Taxilane, and a concrete fueling apron for future T-Hangar construction.

T-Hangars, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Hambrecht served as the Project Manager/Engineer for the design of two T-Hangars consisting of a 14-unit and a 15-unit structure.

Airport Access Road, Sebastian Municipal Airport – Sebastian, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of a western and eastern access road to the airport.

Airfield Perimeter Road, Palm Beach International Airport – West Palm Beach, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of an airfield perimeter road.

City of Zephyrhills, FL | Mr. Hambrecht served as the Project Manager responsible for numerous projects including the Greenslope Drive Extension Project, the addition of City sidewalks for Greenslope, and the design of the Streetscape Project involving brick paver sidewalks, landscaping, parking lots and decorative lighting. Also, served as Construction Manager for all projects.

Doug Hambrecht, PE | Project Manager

U.S. 90 – Leon County, FL | Mr. Hambrecht served as the Project Engineer responsible for the design of storm drainage systems for a 4-mile multilane roadway improvement project.

Terminal Development Project, Tyler Pounds Field – Tyler, TX | Mr. Hambrecht served as the Project Engineer responsible for the design portion of a new aircraft apron, access road, loop road, and parking lots. Project also involved perimeter fencing, tollbooths, and sanitary sewer lines.

Riverbanks Zoo – Columbia, SC | Mr. Hambrecht served as the Lead Engineer and Project Manager responsible for $900,000 design of new alignment and also managed construction. Project included two creek crossings, numerous permits (environmental, state, utility, local) and extensive rock blasting and excavation.

U.S. Route 78 – Charleston, SC | Mr. Hambrecht served as the Project Engineer responsible for developing traffic control plans/construction sequencing for the US Route 78/I-26 interchange improvements project and the Phase II project which included the extension of U.S. 78 to U.S. 52. The project involved the widening of U.S. 78 from 2 to 5 lanes and 2 major intersections involving ramps, bridges, and interstate widening.

Palmetto Parkway, Ladson Industrial Park – Charleston County, SC | Mr. Hambrecht served as the Design Engineer responsible for roadway drainage design for a 2-mile two-lane roadway on new location.

Greenville Western Corridor – Greenville, SC | Mr. Hambrecht served as the Project Engineer responsible for phasing plans for the widening/relocation of a major roadway in a downtown environment.

S.C. 161 Improvements – Rock Hill, SC | Mr. Hambrecht served as the Design Engineer responsible for the preliminary geometry, drainage, and superelevation design for a four-lane urban section with curb and gutter.

Lexington County, SC | Mr. Hambrecht served as the Project Manager responsible for a $3.8 million paving and resurfacing program. Duties included horizontal and vertical alignments, pavement design, road design, drainage design, public meetings, preparation of construction documents, coordination of right-of-way acquisition, construction administration and inspection. Over the course of three years, 22 dirt roads were designed for a paved surface.

Richland County, SC | Mr. Hambrecht served as the Project Manager responsible for a $6 million paving and resurfacing program. The program included numerous roadway and drainage improvement projects. The tasks involved all aspects of design from PD&E to final plans, traffic analysis, permitting, construction administration and inspection. Total project duration was four years.

Charleston County, SC | Mr. Hambrecht served as the Project Manager responsible for the design of 6 roadway projects involving the paving of dirt roads.

Town of Irmo, SC | Mr. Hambrecht served as the Project Manager responsible for numerous roadway and sidewalk improvement projects.

U.S. Silica Sand Inc. – Gaston, SC | Mr. Hambrecht served as the Project Manager responsible for a one-mile road relocation project involving roadway design and the evaluation of several tunnel options to service the mining operation.

Charleston County, SC | Mr. Hambrecht served as the Project Manager responsible for 16-intersection improvement projects throughout the County. The design tasks included traffic feasibility studies and schematic interchange layouts.

Berkeley County, SC | Mr. Hambrecht served as the Project Manager responsible for 10 road paving projects and County resurfacing projects.

United Parcel Service Bridge over SC Hwy 302, Columbia Metropolitan Airport – Columbia, SC | Field Construction Engineer responsible for the layout and construction of a steel girder bridge and retaining walls over SC Hwy 302. The existing vertical grade of S.C. Route 302 was lowered by 28 feet to accommodate the construction of a 110-foot-long, single-span bridge structure interfacing between the new air cargo apron and the new UPS sorting facility on the other side of the state road. The also project involved the construction of two 1,500' tapered retaining walls that were 28' high at the abutments.



ELHAM FARZAM, PE

Principal-in-Charge, Pavement Design

EDUCATION:
MS, Civil Engineering (Structures), North Carolina State University (1984) | BS, Civil Engineering, North Carolina State University (1981)

EXPERIENCE:
Career: 1982 – Present
ICE: 2013 – Present

REGISTRATION:
Professional Engineer:
FL #37487
GA #020111
MI #6201044691
NC #013088
PA #082846
SC #10535
TN #18823
VA #0402032754
WV #016981

ORGANIZATIONS:
ASCE Member (since 1979)
Certified Safety Bridge Inspector by NHI / FHWA

Elham has over 36 years of hands-on experience in heavy-civil projects. He has had the honor to have worked on a number of challenging assignments in the surface and air transportation consulting field assisting federal, state and local authorities in the delivery of a wide variety of projects and programs involving planning, designing and construction.

EXPERIENCE

Henry E. Rohlsen Airport – St. Croix, USVI | Elham served as Project Director on this project that included the update of Airport Master Plan/ALP, update of Environmental Assessment Document and design and construction of 2,400-foot runway extension (to 10,001 feet) of Runway 9-27, and a new air traffic control tower, at an estimated total project cost of $17 million.

Memphis International Airport – Memphis, TN | Elham was the Project Director for this project that included design of the extensions to Taxiways "A" and "S" with the Memphis-Shelby County Airport Authority. The project consisted of approximately 112,000 cubic yards of unclassified excavation, 130,000 square yards of current treated base, 30,000 tons of bituminous surface/base course, and 77,000 square yards of 17-inch PCC pavement. The project was constructed in seven distinctive phases (including sub-phases in 5 of the 7 phases) in an effort to minimize the impact to aircraft operations. The project also included several FAA navigational aids (R/W 36R localizer, R/W 9 RVR, LLWAS, and R/W 18L MALSR) to be relocated.

Fort Wayne International Airport, Fort Wayne, Indiana

- *Loop Access Roadway Program*: Project Director for major landside development including short term and long term, rental and employee parking areas, loop access road, signage and graphics, landscaping, and utilities relocation.

- *Terminal Modernization Program*: Project Director for Construction phase for major terminal building renovation and expansion project including new bag claim wing, new ticketing wing, new concession core area, new upper concourse hold areas and gates, new regional hold area, concourse and gates, new signage and graphics including FIDS/BIDS. Project also included separate bid packages for loading bridges and furnishings.

Greenville-Spartanburg International Airport, Greer, South Carolina | Serving as the Project Director, Mr. Farzam was responsible for the design and construction of a $54 Million runway extension and strengthening project including a 3,400 foot runway extension involving over seven million cubic yards of earthwork, paving, lighting, a complicated NAVAIDs relocation program, and a 50,000+ square yard apron for two B747 aircrafts.

Columbia Metropolitan Airport, Columbia, South Carolina

- *UPS East Air Freight Facility -* Principal-In-Charge for the design and construction phases of the East Air Freight Facility as part of the new UPS Southeastern Hub facility. Project included construction of 180,000 sy of air carrier strength P.C.C. paved apron, aircraft deicing fluid collection, containment and disposal facilities, stormwater detention and sediment control facilities, relocation and widening of 3,200 ft. of a state road, a 50-foot wide bridge with a span of 106 ft. and 4,500 ft. of a 8 in. water main.

Elham Faram, PE | Principal-in-Charge, Pavement Design

- *Strengthening Extension of Runway 5-23* - Construction Project Manager for strengthening extension of Runway 5-23. The project includes a 3,000-foot extension of R/W 5-23 with permanent 1,000-foot relocation of R/W 23 threshold and 2,000 feet of extension of R/W 5.

McGhee Tyson Airport, Knoxville, Tennessee | Client Project Manager associated with Design and Construction of the following projects:

- *Air Cargo Facilities* - Design and Construction Project Manager for $8.3 Million project consisting of 600,000 cubic yards of excavations, 48,000 square yards of 15" P.C.C. pavement, emergency access road and various improvements to fences and gates.

- *Runway 23L Safety Overrun (AIP-08)* - Design and Construction Project Manager for final design and construction of a 1,000-foot extension to serve as a safety overrun area at the end of Runway 23L. This $750,000 improvement consisted of approximately 200,000 cubic yards of earthwork, drainage improvement, construction of an emergency perimeter access road, and installation of new airport security fencing including a 28 foot automatic electric gate.

- *Replacement of Airport Guidance Signs (AIP-08)* - Design and Construction Project Manager for replacement of approximately 100 L-829 signs with L-858, single or double face signs, including mandatory and information signs and installation of a 20kw regulator.

- *Site Preparation for Runway 5R Extension (AIP-09)* - Design and Construction Project Manager for construction of a 3,000-foot extension to increase the length of R/W 5R-23L to 9,000 feet. This $10.6 million project included construction of embankment utilizing 4,300,000 cubic yards of earth and rockfill, drainage improvements, utility relocations, and TNANG entrance road relocation to accommodate the runway extension.

- *Paving and Airfield Lighting for Runway 5R-23L (AIP-10)* - Design and Construction Project Manager for pavement strengthening of the existing Runway 5R-23L and construction of new pavement and lighting system for Runway 5R extension. This $3.8 million project also included rehabilitation of the existing airfield lighting, pavement grooving, and installation of shoulder underdrain.

- *Construction of Sedimentation Basin/Dam (AIP-12)* - Design and Construction Project Manager for construction of a sediment basin with sediment storage volume of 7 acre-feet, including a 1,500-foot long, 32-foot high earthfill dam and riser structure. The construction also includes excavation of 300,000 cubic yards of earth and rock.

- *Taxiway "B" (North Reconstruction)* - Principal-in-Charge for reconstruction of approximately 1,600 feet of rigid pavement section for Taxiway "B" (North), and the addition of rigid pavement fillets and lead in taper sections for Taxiway "G-6" and "G-7".

Myrtle Beach International Airport/Air Force Base, Myrtle Beach, South Carolina

- *Strengthening of Runway 17-35* – Elham served as the Design and Construction Project Manager for this project that included nighttime asphaltic overlay of center 7,500-foot of runway, reconstruction of two 1,000-foot concrete touch down areas and rehabilitation of airfield lighting system.

Shaw Air Force Base, Sumter, South Carolina

- *Replacement of Runway 4L-22R* - As the Design and Construction Project Manager, Elham oversaw the replacement of an existing runway with a new 10,000-foot concrete runway, including earthwork, major drainage improvement, new airfield lighting system and NAVAIDS, and aircraft arresting systems (BAK-12/14).

McEntire ANG Base, Eastover, South Carolina

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Elham Faram, PE | Principal-in-Charge, Pavement Design

Elham served as the Project Director for evaluation and repair/rehabilitation of a base-wide airfield pavement project in excess of $5 million. The work involved development of pavement evaluation program, NDI/PCI work, as well as preparation of construction documents for a $3 million worth of pavement repair and strengthening project.

DeKalb Peachtree Airport - Atlanta, GA | Elham was the Project Manager and directed the Firm's involvement with the design and construction of the "Airfield Pavement Improvements" Project at this busy General Aviation Airport consisting of the following work elements:

- Rehabilitation of Runway 2L-20R;
- Rehabilitation of Runway 2R-20L;
- Construction of an unpaved runway safety area for Runway 20R;
- Construction of asphaltic holding area/pad for Runway 20R;
- Construction of concrete holding area/pad for Runway 20L; and
- Rehabilitation and reconstruction of Clairmont taxilane/ramp and west ramp.

Knoxville Downtown Island Airport - Knoxville, TN | Elham was the Project Manager/Principal-in-Charge of the following projects:

- *Rehabilitation of Runway 8/26 (AIP-03*) – Rehabilitation of Runway 8/26 including asphaltic overlay of 40,000 square yards, single surface treatment for control of reflective cracking.
- *Rehabilitation of Parallel Taxiway (AIP-04)* –Rehabilitation of the 3,800-foot parallel taxiway, medium intensity taxiway lighting system, and the medium intensity lighting system for Runway 8-26.

Lancaster County Airport, South Carolina

- *3,800-Foot Extension of Parallel Taxiway* - Principal-in-Charge. The project includes 200,000 cubic yards of embankment, crushed aggregate base course, P-401 bituminous surface course, miscellaneous drainage structures and drainage pipe, and new medium intensity taxiway lighting system.

Stanly County Airport, North Carolina

- *Extension and Strengthening of Runway 4-22* – Elham served as Design Project Manager for an 800-foot runway extension and safety area widening, as well as taxiway turnarounds at both runway ends, and a new aircraft apron for North Carolina Air National Guard C-130 aircrafts.

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MICHAEL HIXSON, PE

Quality Control

EDUCATION:
BS, Civil Engineering (Transportation), Louisiana Tech University (1989)

EXPERIENCE:
Career: 1989 – Present
ICE: 2018 – Present

REGISTRATION:
Professional Engineer:
LA #PE.0029113
SC #16562

PROFESSIONAL AFFILIATIONS:
Louisiana Engineering Society | National Society of Professional Engineers

ORGANIZATIONS:
Louisiana Airport Managers & Associates

Mr. Hixson has many years in airport related projects as designer, engineer, project manager, and business developer. He provides site investigations, preliminary and final design for airport improvement projects, and applications for federal assistance. He has been involved at every level, from conception to completion, on many projects at airports in multiple states. He also provides on-site observation of construction to determine if the work done is in accordance with plans and specifications.

EXPERIENCE:

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Hixson serves as the Project Manager for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include the comprehensive management of the project, client coordination, QA/QC of plans and specs, and the overall visioning for the airport development. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airfield Pavement Rehabilitation, False River Regional Airport – New Roads, LA | This Airfield Pavement Rehabilitation project consists of full-depth reconstruction, milling, and overlay on Runway 18-36 and connector taxiways; Runway 18-36 full-depth repairs; parallel taxiway sealcoat; and pavement markings. Mr. Hixson is currently serving as the Project Manager, and his responsibilities include overseeing construction engineering services, responding to RFIs, unforeseen conditions remediation, and supplemental funding requests. While with a previous employer, Mr. Hixson also served as Senior Project Manager for this project and was responsible for overseeing the design services.

Master Services Agreement (2018-2021), False River Regional Airport – New Roads, LA | Mr. Hixson is currently serving as the Project Manager responsible for client management, securing funding from LaDOTD and FAA, oversight of design and bidding, and construction administration support. Projects completed to date include Automated Weather Observing System (AWOS), Pavement Defects Investigation, Sealcoat/Rejuvenator, Drainage Rehabilitation, Pavement Rehabilitation, Apron Overlay, Detailed Airport Layout Plan/Mini Master Plan, Airfield Pavement Rehabilitation (Design), and Localizer Equipment Shelter and DME. Current project includes Airfield Pavement Rehabilitation (Construction) and Drainage Rehabilitation and Hangar Development Phase I.

Master Services Agreement (2018-2023), DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Hixson currently serves as the Project Manager and is responsible for client management, securing of funding from LaDOTD and FAA, oversight of bidding, and construction administration support. Projects completed to date include Parallel Taxiway Extension, Automated Weather Observing System (AWOS), Fuel Farm, Aircraft Hangar, Access Road and Gate Improvements, Lighting Rehabilitation, Runway and Mid-Apron Crack Seal and Sealcoat, Perimeter Fencing (Design), Upgraded PAPIs to LED and Taxiway Centerline and Edge Reflectors. Current projects include Perimeter Fencing – Phases II and III (Construction).

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Michael Hixson, PE | Quality Control

Master Services Agreement, Allen Parish Airport – Oakdale, LA | Mr. Hixson has served as Project Manager on various projects at the Allen Parish Airport since 2013. As the Project Manager, his duties and responsibilities include client management, securing of funding from LaDOTD and FAA, oversight of bidding, and construction administration support. The projects that Mr. Hixson has completed to date include Runway 18 N. Drainage Rehabilitation, Airfield Pavement Sealcoat and Remarking, and Obstruction Removal – Environmental Services. Current project includes Obstruction Removal Design and Construction.

Runway 36 RPZ Obstruction Removal, Allen Parish Airport – Oakdale, LA | Mr. Hixson is serving as the Project Manager overseeing all phases of this contract. This project consists of the removal of existing forested areas along the Allen Parish Airport in order to accommodate required sight planes and minimize long-term maintenance. A project study was previously identified, and a wetland delineation conducted to identify any wetland and other waters of the US (WOUS). The project scope consists of the removal of trees and brush areas considered obstruction to Runway 36 end.

Runway 14-32 Extension Engineering and Environmental Services, Alexandria International Airport – Alexandria, LA | Mr. Hixson served as Project Manager providing assistance for the Runway 14-32 extension project. He was responsible for preliminary design, schematic design, overall project coordination between consultants for Runway, and Taxiway design. The scope of work as part of this contract included project scoping, scheduling, and data collection; perform initial site visits; and assist with land acquisition. Other services included performing an environmental assessment, including permitting and mitigation; provide NAVAIDs coordination and approach obstruction evaluation; develop a special hydrological analysis and stormwater pollution prevention plan; and prepare a preliminary engineering report.

Runway 18/36 and 13/31 Intersection Rehabilitation, Hammond Northshore Regional Airport – Hammond, LA | Mr. Hixson served as the Project Manager and his responsibilities included client management, funding procurement, production staff oversight for Pavement Evaluations, Airfield Design, and Grant Administration, as well as sub management, and financial management. This project consisted of providing preliminary design, final design, bidding, construction administration, and resident project representative services for reconstructing the PCC pavement within and on all sides of the Runway 18-36/13-31 intersection. The existing PCC pavement on Runway 13-31 between the bituminous sections (approximately 1,550') was removed and reconstructed. The pavement width was reduced from 150' to only 100' to match the rest of the runway which had already been reconstructed in previous projects. Reduction of the pavement width included removal of 25' of concrete shoulders on both sides of Runway 13-31. This reconstruction encompassed all of the remaining PCC pavement on Runway 13-31.

Multi-Year Contract, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson served as the Project Manager for this project and his responsibilities included developing and implementing an aggressive airport expansion program necessary to accommodate larger aircraft used by tenants of nearby Port Fourchon. The short-term goal was to extend, widen, and strengthen the existing runway; construct a full parallel taxiway; and install airfield lighting, signage, and NAVAIDs. Projects completed to date include extending and widening the existing 3,800-foot-by-75-foot runway to 6,500-foot-by-100-foot, AWOS installation, airfield lighting and signage, construction of a new stub-taxiway, runway strengthening, safety area improvements, instrument landing system and perimeter fencing, taxiway connector, and parallel taxiway.

Taxiway "A" North Paving Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson, Project Manager, was responsible for client management, funding procurement, production staff oversight for Pavement Evaluations, Airfield Pavement Design, Airfield Design, and Grant Administration, as well as sub management, and financial management. The consultant provided design, environmental, grant, bidding, and construction administration services for the Taxiway "A" North paving project. The project was bid with two scenarios: Bid Scenario A (awarded) included an asphalt pavement section; and bid scenario B, a Portland Cement Concrete (PCC) pavement section. For each scenario, the base bid and alternate bid were included. The base bid provided a partial parallel taxiway, and the alternate bid provided a full length parallel taxiway. The Base Bid Scenario A included construction of approximately 2,900 linear feet of a new asphalt

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parallel taxiway from the approach end of Runway 18 to the existing apron connector taxiway and 1,200 linear feet of new connector taxiways. The taxiway and connectors were designed and built to accommodate service for Aircraft Approach Category C-II.

Runway 13/31 Overlay and Taxiway B Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Hixson's responsibilities included coordination between the consultant and all predesign and design subconsultants, design oversight, plan review, cost estimating and construction site visits during the Construction Administration phase of the project. During the design phase, he was responsible for development of construction phasing, which was necessary due to project impacting all three runways and majority of taxiways.

Pavement Defects Investigation, False River Regional Airport – New Roads, LA | Mr. Hixson served as Project Manager and was responsible for overseeing all aspects of the project. The consultant was retained to evaluate a runway pavement issue. The issue appeared to be a base failure and the consultant coordinated a subsurface exploration to determine the cause and limits of failure.

Pavement Condition Index (PCI) Study – LA | As Project Manager, Mr. Hixson was responsible for client management, provided coordination and support for the PCI team, and provided close out report briefing to the owner. The consultant evaluated and inspected airport runways, taxiways, and aprons through visual inspection in accordance with the American Society for Testing and Materials (ASTM) manual D5340-98, to determine the pavement condition index (PCI) number for the state's 48 National Plan of Integrated Airports System (NPIAS) airports. The consultant investigated existing conditions and prepared a detailed report that included the PCI number of each airport, an overall PCI value of the airports surveyed, and a summary of the surfaces inspected at each airport.

Airfield Pavement Crack Sealing and Remarking, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for client management, and oversight of design, bidding, and construction administration. The consultant provided engineering services for airfield pavement crack sealing and replacement of pavement markings. Services included grant administration, design, bidding-phase support, and construction administration.

Runway 18-36 Pavement Sealcoat and Remarking, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager, Mr. Hixson was responsible for client management, grant administration, and oversight of design, bidding, and construction administration. The consultant provided engineering services for the Runway 18-36 pavement sealcoat and remarking. Services included design, bidding-phase support, and construction administration. The project consisted of application of coal-tar rejuvenator/sealer to, and remarking of, Runway 18-36, heliport taxiway asphalt pavement, and apron and Taxiways A, A1, and A2.

Drainage Rehabilitation, False River Regional Airport – New Roads, LA | Mr. Hixson served as Project Manager and was responsible for grant management, QA review, bidding phase support, and construction site visits for an isolated pavement repair on a general aviation runway. The consultant provided all required professional services to design, bid/solicit proposals, and administer construction for drainage rehabilitation between Runway 18/36 and the parallel taxiway. The project was necessary to improve safety and provide a long-term solution to drainage and erosion issues around the infield inlets.

Overlay Runway 13/31 and Taxiway "B" Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson, Project Manager, was responsible for coordination between the consultant and all predesign and design subconsultants, design oversight, plan reviews, cost estimating and construction site visits during the Construction Administration phase of the project. During the design phase, he was responsible for development of construction phasing, which was necessary due to project impacting all three runways and majority of taxiways. Michael Baker provided This project consisted of civil, electrical, and navigation aid (NAVAID) design and construction support for overlay of primary Runway 13/31 and reconstruction of parallel Taxiway "B". The project also included complete airfield lighting rehabilitation for these areas and associated connector taxiways and necessary drainage improvements within the project area.

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Perimeter Fence and Gate Improvements, David G. Joyce Airport – Winnfield, LA | As Project Manager, Mr. Hixson was responsible for design oversight, plan review and client management. The consultant provided design, biding phase services, and construction administration for perimeter fence and gate improvements. The project generally consisted of removing the existing fence, clearing the property boundary, and installing approximately 13,415 linear feet of chain-link perimeter fence and gates to serve as a security fence. Items of work included removing existing barb-wire fencing, clearing and grubbing the property boundary, constructing new chain-link fencing and gates, installing erosion control measures, and seeding areas of disturbed soil.

Runway Pavement Repairs, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for funding coordination between LaDOTD and FAA, client management, and oversight of design, bidding, and construction administration. The consultant provided engineering and design services for removal and reconstruction of approximately 1,000 square yards of failing asphalt pavement. Services included grant administration, design, bidding, construction administration, and resident project representative.

Terminal Area Improvements, Monroe Regional Airport – Monroe, LA | As Client Services Manager, Mr. Hixson was responsible for client management, grant administration, design phase services, and oversight of bidding and construction administration. The consultant provided inventory, programming, program management, project design, and construction administration for a new commercial terminal area and related facilities. The new commercial terminal, loop road expansion, public and rental car parking, and rental car service areas were constructed in four major phases over a period of roughly three and a half years, allowing for continued operations of existing facilities. The terminal design reflects the local character as a gateway to the City of Monroe and the character of the region. Use of stone on the interior and exterior, and natural cypress wood in key interior spaces, provides a warm and inviting introduction to the community that is reflective of the natural beauty of the area.

Apron Expansion for New Terminal, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Hixson, Project Manager, was responsible for client management; grant administration; and oversight of design, bidding, and construction administration. This project consisted of approximately 18,485 square yards of new asphalt apron pavement, 1,900 square yards of new asphalt apron and taxilane pavement and approximately 111 square yards of new 10-inch thick concrete pavement for an aircraft fueling pad, and approximately 1,200 square yards of new asphalt pavement for a taxilane extension. The project included unclassified excavation, offsite borrow material, demolition of existing bituminous pavement and incidental site features, construction of pavement, aggregate base and grassed shoulders, storm drainage pipe, installation of erosion control measures and installation of pavement marking and surface mounted reflectors for the new apron pavement. Other work included demolition of 48 aircraft tiedowns and installation of 42 new aircraft tiedowns. The consultant provided design, bidding, construction administration, and resident project representative services for this project.

Runway Sealcoat and Marking, David G. Joyce Airport – Winnfield, LA | As Project Manager, Mr. Hixson was responsible for oversight of design and provided bidding and construction administration support. The consultant provided design, bidding, construction administration, resident project representative services for cleaning and sealing of approximately 15,000 linear feet of asphalt cracks; application of approximately 36,715 square yards of rejuvenator/sealer to airfield pavement; and replacement of approximately 29,335 square feet of airfield markings.

Airport Layout Plan Update, David G. Joyce Airport – Winnfield, LA | Mr. Hixson, Client Services Manager, was responsible for client management. The consultant led the effort for the Airport Layout Plan (ALP) update that was completed in the fall of 2015. By conducting a detailed evaluation existing and forecast aviation activity at the airport, the study identified a preferred alternative that illustrated several projects that were prioritized for implementation during the duration of the 20-year planning period.

Airport Lighting Rehabilitation, Alexandria International Airport – Alexandria, LA | As Client Services Manager, Mr. Hixson was responsible for client management; and oversight of design, bidding and construction administration.

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Runway 18N Drainage, Allen Parish Airport – Oakdale, LA | Mr. Hixson served as Project Manager and was responsible for client management; quality review of design; and oversight of bidding and construction administration.

South Air Carrier Apron Repair, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson, Operations Manager, was responsible for client management, quality review of the design phase services, and oversight of the bidding and construction administration.

Vault Electrical Design and Construction Services, Alexandria International Airport – Alexandria, LA | As Operations Manager, Mr. Hixson was responsible for client management and oversight of the design, bidding, and construction administration services.

Independent Fee Estimate for Rehabilitation of Taxiway "A", Alexandria International Airport – Alexandria, LA | Mr. Hixson served as Project Manager and was responsible for completing an Independent Fee Analysis for the Rehabilitation of Taxiway "A" for the Alexandria International Airport.

Obstruction Removal, False River Regional Airport – New Roads, LA | Mr. Hixson, Project Manager, was responsible for client management and oversight of project.

EMAS Review, Lafayette Regional Airport – Lafayette, LA | Mr. Hixson served as Project Manager and was responsible for Quality Review of EMAS Plans and Specifications that were prepared by another design firm. Provided the owner with a summary of what items needed to be addressed per the scope of services.

Runway 11-29 Rehabilitation, Lafayette Regional Airport – Lafayette, LA | As Operations Manager, Mr. Hixson was responsible for client management and quality review of the design phase services.

I-49 Support Services (Phase I), Lafayette Regional Airport – Lafayette, LA | Mr. Hixson served as the Project Manager and was responsible for design support services per the owner's request regarding airport operations pertaining to the development of I-49 highway surrounding the airport. His role included meeting and coordinating with FAA, state, and other stakeholders; conducting report/plan reviews; and preparing studies, reports, and design plans.

Runway Rehabilitation, Hammond Northshore Regional Airport – Hammond, LA | Mr. Hixson served as Operations Manager and was responsible for client management; funding assistance coordination with LaDOTD and FAA; oversight of design; and coordination with subconsultants.

Terminal Apron Expansion, Greater Lafourche Port Commission – LA | Project Manager Responsible for construction administration oversight and client management.

Airport Rescue and Firefighting (ARFF) Station Expansion Engineering Services, Lake Charles Regional Airport – Lake Charles, LA | Mr. Hixson served as Client Services Manager. The consultant is providing architecture, civil, structural, mechanical, and electrical engineering services for the design of the Lake Charles Regional Airport Rescue Fire and Fighting (ARFF) station expansion project. The project includes the addition of approximately 2,500 to 3,000 square feet to the ARFF building. Services will be divided into two basic parts: schematic design and construction documents.

Rehabilitation of Runway 13-31 and Reconstruction of Parallel Taxiway B, Baton Rouge Metropolitan Airport – Baton Rouge, LA | Mr. Hixson served as Project Manager and Design Engineer and was responsible for the rehabilitation of Runway 13-31 and reconstruction of parallel Taxiway B. Project included partial depth milling and overlay on Runway 13-31 and reconstruction of existing PCC taxiway pavement and new runway and taxiway edge lighting and guidance signs.

Expansion of Air Carrier Aircraft Parking Apron, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager and Design Engineer, Mr. Hixson was responsible for the expansion of the air carrier aircraft parking apron. Project included new PCC pavement, edge lighting, and guidance signs.

Reconstruction of Primary Runway 4L-22R, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager and Design Engineer, Mr. Hixson was responsible for the reconstruction of primary Runway

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4L-22R. Project included full depth reconstruction of existing PCC runway pavement, new runway edge lighting, centerline and Touch Down Zone lighting. The preliminary phase of this project included a study of existing and proposed aircraft activity to determine design aircraft, as well as cost-benefit analysis of various rehabilitation and reconstruction alternatives. Following completion of the runway reconstruction, the Owner issued supplemental agreements for design services in connection with a 600-foot runway extension, including parallel taxiway, as well as Threshold Siting Studies for each end of the two air-carrier runways.

Airport Master Plan Update, Monroe Regional Airport – Monroe, LA | As Project Team Engineer was responsible for update of Airport Master Plan.

New Passenger Terminal, Monroe Regional Airport – Monroe, LA | As Project Team Engineer, was responsible for new Passenger Terminal. Responsibilities included airside civil design and overall project coordination.

Airfield Lighting Rehabilitation, Monroe Regional Airport – Monroe, LA | As Project Team Engineer, was responsible for Airfield Lighting Rehabilitation Project.

Runway Extension, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager and Design Engineer was responsible for 2,700-foot runway extension, full parallel taxiway, airfield NAVAIDS and new electrical vault.

Runway Extension, Huntsville International Airport – Huntsville, AL | As Design Engineer was responsible for 4,600-foot extension of Runway 36.

Runway Extension, Columbia Metropolitan Airport – Columbia, SC | As Project Team Engineer, was responsible for 4,300-foot extension of Runway 11 and roadway tunnel under extension.

Airport State Road Relocation, Piedmont Triad International Airport – Greensboro, NC | Mr. Hixson served as Project Manager and Design Engineer and was responsible for relocation of on-airport state road. Project included new 6-lane signalized intersection with existing 4-lane state highway, revised entrance to existing office park, and relocation of major utilities.

Runway Rehabilitation, Piedmont Triad International Airport – Greensboro, NC | As Project Manager and Design Engineer was responsible for rehabilitation of 10,000-foot runway and new high-speed exit taxiway.

FedEx Hub, Parallel Runway and Taxiway, Piedmont Triad International Airport – Greensboro, NC | As Project Team Engineer, Mr. Hixson was responsible for supplemental design and planning for new FedEx hub, new parallel runway and dual cross field taxiways, and various roadway improvements.

Master Plan Update, Rockingham County NC Shiloh Airport – Rockingham County, NC | Project Manager and Design Engineer responsible for update of Airport Master Plan.

Apron Rehabilitation, Kinston Regional Jetport – Kinston, NC | Project Engineer responsible for ARFF apron rehabilitation.

Site Preparation, Piedmont Triad International Airport – Greensboro, NC | Project Manager and Design Engineer responsible for site preparation for future air cargo expansion project.

Apron Expansion and Taxiway Construction, Piedmont Triad International Airport – Greensboro, NC | Project Team Engineer responsible for design of apron expansion and taxiway construction.

Parking Lot Design, Piedmont Triad International Airport – Greensboro, NC | Project Engineer. Responsible for design of employee parking lots.

Apron Design, Piedmont Triad International Airport – Greensboro, NC | Project Team Engineer responsible for design of air cargo apron.

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Runway 5-23 and Parallel Taxiway, Davidson County Airport – Lexington, NC | Project Engineer responsible for design of a new Runway 5-23 and parallel taxiway, airport entrance road, apron, and T-Hangars.

Parking Lot Design, Mt. Airy/Surry County Airport – Mount Airy, NC | Project Engineer responsible for design of automobile parking lot.

Runway Rehabilitation Design, Martin County Airport – Williamston, NC | Project Engineer responsible for design of runway rehabilitation project.

Runway Extension Design, Stanly County Airport – New London, NC | Project Team Engineer responsible for design and site grading for runway extension and strengthening.

Runway, Taxiway, and Apron Reconstruction, Laurens County Airport – Laurens, SC | Project Team Engineer responsible for design and site grading for the reconstruction of a runway, taxiway, and apron; and for extension of a safety overrun.

Runway Rehabilitation, Lancaster County Airport – Lancaster, SC | Project Team Engineer responsible for design and site grading for runway rehabilitation.

Runway Extension and Partial Parallel Taxiway Construction, Laurens County Airport – Laurens, SC | Project Team Engineer responsible for design and site grading of a 400,000 C.Y. embankment for a runway extension and partial parallel taxiway construction.

Parking Lot Design, Columbia Metropolitan Airport – Columbia, SC | Project Team Engineer responsible for design and site grading for multiple automobile parking lot projects.

Taxiway Rehabilitation, Darlington County Airport – Darlington, SC | Project Team Engineer responsible for design and site grading for the reconstruction/rehabilitation of a taxiway.

Runway Rehabilitation, Knoxville Downtown Island Airport – Knoxville, TN | Project Team Engineer responsible for design and site grading for runway rehabilitation.

Runway Inspection, Columbia Metropolitan Airport – Columbia, SC | Construction Inspector responsible for inspection of runway extension and strengthening, taxiway construction, and runway grooving.

Parallel Taxiway and Cross-Field Taxiway, Memphis International Airport – Memphis, TN | Project Team Engineer responsible for horizontal geometry design, joint layout, site grading, and project coordination of a partial parallel taxiway and cross field taxiway.

Design and Site Grading, Myrtle Beach International Airport – Myrtle Beach, SC | Project Team Engineer responsible for design and site grading for two high speed exit taxiways.

Runway 3-21 Rehabilitation, Greenville-Spartanburg International Airport – Greenville, SC | Project Team Engineer responsible for design and site grading, project coordination between three design teams, cost estimates, and presentation quality of final plans for strengthening of Runway 3-21.

Access Road Design, Greenville-Spartanburg International Airport – Greenville, SC | Project Engineer responsible for design of new access road, horizontal and vertical geometry, grading, drainage, and plan production.



HAMED JAFARIAN, PE

Airside Design

EDUCATION:
MS, Civil Engineering, University of South Florida (Pending)
BS, Civil Engineering, Azad University (2002)

EXPERIENCE:
Career: 2004 – Present
ICE: 2016 – Present

REGISTRATION:
Professional Engineer:
FL #76516
GA #PE039012

CERTIFICATES & TRAINING:
- ICPR
- Streamline Technologies
- Stormwater Retention
- Stormwater Quality and Erosion Control Overview
- ACF 2012
- Civil3D Core Concept
- Autodesk

Mr. Jafarian has more than a decade of experience in the design, project management, and plans preparation for aviation-related projects at numerous airports in Florida and the southeast. He has worked on numerous projects involving the design of runways, taxiways, aprons, airport lighting systems, and other airport infrastructure. He specializes in geometric design of airport runways, taxiways, aprons, airport lighting systems, drainage systems, and other airport infrastructures based on Federal Aviation Administration (FAA) Advisory Circulars and roadway facilities in accordance with FDOT criteria and regulations. Some other areas of expertise are preparation of stormwater pollution prevention plans, pre- and post-development maps, and flood plain compensation calculations.

Mr. Jafarian's airport services extend to FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA), airside and landside civil design, engineer's report and other associated services. He has designed flexible and rigid pavements for airports using the FAA programs and has prepared quantities and engineer's estimates for many projects. He has performed a broad range of highway design tasks including horizontal and vertical geometry, pavement design, signing and marking plans, traffic signal installation, utility adjustments, ITS design, MOT plans, quality control, estimates, quantities, and engineer's reports.

EXPERIENCE:

Crack Repair, Seal, and Restripe Runway 18/36, Ocala International Airport – Ocala, FL | Mr. Jafarian served as the Project Manager responsible for designing the crack repair, sealing, and restriping of Runway 18/36. He designed the work in accordance with the requirements of the Federal Aviation Administration (FAA) and the Florida Department of Transportation. A seal coat will be required to limit the iron oxide from the aggregate and rust surface water flow affecting the white edge markings. It will also serve to rejuvenate and slow the raveling of existing pavement and provide a black surface for pilot visibility. A crack seal program will be employed prior to sealing. Mr. Jafarian is responsible for bidding services and will oversee the construction of the crack repair, sealing, and restriping of Runway 18/36. He prepared the contract documents for bidding including front end general provisions, general requirements, and technical specifications for the project. Mr. Jafarian also prepared the FAA grant application for construction, prepared the Construction Safety and Phasing Plan (CSPP), and prepared the details and marking plans for restriping Runway 18/36.

Ocala Gaslight – City of Ocala, FL | Mr. Jafarian was responsible for preparing conceptual drawings for the court house parking lot. Completion date was 2014 with a construction cost of $64k.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This project created additional ground loading apron spaces or overflow rest overnight (RON) space for aircraft to base overnight for early flights when all the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE worked with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). Mr. Jafarian, serving as Lead Design Engineer, was responsible for the design of the expansion of the aircraft parking aprons west of the existing apron to add parking positions, with five spaces provided for the airbus A-321 aircraft. The apron consisted of a combination of asphalt adjacent to the taxiway

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and concrete at the parking positions. The scope included field surveys, geotechnical investigation, geometric layouts, pavement design, stormwater management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocating security fence, signage, pavement markings, bidding, and construction services.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Dayton Beach, FL | This project consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights. ICE served as a subconsultant and performed the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the project. Mr. Jafarian served as a Project Engineer and was responsible for the design of the project phasing and preparing construction safety plans including the OE/AAA permit.

Apron Expansion, Punta Gorda Airport – Punta Gorda, FL | Mr. Jafarian served as a Project Engineer for the design of the expansion of the aircraft parking aprons at the Punta Gorda Airport which experienced rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add parking positions, with three spaces provided for the airbus A-320 aircraft. The apron consisted of a combination of asphalt adjacent to the taxiway and concrete at the parking positions. Drainage was accommodated using trench drains tied to an underground drainage system. These positions were remote from the terminal, requiring a covered walkway to all three positions. The services included: field surveys, geotechnical investigation, geometric layouts, pavement design, storm water management design and permitting, high mast light standards and electrical modifications, relocation of a pump station, blast fence design and relocate security fence, signage, pavement markings, bidding, and construction services.

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Jafarian serves as the Civil Engineer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include grading of all aspects of the airport using AutoCAD Civil 3D including the entrance road, apron, taxiway, and runway. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Hangar D, Sebastian Municipal Airport (X26) – Sebastian, FL | Mr. Jafarian is serving as a Project Manager for this design-build project that includes a total building footprint of 11,310 square feet, which can accommodate three King Air 200 or three Pilatus aircraft segregated with an interior wall or fenced partitions. The three storage hangars are 65 feet by 58 feet with 60-foot wide bi-fold hangar doors. The project also includes a 3,000-square-foot office space compatible for future FBO or Airport Business Tenant; 2,000 square feet of office space for local businesses; and two parking lots. The project includes site pavements for apron, taxilanes, and parking, as well as stormwater management. ICE designed the site improvements necessary for the development and the permits. The building will be contractor selected, pre-engineered, and based on detailed specifications prepared by ICE with input from the Airport Director. The design includes taxilane modifications, parking, lighting, utilities, sidewalks, landscaping, irrigation, and drainage. A plan set will be developed for the building to illustrate exterior elevations, floor plans for office space, work areas, windows, doorways, and restrooms. Basic electrical requirements, a code review, and sprinkler system needs will also be detailed. Mr. Jafarian is responsible for the professional services associated with design, permitting, bidding, and construction administration.

Airport Pavement Strength Analysis and Report, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As an Engineer, Mr. Jafarian was responsible for preparing PCN study report per FAA criteria for three runways and all taxiways and aprons within the airport. ICE prepared an Airport Pavement Strength (PCN) Report and

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analysis for the City of Baton Rouge/Parish of East Baton Rouge on behalf of the Baton Rouge Metropolitan Airport. The scope of service included preliminary investigation and inventory, pavement inspection, data analysis and quality control, geotechnical engineering, and preparation of the final report.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Charleston County, SC | Mr. Jafarian is serving as an Engineer and responsible for geometry design and grading the chassis yard and related site. This project consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

VHB Metropolitan Airport Systems Study – Mobile, AL | Mr. Jafarian served as a Project Engineer responsible for providing rough order of magnitude cost estimating services for this project that consisted of determining if it is cost effective to have commercial air services at Mobile Downtown Airport (BFM) and evaluated if changing the roles of the Mobile Regional Airport and the Mobile Downtown Airport will provide better air service options in the future. Careful consideration was made as to how a role change would affect economic development coupled with known major infrastructure projects on and around the airports. It was also determined if the potential future economic impacts and regional benefits of adding St. Elmo Ail-port under the ownership and operation of the Airport is beneficial to BFM.

Airport Landside and Terminal Parking Lot Improvements, St. Pete Clearwater International Airport – Clearwater, FL | Mr. Jafarian was an Aviation Engineer for the design assistance and phasing plans for the reconfiguration and realignment of the existing ¾ mile long entrance road and the reconfiguration and expansion of the existing parking lots at the Airport. As a subconsultant, ICE performed the preliminary entrance roadway/parking lots geometric design and layout, quality control reviews, and developed the overall construction sequencing plans for the project to ensure continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction.

Taxiways "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Jafarian served as an Aviation Engineer responsible for designing several new parallel taxiways to enhance safety at this uncontrolled airport. The purpose was to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side was constructed with a partial parallel (Taxiway "D") on the south side. The project also included Taxiway "E," a partial parallel taxiway to Runway 10-28 along the south side to move the main General Aviation traffic to the runways. Mr. Jafarian designed all work in accordance with the 13A Advisory Circular geometry requirements, and he assisted with stormwater designs which were performed to minimize ponds by sheet flowing runoff for treatment through the Water Management District. Mr. Jafarian performed airfield signage design, pavement design, pavement marking design, and prepared a Construction Safety and Phasing Plan (CSPP). He was also responsible for performing geometric design, FAA coordination, setting alignments, plan production, bidding services, construction administration, and submittal reviews.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian served as a Project Engineer for design, construction plans, and construction phase services for the replacement of existing portable hangar buildings J-4 and J-5. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway "F". The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Taxilane and drainage infrastructure were already in place through a past project designed by ICE staff. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage

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pipes, and the relocation of the taxilanes to line up with the new doors. On the building, ridge vents were provided for air circulation. Exterior building mounted LED lights were provided for taxilane illumination. Door types were bifold type. Building manufacturer was Erect-a-Tube.

DFW Pavement Condition Index Study – Dallas Fort Worth, TX | Mr. Jafarian served as a Civil Engineer responsible for preparing PCI, SCI, and FOD exhibits, evaluation and quality control of inserted data into MicoPaver, and comparison to field inspections using GIS.

Runway 11-29 Safety Area Improvements, Merritt Island Airport – Brevard County, FL | Mr. Jafarian was the Civil Engineer responsible for preparing air space study checklist drawings and details.

Runway Exit Connector Taxiway "J", Sarasota Bradenton International Airport – Sarasota, FL | As a Civil Associate, Mr. Jafarian assisted with the design of a 6,500-square yard asphalt paved ADG III runway exit connector taxiway between the main air carrier Runway 14-32 and parallel Taxiway "C". Stormwater design, permitting, and airfield lighting and guidance signage were also included in the project. Construction administration services and part-time inspection services were also provided during construction.

Taxiway "G", Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with providing engineering services for the design and preparation of final construction documents for the construction of the proposed 1,200 feet Taxiway "G", which will connect Taxiway "H" to Taxiway "C" at the intersection of Taxiway "C-2". The project required modifications to Taxiways "H" and "C" by providing the required pavement tapers at the intersections meeting the requirements for a Group III aircraft. Design of this project consisted of the geometric design, pavement design, drainage design, and the preparation of construction plans in accordance with the FAA Standards and Design Criteria.

Security System Fiber Optic Duct and Phone Line Phase 1, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with designing a fiber optic line and duct bank running from the terminal building to the Aircraft Rescue and Firefighting (ARFF) facility for connecting the airport communications center in the terminal building with the ARFF. The duct had to go under the terminal apron and across Runway 4-22 and parallel taxiways via directional bore installation.

Taxiway "F" Rehabilitation, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian provided professional services associated with design and construction of the Taxiway F Rehabilitation project which consisted of milling and overlaying the taxiway with a nominal two-inch bituminous surface course and minor new pavement construction to enlarge turning radii at an intersecting taxilane. This project included a site investigation and the completed final design consisted of pavement, pavement rehabilitation, and construction plans. He coordinated with the client, Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and geotechnical and survey subconsultants while also developing and distributing bidding documents and providing construction administration services.

Airfield Perimeter Service Road Relocation and Widening Phases 1, 2, and 3, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian assisted with design and construction administration for the widening of approximately 1.7 miles of an existing airfield perimeter service road from one to two lanes and construction of approximately 2.3 miles of new two lane roadway undertaken to allow two-way traffic and open up the midfield and other areas of the airport to public accessible development. This project included drainage design and SWFWMD and Sarasota County permitting. Due to funding limitations, the project was split into three phases.

Master Lighting Plan, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Jafarian was responsible for providing a comprehensive master lighting and inventory plan and details for the whole airport.

Runway 14-32 Runway Safety Area Improvements, Palm Beach International Airport – Palm Beach, FL | Mr. Jafarian assisted with the design of safety area improvements consisting of the installation of an Engineered Materials Arresting System (EMAS). Coordination with ESCO (EMAS manufacturer) and the FAA was required in order to develop the proper design. Key aspects of the project included relocation of the existing crash gate to maintain ARFF access to the runway without impacting the arrestor bed and maintaining taxiway access across

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the end of the runway during construction. Design started in March 2010 and was completed in June 2010. Construction began in May 2011 and was completed by July 2011.

Taxiway "L" Extension, Palm Beach International Airport – Palm Beach, FL | As a Civil Associate, Mr. Jafarian was responsible the design of the Extension of Taxiway L. This taxiway was designed for ADG III with accommodations for expansion to ADG IV. It provided Runway 10L-28R with a full length parallel taxiway on both sides and a parallel taxiway to the future extension of Runway 10R-28L. This project included relocation of exiting Runway 28R Glide Slope and FAA control cabling along with the design of stormwater management facilities meeting SFWMD requirements for water quantity and quality discharges. Services also included assisting the PBCDOA with construction administration.

Wetland Wildlife Hazard Abatement, Palm Beach County Department of Airports – Palm Beach Gardens, FL | Mr. Jafarian was the Civil Engineer responsible for construction plans and analysis of existing and anticipated future stormwater conditions of the airport in order to meet South Florida Water Management District regulations including dewatering and pump sizing calculation using Ponds Program. He determined the limits of wetland and surface waters that are located near the runways at North Palm Beach County General Aviation Airport and performed a preliminary wildlife hazard assessment. The wetland and surface waters attract birds and other wildlife that contribute to wildlife hazard issues and increase the potential for bird strikes. Mr. Jafarian met with regulatory agencies to determine the feasibility of filling and mitigating for impacts to wetlands, prepared the environmental resource permit application, and provided mitigation options to implement the wildlife hazard abatement measure of filling the wetlands. He obtained state and federal permits for the client, and mitigation credits were purchased from a public restoration area to compensate for impacts to the wetlands.

Air Cargo Ramp Expansion, Palm Beach International Airport – Palm Beach, FL | Mr. Jafarian assisted with the drainage report, ERP application, Engineer's Report, and construction drawings.

South Taxilane Rehabilitation, Palm Beach International Airport – Palm Beach, FL | As a Civil Associate, Mr. Jafarian was responsible for the pond design and flood plain compensation for a 1,600-foot Group III Taxilane. The existing taxilane was removed, strengthened, and reconfigured.

Airfield Markings Improvements, Palm Beach International Airport and North County Airport – Palm Beach County, FL | Mr. Jafarian assisted with the design of updated threshold markings, new enhanced centerline markings, and runway hold position lines. He also re-marked runway for non-precision approach.

Stormwater Pollution Prevention Plan (SWPPP), North County General Aviation Airport – Palm Beach County, FL | As a Civil Associate, Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport. This included a detailed site map and an airport drainage map.

Stormwater Pollution Prevention Plan (SWPPP), Glades Airport – Palm Beach County, FL | Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport which included a detailed site map and an airport drainage map.

Stormwater Pollution Prevention Plan (SWPPP), County Park Airport – Palm Beach County, FL | As a Civil Associate, Mr. Jafarian assisted with creating a Stormwater Pollution Prevention Plan for this airport. This included a detailed site map and an airport drainage map.

Roadway and Parking Lot Improvements Phase 2, St. Pete-Clearwater International Airport – Pinellas County, FL | Mr. Jafarian assisted with the design of miscellaneous airport roadway rehabilitation, parking lot expansion work, and new airport landside terminal signage. Key elements of the project included overlay of the terminal curbfront, Airport Parkway, conversion of an employee to a commercial curbfront for taxis and shuttle vans, construction of a new employee parking lot for UPS, and replacement of all the landside terminal area signage which included two new overhead signs with LED signs to be integrated with the airport's flight information display system.

One-Way Couplet Traffic Analysis – City of St. Pete Beach, FL | Mr. Jafarian assisted with providing traffic analysis of a "one-way-couplet" concept for two streets in the city's downtown business district to assist in

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encouraging economic growth. He conducted a traffic analysis using Synchro software to determine the impacts of such an operational change for the 2015 build year and for the year 2035. The study also considered emergency evacuation routes, Multimodal Transportation District (MMTD) issues, right-of-way identification of all roadways, corner truck turning radii issues, business operating names on aerial maps, existing bicycle lanes and pedestrian crossings, current and future roadway ownership issues, on-street parking opportunities, and public outreach.

Blind Pass Road, City of St. Pete Beach Public Services Department – Florida | As a Civil Engineer, Mr. Jafarian was responsible for geometric design which included considering the amount of driveway connections along with stormwater and utility adjustment using MicroStation and GEOPAK.

Plumb Elementary Schools, Pinellas County Schools, FL | Mr. Jafarian assisted with the stormwater calculations and geometric design for this project which included three parking lots and a stormwater management system. He reviewed as-built survey plans to provide record drawings for the owner.

Taxiway "A1" and South Apron Improvements, Albert Whitted Airport – St. Petersburg, FL | Mr. Jafarian worked on engineering services including design and preparation of final construction documents for construction of the South Apron and Taxiway "A1" and the installation of a run-up area on Taxiway "A1". The project consisted of demolition of existing Taxiway "A1", revisions to the airfield lighting and signage systems, a new ramp, aircraft parking position markings and tie-downs, airfield markings, drainage system design, and permitting. He provided pre-design services including coordination of geotechnical and survey subconsultants, development of a digital terrain model, and preparation of preliminary plans. Mr. Jafarian also provided final design services consisting of geometric design, pavement design, drainage design, and construction plans.

Taxiway "D" Extension, Albert Whitted Airport – City of St. Petersburg, FL | As a Civil Associate, Mr. Jafarian worked on the drainage report and construction drawings which involved modifying an existing permit.

Air Cargo Facility, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Jafarian, serving as an Aviation Engineer, assisted with designing a partial parallel taxiway to the main runway with two exit taxiways and a 130,000 square yard aircraft apron with concrete hardstands. The facility was designed for ADG IV aircraft and included a stormwater retention pond requiring SWFWMD permitting, a gopher tortoise survey, and relocation permitting. Design of the project began in February 2008 and was completed in January 2010. Construction is on hold pending the sponsor acquiring funding.

NE Corporate Center Utility Design, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | Mr. Jafarian was responsible for geometric design of sanitary sewer pipe networks including their easement and lift station and related quantities and cost estimate.

Runway 9-27 PAPI Replacement, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing construction plans for replacement of the PAPI system.

18L-36R Runway Rehabilitation, Jacksonville Aviation Authority – Cecil Field, FL | Mr. Jafarian was responsible for the design of the asphalt rehabilitation and concrete joint repair of Cecil Field's 12,500' runway. Approximately 7,000' feet of the center portion of the runway is bituminous asphalt with roughly 5,000' on the south end and 300' on the north end consisting of Portland Cement Concrete (PCC). His responsibilities Included milling and resurfacing plans, detailed phasing plans, marking plans, and rehabilitation of all the connector taxiways "A2", "A3", and "B". Drainage design included the evaluation of the infield drainage system to replace pipes with lower maintenance ditches.

9R-27L Runway Rehabilitation, Jacksonville Aviation Authority – Cecil Field, FL | As a Civil Associate, Mr. Jafarian was responsible for the design of the concrete and asphalt rehabilitation of Cecil Field's 8,000' runway, which included milling and resurfacing plans, detailed phasing plans, marking plans, concrete repair, and rehabilitation of all the connector taxiways. He was also responsible for videotaping the drainage pipes and identified pipe repair areas under runway and FAA and tower coordination.

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Terminal Access Roadway Rehabilitation, Jacksonville Aviation Authority, FL | Mr. Jafarian was responsible for preparing construction drawings.

Employee Parking Lot Entrance Road, Jacksonville Aviation Authority, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing construction drawing.

Design of New Maintenance Hangar C and Warehouse – Titusville-Cocoa Airport Authority, FL | As a Civil Engineer, Mr. Jafarian was responsible for preparing construction drawings, engineer's report, and a cost estimate.

Eastside Storage Hangar, Space Coast Regional Airport – Titusville-Cocoa Airport Authority, FL | Mr. Jafarian was responsible for preparing construction drawings for Titusville-Cocoa Airport.

West Apron Rehabilitation, Space Coast Regional Airport – City of Titusville, FL | Mr. Jafarian assisted with preparing construction drawings for the west apron rehabilitation at the Space Coast Regional Airport

Airport Drainage Design and Permit Applications – St. Lucie County International Airport, FL | Mr. Jafarian's responsibilities included providing drainage plans, calculations, and assisting with permit applications for the proposed Taxiway "C" improvements. The scope of the project included widening Taxiway "C" from Taxiway "A" to Taxiway "E", including Connector Taxiways "E" and "C8". He completed two primary tasks which were drainage design and permitting of the Taxiway "C" improvements and design and permitting of the modifications to the stormwater ponds to accommodate the Taxiway "C" improvements.

St. Augustine Spoil Island – St. Augustine-St. Johns Airport Authority, FL | As a Civil Associate, Mr. Jafarian was responsible for putting together construction drawings for Spoil Island. He coordinated with Passero and Birkitt on the construction drawings and kept files updated on the Passero website. Mr. Jafarian also kept the client satisfied by answering questions, updating plans, and staying on schedule.

Canal Relocation, Northeast Florida Regional Airport at St. Augustine – St. Johns County, FL | Mr. Jafarian provided plans for canal relocation including an erosion control plan. He also provided an access route to the canal relocation and a phasing plan for sequencing of the project.

Rental Car Facilities – Pensacola Regional Airport, FL | Mr. Jafarian helped provide the civil design of a 21-acre site involving the site design for rental car fuel islands, maintenance and office buildings, and automated wash buildings. His design/oversight responsibilities included water, sewer, grading, drainage, pavement, roadway design, parking, site lighting, security, landscaping, cost estimating, schedules, subcontractors, and plan production.

HCAA Checked Baggage Upgrade, Tampa International Airport – Hillsborough County Aviation Authority, FL | As a Civil Engineer, Mr. Jafarian was responsible for preparing Architectural drawings for upgrading HCAA's baggage claim facility.

IBC Hangar, Miami International Airport – Miami Dade County, FL | Mr. Jafarian provided preliminary cost estimate for building a new hangar Apron and civil site work.

SR 45/9 (From US 41 at Rattlesnake Hammock Road To SR 45 at Immokalee Road) – FDOT District One, Collier County, FL | As a Civil Engineer, Mr. Jafarian worked on this design build project which consisted of traffic signal installations and MOT plan.

SR 43 (US 301 at 19th Avenue NE) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian worked on this DBPB2 project which included a variety of tasks consisting of pavement markings, utility adjustments, traffic signal installations, addition and improvements of sidewalks, ADA upgrades, traffic control plan, engineer's estimates, and quantity computation.

SR 45 (US 41 / South Tamiami Trail at Riverview) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian worked on this DBPB2 project and was responsible for a variety of tasks including pavement markings, utility adjustments, traffic signal installations, addition and improvements of sidewalks, ADA upgrades, traffic control plan, engineer's estimates, and quantity computation.

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SR 580 (Busch Blvd. At North 12th Street) – FDOT District Seven, Hillsborough County, FL | Mr. Jafarian, a Civil Engineer, worked on this DBPB2 project which included tasks such as pavement markings, traffic signal installations, mast ARM assemblies, Guide sign, traffic control plan, engineer's estimates, and quantity computation.

US 49 – MDOT District Five, Rankin County, MS | Mr. Jafarian worked on this project which included a variety of tasks such as traffic signal installations, mast ARM assemblies, traffic control plan, ITS design (CCTV, RDS), engineer's estimates, and quantity computation.

Pavement Restoration and Underground Utility Design, 105th Avenue to 127th Avenue – City of Treasure Island, FL | As the Lead Civil Engineer and Project Coordinator, Mr. Jafarian was responsible for handling and coordinating the project with the City of Treasure Island, Duke Energy, and FDOT RRR Project along with providing construction drawings and intersection improvements, easement acquisitions, and necessary permits for the project. He also reviewed shop drawings, construction inspection and punch list per city request, and addressed construction issues in a timely manner.

Curbside Improvement Design, Sarasota Bradenton International Airport and Sarasota Manatee Airport Authority – Sarasota, FL | Mr. Jafarian was responsible for coordinating the preparation of alternative plans for the reconfiguration and rehabilitation of the roadway in front of the airport terminal. He also prepared preliminary cost estimates for each of the alternatives to enable the client to make an informed decision on the most operationally efficient and cost-effective alternative. Mr. Jafarian was responsible for civil design including geometry, pavement marking, and drainage.

CCTV Camera, City of Tampa Transportation Department – Tampa, FL | As a Civil Associate, Mr. Jafarian was responsible for preparing location and mounting detail plans for installation of more than 60 new CCTV cameras in downtown Tampa.

Pavement Design for Parking Lots at Treasure Island Florida – City of Treasure Island, FL | Mr. Jafarian was responsible for creating the typical sections and specifications for the parking lots.

Bike Trail Design, 108th Avenue and Treasure Island Causeway Intersection Improvements and Milling and Resurfacing of Local Roads – City of Treasure Island, FL | As a Civil Associate, Mr. Jafarian was responsible for providing geometric design of the project, in addition assisted on getting a permit exemption through SWFWMD.

Storm Drain Repair at Leo Kidd Avenue – City of Port Richey, FL | As a Civil Associate, Mr. Jafarian provided plans for storm drain repair at Leo Kidd Avenue and assisted on the stormwater calculations.

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MARAM ALDADA, PE

Airside Design

EDUCATION:
MS, Civil Engineering, University of Central Florida (2013)

BS, Civil Engineering, Applied Science University, Amman, Jordan (2011)

EXPERIENCE:
Career: 2009 – Present
ICE: 2021 – Present

REGISTRATION:
Professional Engineer: FL #84363

Mr. Aldada serves as a Project Manager for ICE Tampa as part of the Aviation Department. He is a licensed professional airfield engineer with nearly 10 years of experience dedicated to designing airfield engineering projects. His airfield project experience ranges from pavement management to facilities rehabilitation and reconstruction. Mr. Aldada's experience includes knowledge of FAA and FDOT design criteria and regulations as they relate to construction in and around airports. He is well versed in various types of software, including AutoCAD, Autodesk Civil 3D, Pavement Design Software: FAARFIELD and PCASE, AviPlane, AutoTurn, COMFAA, Primavera, MicroPaver, and MicroInspector.

EXPERIENCE:

Taxiway "J" Rehabilitation, Orlando International Airport – Orlando, FL | Mr. Aldada served as Project Engineer on this project that included the rehabilitation of the midfield portion of Taxiway "J", which includes two taxiway bridges. He was responsible for completing the civil engineering design, which included geometric layout, pavement design, profile design, grading, drainage improvement, and marking layout. In addition, Mr. Aldada was part of the construction administration team where his duties included shop drawings review, weekly inspection, coordination between involved parties and pay application review/approval. The work consisted of improving existing pavement section(s) and geometry for taxiway-taxiway and apron-taxiway intersections within the limits of the project to comply with current FAA standards of Advisory Circular 150/5300-13A, Change 1. In addition, electrical improvements included replacing centerline lighting with LED fixtures, replacement of electrical manholes with junction can plazas, and new LED edge lights and LED signage as well as new circuiting and a new grounding grid.

Airport Pavement Management System (APMS) Update, Luis Munoz Marin International Airport – San Juan, Puerto Rico | This APMS report provides an updated baseline validation of the pavements and specific guidance toward necessary maintenance activities as they pertain to the airfield systems at OIA. A key component of an APMS Update is to perform a records review to identify all rehabilitation/construction projects completed since the previous study (2016) and to update the network definition map accordingly. Another vital element of the APMS Update is a physical pavement inspection, which is done in accordance with ASTM D5340 "Standard Test Method for Airport Pavement Condition Index Surveys." All airside pavement sections are re-surveyed and assessed using the Pavement Condition Index (PCI) procedure – the industry standard in aviation for visually assessing the condition of pavements. During a PCI inspection, engineers and technicians identify signs of deterioration on the surface of the pavement called distresses. The type, severity, and amount of distresses present in a pavement are quantified during the pavement survey. The results of the survey are then entered in a computer pavement management database (MicroPAVER) and used to develop a composite index (PCI number). The individual distress information, such as cracking or rutting, provides insight into what may be causing the pavement to deteriorate. These factors can then be used to select the appropriate maintenance or rehabilitation action to correct the problem. Finally, the findings from the various field evaluations and data analysis activities are collectively considered in the development of a 10-Year Capital Improvement Program (CIP) for SJU. In addition, potentially large projects to be completed within the long-term (20-Year outlook) are identified.

Runway 18R-36L Rehabilitation, Orlando International Airport – Orlando, FL | Mr. Aldada served as Project Engineer on this project that involved providing construction support on the repair and resealing of the existing concrete pavement joints, mostly in the keel section of the runway. He was responsible for completing the civil engineering design, which included geometric design, asphalt/PCC pavement design, PCC pavement

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distress mapping/repair, profile design, grading, drainage improvement, and marking layout. In addition, Mr. Aldada was part of the construction administration team; his duties included shop drawings review, weekly inspection, coordination between involved parties, and pay application review/approval. The project also consisted of repair or replacement of any cracked slabs; reconstruction using new concrete pavement for the north threshold of Runway 18R; resurfacing existing asphalt pavement for the outer runway sections; resurfacing or rejuvenating existing asphalt pavement for the runway shoulders and blast pads; improvements of existing pavement section and geometry for various runway-taxiway intersections to comply with current FAA standards; and improvement of existing runway lighting, marking and signage systems to comply with current FAA standards.

Taxiway "C" South End Rehabilitation, Orlando International Airport – Orlando, FL | This project consisted of the rehabilitation of the existing pavement for the south end of Taxiway C (located between Taxiway F and Taxiway B10), Taxiway B9 and related areas in order to eliminate sections of distressed pavement and maintain the aircraft taxiing capacity. The work also included milling of existing pavement, removing deteriorated pavement, bituminous pavement overlay and associated markings, lighting and signage to restore and maintain the airfield pavement serviceability areas. As Project Engineer, Mr. Aldada was responsible for completing the civil engineering design, which included geometric layout, pavement design, and marking layout. In addition, Mr. Aldada was part of the construction administration team; his duties included shop drawings review, weekly inspection, and attending weekly coordination meetings. The scope of work consisted of a study, design, bidding, permitting, construction administration and other related services necessary to successfully complete the project. Specific tasks included civil and airfield design; topographic surveying; geotechnical exploration, evaluation and documentation of existing conditions; verification of as-built conditions, field location and verification of existing above and underground utilities; cost estimating and scheduling; technical studies; resident engineering; and all other related services including coordination with the Authority, other consultants, the City of Orlando, and all agencies having jurisdiction over the project.

Apron Rehabilitation, Phase 2, Greenville-Spartanburg International Airport – Greer, SC | Mr. Aldada served as Project Engineer on this project that included the second phase for the rehabilitation of the air carrier terminal apron concrete pavement and incorporated an area from the north side of the "garden area" to the north end of the terminal apron, encompassing the aircraft parking and maneuvering areas for Gates B1 through B4. In this role, he was in charge of completing the civil engineering design, which included geometric layout, pavement design, drainage improvement, and marking layout. The project limits extended from the terminal building westward to the apron edge/taxilane edge interface, approximately 450 feet, but did not include the taxilane, and was approximately 720 feet long. Both full strength aircraft pavement and reduced strength GSE pavement (ground support equipment) were addressed and included in this project. The overall goal of this project was to construct the most durable and cost-effective apron rehabilitation possible while minimizing impacts and disruptions to GSP tenant and customer operations. The scope included performing design, bid, and construction phase services.

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RUSS HOLLIDAY, PE
SENIOR PROJECT ENGINEER

Mr. Holliday, PE, performs project management and design utilizing AutoCAD, Civil 3D, and other industry standard design software packages. His work experience consists of engineering and project management for airport projects, including all phases of a project from topographical survey reduction, geometry, utility coordination, potable water and sanitary sewer design, drainage design, and pavement design to project cost estimation, bidding, DBE coordination services, construction administration, resident project representative, and project close out. He has extensive experience working with State Water Management Districts, the Florida Department of Transportation and the Federal Aviation Administration personnel.

RELEVANT EXPERIENCE:

TAXIWAY F EXTENSION AND CONSTRUCTION OF TAXIWAY E
Winter Haven Regional Airport, Winter Haven, FL | Project Engineer
This $4.1M project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and markings.

TAXIWAY E EXTENSION (24 END)
Kissimmee Gateway Airport, Kissimmee, FL | Project Manager
This $3.8M project consisted of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids. The project also included a medium intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Work included removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities which currently obstruct the proposed alignment and construction of the improvements.

RUNWAY 5-23 REHABILITATION
Tampa Executive Airport, Tampa, FL | Senior Project Engineer
This $5.9M project included a pavement condition evaluation, rehabilitation alternatives analysis, and design of an asphalt rehabilitation for Runway 5-23 and the associated connector taxiways. To address changes in the FAA geometric requirements, the taxiway connectors were reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. In addition, all of the runway and taxiway edge lighting, REIL's, PAPI's, and MALSR were replaced and the electrical vault upgraded to accommodate the airfield electrical improvements.

RUNWAY 6-24 REHABILITATION
Kissimmee Gateway Airport, Kissimmee, FL | Project Manager
This $2.8M project consisted of pavement and geometry analysis for rehabilitation of Runway 6-24 (5,000 ft x 150 ft); design provision for Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; stormwater design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

EDUCATION:
MS Civil Engineering
University of Central Florida

BS Civil Engineering
University of Central Florida

PROFESSIONAL REGISTRATION(S):
Professional Architect, FL
No. 56825

YEARS OF EXPERIENCE:
29

YEARS WITH AVCON:
11

PERCENTAGE AVAILABLE:
25%

AVCON

Russ Holliday, PE | Airside Design

REHABILITATE, MARK AND LIGHT RUNWAY 18-36

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This $2.9M project included pavement, vertical, and horizontal geometry analysis and design for the Rehabilitation of Runway 18-36 (4000 ft x 75 ft) including a minimum of 50 ft tie-ins at crossing taxiways for grade compliance; design provision for standard Blast Pads on both ends, with associated drainage; Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, Airfield Lighting Vault study and necessary modifications, and Navigational Aids (PAPI-4) analysis and design to consider LED technology; design and coordination with the local power company to mark and light existing power poles and power lines; temporary and permanent runway marking design; storm-water and environmental review design and permit application; obstruction clearing in both approaches; comprehensive project and cost administration services; FAA Grant Application services; and DBE Goal and Methodology Update services.

CONSTRUCT, MARK, AND LIGHT TAXIWAY G

Ormond Beach Municipal Airport, Ormond Beach, FL | Project Manager

This $3.9M project included design of a full-length taxiway Golf parallel to existing Runway 17-35, run-up areas at each taxiway end, full taxiway marking per the runway classification to FAA specifications, new base-mounted LED taxiway lights per FAA standards and criteria, new home-run airfield lighting circuits back to a new electrical vault building, and new Runway End Identifier Light units on Runway 17 and 35 ends. The new electrical vault included a 13 ft x 30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

T-HANGAR TAXIWAY/TAXILANE PHASE 2

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This $273K project consisted of the construction of a new aircraft taxiway connection to Taxiway A, and associated taxilanes leading to future T-Hangars. The construction of the taxiway and taxilane was funded at 100% by the FAA. The project had two main components which were to construct approximately 300 ft of main access taxiway and 600 ft of taxilane, comprising two sets of taxilanes, each approximately 300 ft long. Also included in the project were painted surface markings, turfing around the perimeter of new construction, and associated drainage to convey runoff via pipes and swales to the wet detention pond. The purpose of this construction was to provide aircraft access and staging for proposed T-Hangars.

TAXIWAYS N AND A IMPROVEMENTS

Daytona Beach International Airport, Daytona Beach, FL | Senior Project Engineer

The objectives of this $35M project were to extend the useful life of the taxiway pavements, to update the pavement geometry and to enhance the safety of air operations at the Airport. The project included the rehabilitation of the pavement for the length of Taxiway N from the Western edge (Runway 7L) to the Eastern limit (Runway 25R) including the connector taxiways to the limits of Runway 7L-25R. Taxiway A was rehabilitated for approximately 1,000 ft and was realigned as new construction for approximately 800 ft. Taxiways P4 and P5 were removed and replaced to the location approved by the Airport and FAA. Lighting, marking and signage was replaced/upgraded for each of the taxiways. Drainage improvements were made throughout the limits of the project.

TAXIWAYS B, C, AND L REHABILITATION

Orlando Sanford International Airport, Sanford, FL | Senior Project Engineer

The objectives of this $35M project were to extend the useful life of the taxiway pavements, to update the pavement This $10.8M project includes rehabilitation of a large portion of the taxiway system west of Taxiway R, with focus on Taxiway B. These improvements consist of milling the surface pavement to a depth that will remove a large percentage of the surface cracks, an overlay to bring the asphalt up to grade, and the construction of new paved shoulders. Additional elements of work include new asphalt shoulders, new pavement marking and new taxiway edge lights to reflect the new geometry and grading and drainage improvements as required.

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EDUCATION:
BS, Civil Engineering, University of South Florida (2016)

EXPERIENCE:
Career: 2016 – Present
ICE: 2017 – Present

REGISTRATION:
Engineering-In-Training: FL #1100020644

Amr Mansour, EI

Airside Design, Technical Production

Mr. Mansour is currently serving as a Roadway Designer, working primarily with aviation projects involving the design of runways, taxiways, aprons, hangars, pavement design and marking, and other airport infrastructure. Since joining ICE, Mr. Mansour has been gaining valuable experience working under the supervision of the professional engineers in our Tampa office for our Airport clients throughout the state of Florida. His experience includes CAD production and assisting with construction plans using FAA design criteria and advisory circulars. In addition, Mr. Mansour also assists with preparation of construction permits, project specifications, and grants related applications. Also, under the supervision of our planning department, Mr. Mansour assists with the production of aviation planning projects including master plans and airport layout plans.

EXPERIENCE:

Perimeter Fence, Ocala International Airport – Ocala, FL | Mr. Mansour served as a Design Engineer and took responsibility of the project design and prepared the bid documents under the supervision of the Project Manager. This project was part of the Capital Improvement Plan (CIP) for the City of Ocala and the Ocala International Airport. The purpose of this project was to eliminate digging under the existing fence by coyotes, gopher tortoises, and other wildlife by constructing a wildlife skirt. A 5' fence skirt was buried a minimum of 36" into the ground under the existing fence fabric and followed the 33,000' (roughly six miles) of existing fence. All swing gates were replaced with sliding gates, and a 6" concrete apron was poured under the gate to limit gaps. ICE provided the design, bidding, and construction phase services for this project. In addition, FDOT and FAA grant packages, grant assurances, and closeouts were provided by ICE.

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | Mr. Mansour served as a designer and assisted with the CAD production and provided design assistance. This project consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE worked with airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.).

Taxiway "N" Reconstruction – Daytona Beach International Airport, FL | This project is currently under design and consists of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new stormwater drainage system, and the installation of new LED taxiway edge lights at the Daytona Beach International Airport. ICE is serving as a subconsultant and is performing the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the project. Mr. Mansour is serving as a Design Engineer and is assisting with the CAD production for the Project.

Apron Expansion, Punta Gorda Airport – Punta Gorda, FL | Mr. Mansour served as a Design Engineer providing design assistance for this project which included the expansion of the aircraft parking aprons north of the existing apron. The Punta Gorda Airport is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable, so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/14" limerock), aircraft parking (15"

Amr Mansour, EI | Airside Design, Technical Production

concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

Taxiway "C", "D", and "E", Sebastian Municipal Airport – Sebastian, FL | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the project which included several new parallel taxiways to enhance safety at this uncontrolled airport. Several new taxiways were designed to limit the number of runway crossings, decrease the chances of an incursion, and provide a safer route for taxiing aircraft. A full-length parallel Taxiway "C" to Runway 5-23 on the north side was constructed with a partial parallel (Taxiway "D") on the south side. Included was Taxiway "E", a partial parallel taxiway to Runway 10-28 along the south side to move the main GA traffic to the runways. All work was designed in accordance with the 13A Advisory Circular geometry requirements. Stormwater design was performed to minimize ponds by sheet flowing runoff for treatment 62-330.449 F.A.C. and permits through the Water Management District. Airfield signage, pavement design, pavement marking, and a Construction Safety and Phasing Plan (CSPP) were prepared.

Acquisition and Installation of Passenger Loading Bridges, Lake Charles Regional Airport – Calcasieu Parish, LA | Mr. Mansour served as a Designer Engineer on this professional consulting services project that included design, bidding, construction support, and grant administration services. ICE reviewed and verified existing construction and equipment characteristics, assemble plans and specifications for the two new bridges located at Gates 1 and 4, and assist the Airport Authority with bidding. The bridge structure consisted of a ramped fixed tunnel, a rotating rotunda, telescoping bridge tunnel section, a cab with full controls for moving the bridge into position, vertical and horizontal drive system, Airport selected accessories, and provisions to mark or re-mark the apron for the new parking position.

Hugh Leatherman Terminal Design – Charleston County, SC | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the proposed Hugh Leatherman Terminal. He was responsible for the design of stormwater systems, erosion control devices, and scour analysis of the proposed bridges onto the site. The SCDOT is under contract with the Port Access Road design build team to build the mainline bridge into the terminal as well as the relocated Tidewater Road bridge. The HLT project will tie in with the mainline bridge and continue the bridge section to the terminal entrance. The project will also tie in with the new Tidewater Road Bridge and continue until the alignment tie downs with the existing Tidewater Road near the west edge of the terminal site. Each of these bridges cross over Shipyard Creek at a large skew which is a tidally influenced waterbody and prone to storm surge events. Due to the skew and surge conditions a 2-dimensional model was created to determine velocity magnitude and direction at each of the proposed bents. Using the results from the model appropriate scour depths were calculated.

Shade Hangar, Sebastian Municipal Airport – Sebastian, FL | Mr. Mansour served as a Design Engineer and was responsible for the project design and prepared the bid documents under the supervision of the project manager. The City of Sebastian and the Sebastian Municipal Airport desired shade hangars for the west side of the airport. These hangars consist of column(s) support to a roof truss system which stretches and supports a type of polypropylene fabric covering. ICE provided performance specifications for a system meeting the airport's desire to be competitively bid. Site work included re-using much of the existing base material for the new pavement. An in-depth design for the grading, drainage, and permitting of the site was required, as well as obtaining water management permits. ICE was also responsible for administering the bidding process. The Airport desired a total of 14 shade hangars including 12 units for single engine type aircraft, and two larger units for twin engine aircraft.

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, FL | Mr. Mansour served as a Design Engineer and assisted with the CAD production for the replacement of several T-Hangar buildings, including J-4 and J-5 and new T-Hangar buildings J-7 and J-8. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway F. The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can

Amr Mansour, EI | Airside Design, Technical Production

accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold type.

Wando Welch Terminal Traffic Flow Improvements, Phase 2 – Mt. Pleasant, SC | Mr. Mansour served as the Design Engineer on this project that included an access improvement, a large expansion to the existing port chassis yard, a 20-acre pavement addition, and a new west access road to accommodate additional queue length of trucks. A new checkpoint and vehicle inspection station was designed at this new location. The existing concrete pavement will be rehabilitated due to its age and for uniformity with the expansion. The rehabilitation consisted of breaking and seating the concrete to such a gradation where it could be overlaid with no danger of reflective cracking. A major reconfiguration of the parking stalls and drive isles was needed to provide ease of operation and truck circulation. A large pond was designed and permitted, and storm drainage structures and large pipes move the water off the pavement and into the retention basin. Site lighting was included by high mast poles.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Mt. Pleasant, SC | Mr. Mansour served as a Design Engineer and assisted with the CAD production for this traffic flow improvements project that consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Pinellas County, FL | Mr. Mansour served as a Design Engineer on this project which consisted of the reconfiguration and realignment of the existing ¾ mile long entrance road and the reconfiguration and expansion of the existing parking lots. The realignment of the major access roadway to the airport (Roosevelt Boulevard) and the explosive growth in number of passengers flying in and out of PIE were the driving forces behind this project. ICE served as a subconsultant and performed the entrance roadway/parking lots geometric design and layout and developed the overall construction sequencing plans for this project. ICE was also responsible for the design of the airport parking ticketing and toll plazas, technical specifications, and maintenance of traffic plans. The construction sequencing ensured continuous vehicular access to the terminal and parking areas with safe routes for pedestrians from the parking lots to the terminal building during construction.

PREVIOUS EXPERIENCE:

Internship – City of Largo, FL | Mr. Mansour served as a structural/construction intern and his responsibilities included reviewing structural designs and submittals from consultants and contractors. He also reviewed construction procedures, auger cast piles, micropiles, driven precast piles, steel installation, and concrete slabs installation. Mr. Mansour conducted various construction managements tasks such as scheduling values and pay applications, field and change orders, and work directive changes. He also worked with professionals on general civil engineering tasks such as sanitary sewer rehab process documents, conducted site surveying and analyzed data to execute civil engineering projects and performed data collection and statistical analysis that resulted in sound recommendations that were adopted by the department. Additionally, Mr. Mansour utilized AutoCAD software, produced drawings, maintained, archived and retrieved CAD files and drawing documents.



SAMEH MAXIMOS, PE

Technical Production

EDUCATION:
MS, Information System Management, Keller Graduate School of Management (2002) | BS, Civil Engineering, Ain Shams University (1991)

EXPERIENCE:
Career: 2000 – Present
ICE: 2019 – Present

REGISTRATION:
Professional Engineer:
LA #PE.0036521
GA #PE036131

Mr. Maximos has more than 20 years of experience in civil engineering planning, design and project management of aviation projects at commercial service and general aviation airports. He has been responsible for numerous design teams on projects ranging from aviation authorities to state DOTs, including new and rehabilitated runways and parking aprons.

EXPERIENCE:

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Maximos serves as the Lead Engineer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include design of all aspects of the airport including entrance road, apron, taxiway, and runway. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airfield Pavement Rehabilitation, False River Regional Airport – New Roads, LA | Mr. Maximos served as a civil engineer responsible for providing construction administration and inspection support. This project consists of full-depth reconstruction, milling and overlay on runway 18-36 and connector taxiways, runway 18-36 full-depth repairs, parallel taxiway sealcoat, and pavement markings.

Perimeter Fencing, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos serves as Construction Project Manager responsible for overseeing construction administration and inspection services. This project consists of replacing and installing approximately 17,000 linear feet of 6' chain link fence, new dual swing gates, and clearing and grubbing a 20' wide path.

New Terminal Apron and Fuel Farm, Marion County Airport – Buena Vista, GA | Mr. Maximos served as Project Manager and Engineer of Record providing engineering design services for the new ± 8,600 square yard Apron and Fuel Farm. The project will include a 35-foot-wide partial parallel taxiway tying to existing taxiway turnaround at Runway 32 End, and a stub taxiway connecting the new apron. The project will be tied to the road with a new driveway and parking.

Obstruction Removal Design, Dr. CP Savage Sr. Airport – Montezuma, GA | Mr. Maximos, serving as Project Manager, led the preparation of construction drawings and specifications for the design of obstruction removal at the airport and managed the bidding and procurement processes. His responsibilities also included providing construction observation and administration services for the project.

Runway 8-26 Extension, Burke County Airport – Waynesboro, GA | As Project Manager and Engineer of Record, Mr. Maximos provided a fast-tracked design which included plans and specifications for the additional 1,000' x 75' extension and taxiway turnarounds to meet the expedited schedule of GDOT and the Governor's program. The project also required the removal of obstruction berm, drainage, wetland mitigation, and the replacement of the runway lighting system.

Project Manager Case Study – The following case study illustrates Mr. Maximos' experience in issue resolution, providing leadership in a project team environment, and demonstrates his ability to reach consensus

Sameh Maximos, PE | Technical Production

and resolve issues. The Runway 8-26 Extension project at Burke County Airport was an accelerated project due to the funding timeline provided by the Governor of Georgia. The Project Manager was handed a 90% complete project that had been designed six years earlier. He started the project by meeting with the client to understand the Airport's needs, not only for this project but for other current issues and future projects. When he received the proposed Statement of Work from GDOT, he evaluated what he had and proposed a change of scope to benefit the Airport and its safety, as well as reduce the cost for future projects. After extensive deliberation with GDOT, a consensus was reached to implement the scope change. Meanwhile, the design was progressing concurrently so as to not miss deadlines. On the project design side, the PM conducted weekly progress meetings, mitigating conflicts between the disciplines and between old and new designs to follow current standards, while continuously updating the stake holders on the progress.

Runway 14-32 Pavement Rehabilitation, New Runway Lighting, and a Perimeter Fence, Marion County Airport – Buena Vista, GA | Mr. Maximos served as Project Manager and Engineer of Record providing engineering design services for the rehabilitation of all of the airfield pavement. The Project included a crack relief interlayer and GDOT – 400 resurfacing. His responsibilities also included overseeing construction of the three projects at 82A, which will improve the airport's safety operations.

Crack Seal and Remarking of Runway 18-36, Dr. C P Savage Sr. Airport – Montezuma, GA | As Project Manager, Mr. Maximos managed the preparation of construction documents, bidding, procurement, and provided construction administration services for the completion of the Project. This Project involves the repair of Runway 18-36 by means of sterilizing, routing, cleaning, and sealing cracks found on the 4,220' x 75' asphaltic runway. The Project also included the replacement of runway pavement markings.

Runway 9L Taxiway and Pavement Replacement, Hartsfield-Jackson Atlanta International Airport – Atlanta, GA | Mr. Maximos, Deputy Project Manager, was responsible for the development of the design for taxiway and pavement replacement of Runway 9L to coordinate with the future end around taxiway grading.

Crack Seal, Shoulder Removal and Remarking of Runway 15-33, Plantation Airpark – Sylvania, GA | As Project Manager, Mr. Maximos managed the preparation of construction documents, bidding, procurement, and provided construction administration services for the completion of the project. This project involves the repair of Runway 15-35 by means of sterilizing, routing, cleaning, and sealing cracks found on the 3,787' x 75' asphaltic runway. The project also included the removal of the taxiway shoulders and replacement of pavement markings.

Taxiway "B" South Reconstruction, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos managed the replacement of the southern portions of Taxiway "B" to correct runway separation. He also provided technical support and construction administration for the demolition and full depth reconstruction of the 2,700 LF asphaltic concrete taxiway, taxiway lighting improvements, and partial runway rehabilitation. He provided proactive project coordination with airfield stakeholders including the City, LaDOTD, and FAA to implement a smooth construction approach to minimize impacts to airfield operations.

Taxiway "A" South Construction, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As Project Manager, Mr. Maximos provided technical support for the design team and oversaw the construction observation and administration of 4,300 LF of the new asphaltic concrete parallel taxiway and two 400 LF sections of new taxiways connector.

Taxiway Extension, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos, serving as Project Manager and Engineer of Record, was responsible for the design and preparation of construction documents for this 1,700 LF asphaltic concrete parallel taxiway extension. He provided construction observation and administration for this project which also included environmental permitting, wetland mitigation, and major storm system design.

Taxiway Extension, Fuel Farm and an AWOS, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Maximos, Project Manager and Engineer of Record, was responsible for design and preparation of construction documents. He also specified requirements for the fuel farm and the AWOS system. Mr. Maximos provided

Sameh Maximos, PE | Technical Production

construction observation and administration for the three projects. The 1,700 LF asphaltic concrete parallel taxiway extension included environmental permitting, wetland mitigation, and major storm system design.

Drainage Rehabilitation, False River Regional Airport – New Roads, LA | As Project Manager, Mr. Maximos was responsible for project management and administration, design, construction supervision, and inspection for the installation of inlet aprons, pipe replacement, structure repair, and complete system evaluation. He also provided close coordination with LaDOTD and FAA staff to successfully integrate the design requirements and expectations to improve a worsening drainage problem on the airfield.

Pavement Defects Evaluation, False River Regional Airport – New Roads, LA | Mr. Maximos served as Project Manager and provided project management and technical support to survey, evaluate, recommend and report on the pavement condition in general and on defective areas in particular.

Runway 13-31 and Taxiway "B" North Rehabilitation, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos managed the rehabilitation of a 7,000 LF runway and a 4,300 LF taxiway, the reconstruction of a700 LF taxiway and the construction of a new 200 LF asphalt connector. He also provided technical support and construction administration for the project. Provided proactive coordination with airfield stakeholders including the City, LaDOTD and FAA, to implement a construction approach to minimize impacts to airfield operations.

Taxilane Construction and Perimeter Fence, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Maximos served as Project Manager providing project management and administration, design, and construction supervision for a new 600 LF asphaltic concrete taxilane connector, including pavement design, drainage, and marking. The project also included a full new perimeter fence.

MoDOT Bridges Safe and Sound Project – Statewide, Missouri | Mr. Maximos performed analysis and design, along with preparation of the construction documents for a set of bridges out of the 802 new or improved/replaced bridges. He utilized MicroStation and ProjectWise.

Taxiway "A" North Paving, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Mr. Maximos, Project Manager, was responsible for providing general project administration, construction supervision and inspection for the 2,900 LF of a new asphaltic concrete parallel taxiway and 1,200 LF of new connector taxiways project.

Rehabilitate and Expand South Air Carrier Apron Phase II, Baton Rouge Metropolitan Airport – Baton Rouge, LA | As Project Manager, Mr. Maximos provided technical support and construction administration for a 50,000 SF concrete apron with underdrain system.

Terminal Area Roads and Service Roads, Ras Abu Abbouad Motorway and Approach Interchange, New Doha International Airport – Doha, Qatar | Mr. Maximos served as Civil Engineer responsible for preparing preliminary engineering drawings and supporting calculations for the transportation drawings, roadways plan and profile sheets, ROW limits, road modifications at approach interchanges, bridge structural drawings with plans, elevation and sections. He also designed the drainage ditches and the collection system. The British and AASHTO standards were utilized in the design with adaptation of the local Qatari standards.

Hartsfield-Jackson Atlanta International Airport – Atlanta, GA | As Designer, Mr. Maximos' responsibilities included site grading for the re-routing of underground power tunnel with plan and profiles for the duct-banks, mitigating differences in the design with the architectural firm and achieved confirmation from both sides. Mr. Maximos also performed architectural work and layouts for Atlanta airport auxiliary buildings, and Bank of America offices. He conducted site inspection and survey for Atlanta airport electrical system and prepared corresponding engineering drawings and single line diagram drawings. He acted as liaison between senior engineers and CADD technicians across different disciplines and performed projects file system set up and maintenance.



EDUCATION:
Associate Degree in Computer Aided Drafting and Design, United Electronics Institute (1991)

EXPERIENCE:
Career: 1991 – Present
ICE: 2016 – Present

PUBLICATIONS USED IN PLAN PRODUCTION:

- FDOT Plans Preparations Manual Volumes 1 & 2
- FDOT Design Standards
- FDOT CADD/CPCH Standards Manual
- FDOT Drainage Manual
- FDOT Basis of Estimates Manual
- FDOT Specifications Manual
- AASHTO Green Book
- MUTCD Manual

MIKE ALLEN

Technical Production

Since 1991, Mr. Allen has been providing roadway design services. He has worked directly with project managers and project engineers in roadway design. He has been responsible for efficiently maintaining various aspects of civil design projects while ensuring adherence to design standards through the use of MicroStation, GEOPAK and FDOT Site Menu. Mr. Allen has roadway design experience in Florida, Tennessee, and South Carolina.

EXPERIENCE:

West Apron Expansion, Destin-Fort Walton Beach Airport – Okaloosa County, FL | This Project will enlarge the West Apron at VPS in order to create additional ground loading apron spaces and overflow rest overnight (RON) space for aircraft to base overnight for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. ICE is working with Airport staff and the FAA to finalize apron dimensions and develop detailed site development plans including airfield pavement structural design, geometrics, markings, lighting requirements, and other aircraft support infrastructure required (tie-downs, ground points, electrical or other infrastructure for ground power units, etc.). Mr. Allen served as a Designer for the planning, design, and production of plans for this Apron Expansion Project.

Taxiway "N" Reconstruction, Daytona Beach International Airport – Daytona Beach, FL | This project consisted of the total reconstruction of the existing 2.5-mile-long Taxiway "N" (and Taxiway "A") with reconfigured edge of pavement geometry, paved shoulders widened from 25' to 30' in width, installation of a new storm water drainage system, and the installation of new LED taxiway edge lights at the Daytona Beach International Airport (DAB). ICE served as a subconsultant and is performing the taxiway horizontal geometric design and layout and developing the overall construction safety and phasing plans for the Project. Mr. Allen served as a Designer and is responsible for quantity calculations and Construction Phasing Plan revisions for this project.

Apron Expansion, Punta Gorda Airport – Punta Gorda, Florida | Mr. Allen served as a Designer for the planning, design and CAD production of plans for this Apron Expansion Project at the Punta Gorda Airport which is experiencing rapid growth with Allegiant Air. The project scope included professional engineering services to expand the aircraft parking aprons north of the existing apron to add three additional aircraft parking spaces for the Airbus A319/A320/A321 and 737-800 aircraft. Originally designed with a blast fence for power-in power-out operations, only two positions were originally obtainable so the airport directed ICE to revise for straight in operation with tug push back. The apron consists of a combination of asphalt and concrete in varying thicknesses for taxiway (4" asphalt/ 14" limerock), aircraft parking (15" concrete 6" recycled conc. base), and ground service equipment (concrete 6" recycled conc. base). Drainage was accomplished by the use of trench drains outfalling to a pipe network and then to a retention pond. These positions were remote from the terminal, requiring a covered walkway to all three positions.

Taxiways "C," "D," and "E," Sebastian Municipal Airport – Sebastian, FL | Mr. Allen served as a Designer for the planning, design, and production of plans for a new ADG II parallel taxiway to Runway 5-23. A safety concern exists at the airport with aircraft entering and exiting the Runway 5 threshold in that they must cross active runways three times when taxiing from the busy MRO tenant area. One of these crossings involves the intersection of both runways, providing difficult visibility for pilots at this uncontrolled airport. The design included the removal of the taxiway connector that crosses both runways, a west parallel taxiway to 5-23 (Taxiway "C"), a partial parallel to the east (Taxiway "D"), and a partial parallel to Runway 10-28 (Taxiway "E"). Major components of the design included geometric design to new FAA AC 150/5300-13A fillet and radii standards,

Mike Allen | Technical Production

stormwater ponds and relocation of existing infield drainage, Environmental Resource Permit from SJRWMD, and airfield guide signs (entire airport).

T-Hangar Replacement, Sarasota Bradenton International Airport – Sarasota, Florida | Serving as a Designer, Mr. Allen was responsible for plans production, quantities, and production submittals. The clear door width for the set of buildings was 41.5' x 12'. Each building is a standard (stacked) configuration consisting of 14 units (28 total). Also included in this project were two larger hangar buildings (J-7 and J-8) to the south of Taxiway F. The clear door width for these buildings will be wider than J-4 and J-5 at 47.5' x 14'. Special, larger end units were designed on each of the two buildings with a clear door width of 51' x 16'. At this width, J-7 can accommodate 12 units and J-8 can accommodate 15, both with a nested configuration. Site work consisted of the removal of the asphalt pads under the Port-a-Port buildings, new drainage pipes, and the relocation of the taxilanes to line up with the new doors. On the buildings, manufactured by Erect-a-Tube, ridge vents were provided for air circulation, exterior building mounted LED lights were provided for taxilane illumination, and door types were bifold.

Wando Welch Terminal Traffic Flow Improvements, Phase I – Charleston County, SC | Mr. Allen served as a Designer and provided CAD services and coordination efforts for this traffic flow improvements project that consists of providing engineering services to increase traffic throughout the terminal and to help improve traffic safety. The design includes installation of an additional truck lane from the outbound processing Building 441 to the outbound security gate on Long Point Road, expansion of the outbound security gate, extension of the inbound truck queue lanes at Building 401, installation of a new parking lot at Building 442, parking lot modifications, a new driveway at Building 448, and a new paved driveway to Building 419. Conceptual designs for a new roundabout and queue road around the chassis yard and traffic analyses were also performed for three projected terminal growth scenarios: 1.8 Million Twenty-Foot Equivalent Units (TEUs), 2.5 Million TEUs, and 3.0 Million TEUs.

Entrance Road and Parking Lots Reconfiguration Project, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Allen served as a Designer responsible for the design of a relocated airside perimeter road due to the widening of Roosevelt Blvd. and the Pinellas Gateway Project. Terminal Parking improvements encompassed the entire site, with a complete reconfiguration. As a major subconsultant to another firm, he was responsible for the Maintenance of Traffic (MOT) Plans. Also, the performance-based specifications for the toll plaza relocation and covered new canopy.

I-77 Widening & Rehabilitation (MM 15-27) – Richland County, SC | ICE was the Primary Design Consultant responsible for successfully delivering all engineering services required for this Design-Build (DB) project. The work involved widening the interstate by adding one lane in the median in each direction for seven miles to include widening of 10 mainline bridges over roadways and streams. This section also included rehabilitation of an asphalt overlay with a concrete base and cross slope verification/correction. The work also included eight additional miles of pavement rehabilitation and cross slope verification/correction of southbound lanes. The pavement throughout the project consisted of asphalt overlay with a concrete base. Mr. Allen served as a Roadway Designer responsible for assisting in the development on the maintenance of traffic plans for this interstate widening project.

SR 580 (Hillsborough Avenue) – Tampa, FL | Mr. Allen served as a Roadway Designer responsible for the drafting of plans to produce FDOT roadway milling and resurfacing plans, including key sheet, typical sections, plan & profile, cross sections, drainage structures, signing & marking sheets and signal sheets.

Knights Griffin Road – Plant City, FL | Mr. Allen served as a Roadway Designer responsible for the production of design plans using MicroStation, GEOPAK and FDOT Software to produce Hillsborough County Roadway Plans. The plans included key sheet, typical sections, general notes, plan & profile, cross sections, utility adjustments, signing and marking sheets and quantity calculations/computation book.

Bruce B. Downs (CR 581)/131st Street Intersection Improvement Project – Tampa, FL | Mr. Allen served as a Roadway Designer responsible for the production of design plans using MicroStation, GEOPAK and FDOT Software to produce Hillsborough County Roadway Plans. The plans included key sheet, typical sections, plan & profile, cross sections, utility adjustments, signing and marking sheets, traffic counts and quantity calculations/computation book.



MARTY MORLAN, PE, ENV SP

Stormwater

EDUCATION:
BS, Civil Engineering, University of Florida (1987)

EXPERIENCE:
Career: 1988 – Present
ICE: 2021 – Present

REGISTRATION:
Professional Engineer: FL #45326
Envision Sustainability Professional (ENV SP)

Mr. Morlan has more than three decades worth of experience in the planning, design, and construction of a wide variety of civil engineering projects (over 175 projects) including transportation, civil/site, stormwater master planning/design, recreational trail and park development. He has strong project management and design experience, including extensive roadway, drainage, and permitting experience. Mr. Morlan has been responsible for all phases of transportation projects from the initial planning and studies, through the final design and permitting as well as during the construction phase. Throughout his diverse career, he has been responsible for preparing preliminary design; conducting various drainage and roadway evaluation studies; preparing final design plans, construction plans, and permit documents; preparation of stormwater studies and designs; providing cost estimating and bid evaluations; coordinating subconsultants; conducting public meetings; providing utility coordination; performing post-design services during construction; performing project management duties; and providing quality control reviews. He provides a unique understanding of issues faced by local governments and agencies, having spent almost ten years of his career with Pinellas County government in the Engineering Division where he managed consultant projects, managed in-house design teams for transportation and stormwater capital improvement projects. He has filled a wide variety of roles as a project manager, engineer, and quality control reviewer for projects/governments. Mr. Morlan also has served clients with expert witness testimonies, GEC project manager, as well as local agency plan reviews for FDOT.

EXPERIENCE:

Miscellaneous Stormwater Consultant Contract, City of Tarpon Springs – Pinellas County, FL | Mr. Morlan managed this miscellaneous contract which included 6 task assignments ranging from preparing an update to the City's stormwater masterplan (Stormwater Action Plan) which included the development of proposed stormwater solutions/projects for 36 problem areas throughout the city and costs as well and developing a 6-year CIP for implementation. Additional assignments included preparing construction plans and performing analysis of multiple stormwater alternatives (ponds, pipes, structures, etc.) throughout the city.

Rockport Terminal Facility - Miscellaneous Stormwater Services for Water Quality Monitoring, CSX Transportation – Tampa, FL | Mr. Morlan performed a stormwater analysis and prepared an ICPR hydrologic/hydraulic model to aid in the design of an outfall control weir (20 feet long) which was designed as a flow measure device (with v-notch). The stormwater model was used to simulate a 100-year storm event to ensure that no flooding of existing buildings/structures would occur as a result of the addition of the outfall control weir structure.

GEC Stormwater Review, I-275 in Tampa and I-75 through Pasco County, FDOT District 7 – Districtwide, FL | Mr. Morlan performed groundwater mounding analysis review for the FL Department of Transportation's drainage department for design-build projects. The review was conducted on multiple stormwater facilities in close proximity to legacy hazardous material properties.

Gerdau Baldwin Steel Mill Floodplain Mapping – Duval County, FL | Mr. Morlan served as Engineer of Record for the stormwater evaluation and floodplain map revision of this 850-acre steel mill site in western Jacksonville. To support the proposed steel mill expansion, prepared an ICPR stormwater model of the subject property to determine the 100-year floodplain elevation for the property. The model development included calibration using Tropical Storm Debbie (17 inches rainfall/72 hours) Services included: stormwater modelling, City of Jacksonville permitting, preparation of a FEMA FIRM Letter of Map Revision (LOMR).

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Marty Morlan, PE, ENV SP | Storwater

10th Street Outfall Stormwater Water Quality Improvements – City of Sarasota, FL | Mr. Morlan served as Lead Stormwater Engineer responsible for preparing a BMP Alternatives Report and Preliminary Design for this water quality improvement at the outfall to Sarasota Bay from a 467-acre drainage basin in downtown City of Sarasota. Researched/investigated alternatives (baffle box, sediment sump, wetland marsh). Coordinated proposed alternatives with the proposed FDOT US 41 Roundabout Project. Prepared nutrient reduction calculations, benefit/cost, evaluation of alternatives, and review of Sarasota County Hudson-Bayou stormwater ICPR model and project coordination.

Main Street (Nebraska Avenue) - Congress Street to Rowan Road – Pasco County, FL | Mr. Morlan served as Project Engineer responsible for the complete stormwater design and permitting of an urban curb and gutter 3-lane roadway. Duties included stormwater design, wet-detention pond design, wetland mitigation and floodplain compensation. Prepared and received a Southwest FL Water Management District ERP permit. Project involved 0.6 miles of 2-lane rural widening, including paved shoulders, pond site study, traffic control plans, right-of-way mapping, and environmental study and mitigation of wetlands, permitting and public involvement.

Indian River Drive Stormwater Quality Retrofit and Traffic Calming Improvements – Martin County, FL | This project combined proposed roadway improvements and traffic calming along Indian River Drive with proposed stormwater improvements. The Indian River Drive Stormwater Quality Retrofit proposes to provide a treatment train of Best Management Practices (BMPs). The project proposes to utilize a treatment train of interlocking grass-pave system to initially intercept overland runoff flowing across the roadway to direct it into the ground, then excess runoff will be directed into either a bio-swale detention area or an exfiltration trench for further treatment and then into a 2nd Generation Nutrient Separating Baffle Box prior to discharge into the Indian River Lagoon. The proposed roadway and traffic calming improvements includes the milling and resurfacing of approx. 1,000 feet of Indian River Drive (a rural 2-lane roadway) and the addition of a 10 ft. wide sidewalk and concrete curb along the east side near the Indian River. Minor pavement widening was also added. There are two 24-foot-long speed tables (with 10-foot-wide stamped asphalt crosswalks and raised medians) proposed to provide speed reduction and to allow pedestrians to safely cross the roadway. Curb inlets and stormwater were added to collect the street runoff and direct discharge into a proposed pond with bio-swale and treatment device (baffle box). Mr. Morlan served as the Lead Design Engineer for the complete roadway and some drainage aspects of the project. Mr. Morlan was responsible for the design of geometry of the proposed roadway, sidewalk, curbs and raised crosswalks/speed table. Mr. Morlan also was responsible for the vertical profile design to provide constructability of the roadway cross-sections and keep the improvements within the available narrow (30'-50') right-of-way. Mr. Morlan's design work included the horizontal and vertical layout and design of the proposed curb inlets and storm sewer system.

West Livingston Street Extension Complete Street – Orlando, FL | Mr. Morlan served as Project Engineer for this roadway and streetscape design which is located within the new University of Central FL's downtown campus in the new Creative Village in Downtown Orlando. The 2-lane urban complete street was designed with bike lanes, landscaping, hardscaping (pavers), streetlighting, on-street parking, pedestrian amenities (benches, bike racks, planters) and 10 ft. wide sidewalks. Street tree wells included innovative stormwater design to maximize exfiltration and provide additional water quality treatment. Project included provisions for the Contractor to properly handle the existing arsenic soils on-site during the construction phase.

Roosevelt Boulevard Roadway and Stormwater Improvements – Tarpon Springs, FL | Mr. Morlan served as Project Manager and EOR for this roadway and stormwater improvement project. The roadway was a 2-lane rural local street located near the west end of Dodecanese Boulevard near the City's famous sponge docks. The project area was frequently flooded being adjacent to the Anclote River, lacked stormwater infrastructure which contributed to deteriorated pavement conditions. The project included pavement reconstruction, removal of existing brick roadway, providing an urban 2-lane street with curb and gutter, storm sewer, 6 ft sidewalk and coordination/design with marina entrances, on-street parking as well as an off-site swale/culvert drainage system.



LAUREN WARMUTH, PE

Stormwater

EDUCATION:
BS, Civil Engineering, University of South Carolina (2002)

EXPERIENCE:
Career: 2000 – Present
ICE: 2015 – Present

REGISTRATION:
Professional Engineer:
SC #25825
FL #68106
GA #PE033053
MS #18543
NC #034242
TN #112312

OTHER TRAINING:
- FHWA Urban Drainage Design
- FHWA River Engineering for Highway Encroachments
- DTM Solutions: GEOPAK Drainage Training Class
- 2D Hydrodynamic Flow and Transport with Surface-Water Modeling System

PROFESSIONAL ORGs:
- Member, American Society of Civil Engineers
- Member, SC Association of Stormwater Managers

Ms. Warmuth began her engineering career in 2000 and specializes in drainage design and stormwater management. She designs all aspects of highway drainage systems and is well-versed in a variety of hydrologic/hydraulic modeling software, including HEC2, HEC-RAS, HEC-GeoRAS, HEC-HMS, Hydraflow, FESWMS, WSPRO, XP-SWMM, GEOPAK Drainage, StormCAD, CivilStorm, HY-8, HYCHL, and TR-55. Ms. Warmuth is also proficient in sediment and erosion control design as required by NPDES regulations and has experience with the SEDCAD sedimentology computer model. Additionally, her experience consists of designing numerous water quality BMPs including dry detention ponds and infiltration ponds.

EXPERIENCE:

Greenlawn Streetscape – City of Beaufort, SC | This project, awarded under the City of Beaufort IDC, consisted of widening the existing roadway to provide on-street parking, installing sidewalks, storm drainage improvements, street lighting, and landscaping along Greenlawn Street. Ms. Warmuth served as a Senior Water Resources Engineer responsible for stormwater system design, OCRM permitting, and drainage and erosion control plans.

Office Park Road at Pope Avenue and New Orleans Road – Hilton Head Island, SC | This project consisted of the intersection improvements at Office Park Road, Pope Avenue and New Orleans Road and included the addition of a signalized intersection, widening New Orleans Road approach from four lanes to five lanes, widening Office Park Road from three lanes to four lanes and widening south bound Pope Avenue from five lanes to six lanes and retaining the north bound Pope Avenue section at its current 6-lane configuration. Ms. Warmuth served as a Hydraulic Engineer responsible for the stormwater management design that included sedimentation and erosion control design.

38th Avenue North – Myrtle Beach, SC | Ms. Warmuth served as a Project Engineer and performed hydrologic and hydrographic analysis for this road widening project in Myrtle Beach. She designed stormwater drainage facilities using Hydraflow Storm Sewers and SWMM. The Project included road widening from a three-lane shoulder section to a five-lane curb and gutter section. The project consisted of widening a section of 38th Avenue North between US-17 Bypass and Robert Grissom Parkway to five lanes. This project also included a turn lane, bike lanes, and sidewalks.

Extension of I-20 South Frontage Road – Vicksburg, MS | Ms. Warmuth served as Project Engineer and performed hydrologic and hydraulic analyses in accordance with the MDOT Stormwater Management Plan as part of a roadway project to connect two frontage roads over Old Highway 27 and the KCSRR. The extension of an existing box culvert at Durden Creek was also analyzed using HY-8 software. The proposed drainage and erosion control features were a key factor in developing right-of-requirements due to the significant roadway fill heights and the associated benching requirements.

I-26 Widening (MM 85-101), Segments 1, 2, & 3 – Richland, Lexington, & Newberry Counties, SC | This 16-mile widening, and reconstruction Design-Build project consists of widening I-26 from four to six lanes for approximately 12 miles and from four to eight lanes for approximately four miles. It also includes three new interchanges and eight overpasses. Ms. Warmuth is responsible for providing roadway drainage design reports to

Lauren Warmuth, PE | Stormwater

include field investigations, NPDES permitting, outfall summaries, and channel designs. She is also preparing the roadway drainage design reports to include updates to preliminary drainage design, bridge deck drainage calculations, GeoPAK drainage and Hw/D summaries, storm sewer system for 50-year storm event, sediment and erosion control designs, water quality and post construction designs and supporting documentation.

Replacement of Five Bridges on I-20 – Aiken County, SC | ICE is providing turn-key engineering design services, as a subconsultant, on I-20 East Bound and West Bound lanes over South Edisto River as a part of an I-20 Bridge Replacement Contract that includes five bridge sites. Bridge analysis and HEC-RAS modeling over the river are being performed in accordance with the SCDOT Requirements for Hydraulic Design Studies. Ms. Warmuth is serving a hydraulic engineer responsible for modeling the bridges to determine the hydraulic opening, scour, and associated roadway drainage. This project will require FEMA coordination.

Ripley Station Road Bridge Replacement – Lexington County, SC | Ms. Warmuth is serving as a senior hydraulic engineer responsible for reviewing the bridge hydraulic model and risk assessment report. This project consists of the design services necessary to replace the bridge over Rawls Creek and associated roadway approaches on Ripley Station Road in Irmo. The ICE Team will provide surveying, environmental permitting, geotechnical design, preliminary and final design and plans, utility coordination, and construction support services.

I-95 South Bound over Bagshaw Swamp and I-95 South Bound over SC 46 – Jasper County, SC | Ms. Warmuth is serving as a senior hydraulic engineer responsible for field investigations aiding in the hydraulic design and the quality control of the proposed bridges. The ICE Team will provide project management, field surveys, environmental documentation and permitting, subsurface utility engineering (SUE), bridge/structural design and plans development, roadway design and plans development, geotechnical investigations and reports, hydraulic design, hazardous material survey and reports, utility coordination and plans development, and construction phase support services. The new bridges will accommodate two 12-foot travel lanes and appropriate shoulders. The proposed bridge over Bagshaw Swamp will be approximately 120 feet in length, and the proposed bridge over SC 46 will be approximately 160 feet in length.

Clements Ferry Road Widening, Phase II – Berkeley County, SC | This project consists of widening Clements Ferry Road for approximately 4.5 miles from Jack Primus Road to SC 41. The improvements involve widening the two-lane roadway to a four-lane curb and gutter section with a raised planted median and multi-use path along one side of the roadway. The project also includes construction of a new bridge over Martins Creek and the widening of an existing bridge over an unnamed tributary. This stretch of roadway has a current ADT of 14,200 and includes four signalized intersections. Ms. Warmuth served as a Senior Hydraulic Engineer responsible for reviewing the storm drainage plans and bridge hydraulic model.

Mossy Oaks Watershed Study – City of Beaufort/Town of Port Royal, SC | Ms. Warmuth serves as a senior drainage engineer for the analysis of widespread flooding issues in the Mossy Oaks district in the City of Beaufort and Town of Port Royal. This Project, awarded under the City of Beaufort IDC, involves hydraulic modeling of drainage infrastructure within a 700-acre developed watershed, which will be accomplished using the CivilStorm hydrodynamic flood routing and analysis software. Since the Project is located within a tidal zone, it is also necessary to determine storm surge flooding effects within the watershed. She is providing QA/QC services on the design of the two-dimensional hydrodynamic model of Beaufort River and Battery Creek. This two-dimensional model is being developed using the Surface-Water Modeling System (SMS) software and accepted surge analysis methodologies to model the impacts of extreme tropical storm events on the watershed.

Ride III Dirt Road Paving Project Group 1 – Horry County, SC | ICE is serving as a subconsultant to the primary design firm on this Dirt Road Paving Project which consists of the permitting, design, right of way acquisition, and construction management of the first group of County dirt roads to be paved (25 miles) identified in the 2016 Capital Project Sales Tax referendum. Ms. Warmuth is serving as a Hydraulic Engineer and is responsible for leading the drainage design and QA/QC.



BOB STEELE, SET

Stormwater

EDUCATION:
BS, Biology, Liberty University (1977) | Diploma, Sanitary Engineer, International Correspondence Schools (1967) | Diploma, Highway Engineer, International Correspondence Schools (1965)

EXPERIENCE:
Career: 1961 – Present
ICE: 2013 – Present

CERTIFICATIONS:
- Certified Senior Engineering Technician, 1979
- Certified Master Modeler – "Stormwater Systems"; Haestad Methods, 2003
- Certificate of Mastery – Completed 30-Hours of Website Training for modeling with XP-SWMM software; XP-Software, Inc., 2008

Mr. Steele is responsible for technical support and design of storm drainage systems, including hydrological studies, storm water management plans, flood studies and general activities as associated with bridge replacement assignments, roadway design, aviation, and land development/sitework projects. Mr. Steele has conducted numerous in-house Hydrology and Hydraulic training seminars for drainage design engineers and designers as well as SCDOT. The training seminar included the use of HEC-RAS, XP-SWMM for selected engineers and designers. During 2006, he was invited to work with XP-Software in "beta testing" the newest version of XP-SWMM.

EXPERINCE:

I-77 Widening & Rehabilitation Project (MM 15 to MM 27) – Richland County, SC | The work involved widening the interstate by adding one lane in the median in each direction for seven miles to include widening of 10 mainline bridges over roadways and streams. This section also included rehabilitation of an asphalt overlay with a concrete base and cross slope verification/correction. The work also included eight additional miles of pavement rehabilitation and cross slope verification/correction of southbound lanes. The pavement throughout the project consisted of asphalt overlay with a concrete base. Mr. Steele served Senior Hydrologist and performed drainage analysis of the existing culverts using HY-8 and XP-Storm. By using XP-Storm he was able to include the upstream storage to account for "real-time" conditions. All analyses were checked for conformity to current SCDOT requirements. Additionally, he built several XP-Storm dynamic models of existing storm sewer systems to check the design more accurately.

S-107 (Alligator Road) Widening – Florence County, SC | This seven-mile project includes widening from a two-lane rural roadway to a three-lane section segment from US 76 to S-103 and to a five-lane curb and gutter section with sidewalk from S-103 to west of US 52. This project also includes replacing the existing structures over I-95 and Alligator Branch Swamp Tributary and major intersection improvements at the US 52 intersection. Mr. Steele serves as a Senior Hydraulic Designer and is responsible for assisting with drainage calculations for this project.

I-85 Widening (MM 80 to 96) – Spartanburg and Cherokee Counties, SC | Mr. Steele assisted in a detailed drainage study and report of the existing drainage systems for this interstate widening project. This project consisted of the development of the Environmental Assessment and Design-Build preparation for widening approximately 16 miles of interstate. Along the approximately 16-mile project area, interchanges at Exit 83 – Battleground Road (SC 110), Exit 87 – Green River Road (S-39), Exit 95 – Pleasant School Road (S-82), and Exit 96 – Shelby Highway (SC 18) were modified to bring them into compliance with state and federal design requirements. The project also included adding a travel lane in each direction, improving various interchanges and exit ramps, and replacement of overpass bridges. This project was separated into three sections.

River's Street Drainage Study – Colleton County, SC | Mr. Steele developed the final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. Several channel hydraulic problems required the use of HEC-RAS. StormCAD was used for Final Design and Analysis of the Storm Drainage Systems.

Bob Steele, SET | Stormwater

Northside and Future Drive, Bluehouse Swamp – North Charleston, SC | This residential subdivision is located just south of Walterboro, South Carolina. The subdivision's roadway system consists of side ditches and driveway pipe culverts for their drainage system. The roadside ditches drain to a collector ditch that is located through the subdivision – from street to street. This section of the county discharges to a private pond before discharging into a swamp. Mr. Steele developed a XP-Storm model of this system of pipe culverts and ditches and the pond. This model was able to show the problem areas and thus by correction to the model.

8th Avenue Improvement Project – Aynor & Horry County, SC | Mr. Steele provided final design and completion of construction drawings of the drainage systems associated with this roadway improvement project that included numerous detention basins for stormwater management. Several channel hydraulic problems required the use of HEC-RAS. The detention basins required the use of PondPack, a flood routing program for the design of the basins. StormCAD was used for Final Design and Analysis of the Storm Drainage Systems.

P-1501 (Walterboro Bypass) – Walterboro, SC | Final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. Built XP-SWMM model of proposed complex drainage system, to utilize the programs capability of calculating and using the storage volume in the large roadside ditches.

SC-120 (Alice Drive) – Sumter, SC | Final design and completion of construction drawings of the drainage systems associated with this roadway improvement project. The adjacent area is fully developed and to be able to provide stormwater management, the proposed storm drainage system has to provide storage for the roadway widening runoff. An XP-SWMM model was developed to analyze the conveyance and required storage for the runoff from the new widening project.

US 25 (3rd Phase) – Greenville, SC | Mr. Steele was the senior designer responsible for hydrological and hydraulic studies relating to project drainage requirements. This project included numerous detention basins for stormwater management. At several locations, right-of-way could not be obtained for the required detention basin, therefore XP-SWMM was used to model the storm drainage systems to incorporate storage in the pipe systems. This resulted in a benefit to the SCDOT of eliminating several offsite detention basins and the maintenance associated with the basins.

U.S. Route 301 – Bamberg, SC | This Town, located in the southeastern part of the state, has been built in a large depression. The drainage outfalls from this Town, drain by a large channel to a river 2-miles north of the town and by a large channel to a swamp 2-miles south of the town. During tropical storm events, a large portion of the Town is flooded and remains flooded for several days following the storm event. U.S. Route 301 has been closed for several days due to the flooding. Using field survey, provided by the SCDOT, 3 large XP-SWMM models were built to analyze the existing drainage systems. These models were used to re-design the existing systems to provide an adequate drainage system, eliminating the flooding. Typical design criteria were used to design a new roadway storm drainage system for U.S. Route 301. The major outfall channel systems were re-designed to be able to convey the runoff from the Town's watersheds.

Red Bay Road Improvement Project – Sumter County, South Carolina | Developed HEC-2/HEC-RAS model of Turkey Creek, an existing FEMA regulated stream, for new bridge widening crossings. Ran model and computer new floodway. Prepared new hydrology study for this HEC-2/HEC-RAS study. Used SCS and USGS Regression Methods to generate runoffs for comparison with FEMA and Corps of Engineers published runoff.

US 25 Widening (Phase 1) – Greenville, SC | Mr. Steele was the senior designer responsible for hydrological and hydraulic studies relating to project drainage requirements. Studies included a flood plain study, utilizing HEC-2, SWMM/EXTRAN, and several storm sewer programs for analyzing the Hydraulic Grade Line.

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Sarah Brammell

Senior Ecologist
Qualified Airport Wildlife Biologist



Sarah is an environmental professional with over 20 years of experience and leadership in natural resources, environmental issues in aviation, environmental permitting, NEPA documentation, and wildlife hazard management. Through her combined aviation experience as the previous Sr. Manager of Planning and Environmental Compliance with Lee Count Port Authority and 13 years of aviation consulting, Sarah provides clients with innovative approaches to environmental planning and permitting projects. She is a leader in providing project management and ecological expertise in National Environmental Policy Act (NEPA) projects and Wildlife Hazard Management.

Project experience includes local, state, and federal wildlife and wetland permitting and mitigation, environmental planning/airport master plans, Environmental Assessments (EAs), Categorical Exclusions (CATEX), listed species assessments and agency consultation. Sarah has provided wildlife hazard management services for commercial service, general aviation airports, and the U.S Air Force Air National Guard Bird/Aircraft Strike Hazard (BASH) program. Projects include Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Wildlife Hazard Site Visits, 14 CFR Part 130 Airport Personnel Training, and BASH site visits and training. Ms. Brammell's project experience has spanned the U.S. (in all major regions) and internationally.

Tampa International Airport, FL
Miami International Airport, FL
Orlando International Airport, FL
Southwest Florida International Airport, FL
St. Pete-Clearwater International Airport, FL
Ocala International Airport, FL
Jacksonville International Airport, Fl
Cecil Airport, FL
Lakeland Linder Regional Airport, FL
Page Field Airport, FL
Gainesville Regional Airport, FL
Okeechobee County Airport, FL
Arcadia Municipal Airport, FL
Flagler County Airport, FL
North County General Aviation Airport, FL
Lantana Airport, FL
Malcolm McKinnon Airport, GA
Brunswick Golden Isles Airport, GA
Indianapolis International Airport, IN
SW Georgia Regional Airport, GA
Middle Georgia Regional Airport, GA
Valdosta Regional Airport, GA
Louis Armstrong New Orleans International Airport, LA
Atlantic City International Airport, NJ
Victoria Regional Airport, TX
Arlington Municipal Airport, TX
Mesquite Metro Airport, TX
Fort Worth Spinks Airport, TX
East Texas Regional Airport, TX
Redding Municipal Airport, CA
Sacramento International Airport, CA
Redlands Municipal Airport, CA
Kona International Airport, HI
Molokai Airport, HI
Kahului Airport, HI
Dayton-Wright Brothers Airport, OH
Pittsburgh International Airport, PA

International
Ottawa Macdonald-Cartier International Airport - Canada
Mexico City International Airport (Texcoco Location) - Mexico

Expertise

Wildlife Hazard Assessments, Wildlife Hazard Management Plans, Wildlife Hazard Site Visits, Airport Staff Training

Natural Resource Management

Environmental Permitting & Planning

Listed-Wildlife Species

Education

M.P.A. Environmental Policy - Florida Gulf Coast University (2008)

B.A. Biology - Susquehanna University (1996)

Certifications/Training

Qualified Airport Wildlife Biologist

Authorized Gopher Tortoise Agent & Burrowing Owl Registered Agent

National Highway Institute Introduction to NEPA and Transportation Decision-making

ACI-NA Certificate in Airport Environmental Management

National Riffle Association - Firearms Safety Instructor

Professional Organizations

Bird Strike Committee USA - Executive Committee Member

Airports Council International - North America - Co-Chair Natural Resources Working Group

Florida Airport Council - Past Environmental Committee Chair

BLUE WING ENVIRONMENTAL

www.bluewingenv.com



EDUCATION:
MS, Environmental Health (Health Science Water Quality), University of South Carolina (2000) | BS, Wildlife Biology, Clemson University (1995)

EXPERIENCE:
Career: 1998 – Present
ICE: 2017 – Present

CERTIFICATIONS / TRAININGS:

- FHWA-NHI NEPA & Transportation Decision-Making
- SCDHEC CEPSCI
- Applied Fluvial Geomorphology-Rosgen Level 1
- Comprehensive NEPA Community Impact Assessment
- Environmental Justice, and Public Involvement Training
- 40-hour Basic Wetland Delineation Course
- 24-hour Interagency Consultation for Endangered Species Course

BARRETT STONE

NEPA/Environmental Assessments

Mr. Stone has experience providing environmental services for a variety of projects throughout South Carolina. His expertise includes NEPA documentation, environmental permitting, and environmental compliance among other environmental related services. Mr. Stone's daily tasks include preparation of Environmental Assessments and Categorical Exclusions, biological assessments, review and interpretation of environmental technical reports, coordination with appropriate state and federal officials, public involvement, wetland delineations, threatened and endangered species assessments, preparation of jurisdictional determination submittals, permit submittals, mitigation planning, and acquisition of applicable Section 404 permits and State 401 Certifications. Prior to the consulting industry, Mr. Stone worked for the South Carolina Department of Health and Environmental Control (SCDHEC) for over six years where he served as an Aquatic Biologist performing stream biological surveys, water quality investigations, and fish tissue collection. He also developed and implemented water quality studies, investigation of non-point source pollution, biological monitoring (fish and macro-invertebrate), and prepared reports.

EXPERIENCE:

Butler Road Improvements – Greenville County, SC | Mr. Stone serves as the Environmental Manager responsible for NEPA compliance including public involvement. The project area includes an EJ community that required extensive public outreach along with general public involvement. Strategies and material utilized included various mailers, newsletters, signage, strategic community meeting, Spanish translation, a virtual public meeting, and an in-person meeting that was conducted in compliance with COVID-19 protocols at the time. The project consists of improving approximately 1.5 miles of existing roadway including construction of a sidewalk and multi-use path.

I-26 Widening (MM 85-101) Final Design and QC Inspection/Testing – Richland, Lexington, and Newberry Counties, SC | Mr. Stone is serving as the Environmental Manager responsible for NEPA compliance and acquisitions of the applicable Section 404/401 permits. This includes preparation of a NEPA re-evaluation; preparation/acquisition of an individual Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from SC Department of Health and Environmental Control; and environmental compliance support during construction. This Design-Build project includes 16 miles of widening and reconstruction, three new interchanges, and eight overpasses north of Columbia from mile marker 85 to 101. This project will reconstruct pavement, increase capacity, and upgrade interchanges and overpass bridges to meet state and federal design requirements. SCDOT intends to widen I-26 from four lanes to eight lanes from approximately Exit 101 (US 176) to just west of Exit 97 (US 176) and from four lanes to six lanes from just west of Exit 97 (US 176) to just west of Exit 85 (SC 202) in Richland, Lexington, and Newberry Counties. Interchanges will be improved at Exit 97 (US 176), Exit 91 (S-48), and Exit 85 (SC 202). Overpass bridges will be replaced at Koon Road, Shady Grove Road, Mt. Vernon Church Road, Old Hilton Road, Peak Street, Holy Trinity Church Road, and Parr Road. The weigh station at mile marker 94 westbound will also be upgraded.

US 17 Congestion & Infrastructure Study – Charleston County, SC | As an Environmental Planner, Mr. Stone provided direct environmental support and analysis in regard to numerous potential alternatives. Services provided include a comprehensive environmental review which includes data collection and an environmental

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Barrett Stone | NEPA/Environmental Assessments

screening for potential project impacts such has wetlands and other waters of the U.S., natural resources, endangered species, hazardous waste and underground storage tanks, air quality, and Section 4(f) and 6(f). Mr. Stone is also providing public involvement support services throughout the duration of the project. This project consists of preparing a Congestion & Infrastructure Study on US 17. The study area is approximately three miles from Avondale Avenue at Savannah Highway, across the Ashley River Bridges and through the Crosstown to its connection with I-26 near Coming Street. It includes the intersections and interchanges with major arterials such as SC 61, Wesley Drive, Folly Road, Lockwood Boulevard and the James Island Connector.

US 17 at Main Road (S-20) Interchange Improvements and Main Road (S-20) Widening – Charleston County, SC | Mr. Stone serves as the Environmental Permitting Lead responsible for the preparation and submittal of the Section 404 wetland permit and associated critical area permit to the USACE and SCDHEC-OCRM, respectively. This project consists of providing engineering services necessary for the preparation of an Environmental Impact Statement (EIS), preliminary road and bridge plans, right of way plans, and final construction plans for roadways and bridges; traffic studies for constructing a grade separated interchange at US 17 and Main Road; widening Main Road and Bohicket Road from Betsy Kerrison Parkway at River Road to Bees Ferry Road; replacing the existing Main Road Bridge over the CSX Railroad; and constructing a shared use path from the West Ashley Greenway to Bees Ferry Road. In addition, existing flooding of Main Road between US 17 and CSX Railroad will be addressed.

Pathways Project – Beaufort County, SC | This project consists of the design services necessary for the addition of a 10' pathway along sections of roadways throughout the County. The purpose of this project is to help provide safe walking routes to schools and improved access to residential communities. The total length of the pathways is approximately 16.4 miles for the projects assigned to date. Mr. Stone serves as the Environmental Manager responsible for managing and delivering all environmental services including wetland delineations, jurisdictional determinations, and subsequent wetland permitting services.

Emergency Bridge Package 2018-1 – Orangeburg and Dillon Counties, SC | As the Environmental Manager, Mr. Stone provided NEPA compliance, acquisition of Section 404/401 permitting, and environmental compliance support during construction. This Design-Build (DB) project involved the replacement of three bridges including S-50 (Four Holes Road) over I-26 in Orangeburg County and S-45 (Lester Road) over Little Pee Dee River and Swamp in Dillon County. The original 266' S-50 Bridge (which was severely damaged by vehicular impact and subsequently demolished in March 2018) was replaced with a 2-span, 45" deep Florida I-Beam bridge with a cast-in-place concrete interior bent supported by pile footings and MSE walls in front of pile-supported integral end bents. The design allowed for 2 lanes of future widening in each direction of I-26 to the inside providing a 72' clear opening for both directions of traffic. The bridge replacements on S-45 consisted of prestressed hollow-cored slab superstructures with prestressed pile-supported interior bents at both sites. All three bridges required formal seismic analysis and design in accordance with the SCDOT Seismic Design Specifications, and the S-50 site required a pushover analysis.

Fred Nash Boulevard Widening and Extension – Horry County, SC | This project consists of widening Fred Nash Boulevard to a three-lane section and extending the roadway from its current termini to a proposed intersection with Harrelson Boulevard in Horry County. Mr. Stone is serving as the Environmental Manager responsible for environmental documentation and acquisition of applicable Section 404/401 permits.

SC 421 (Poplar Street/Augusta Road) Bridge Replacement over Little Horse Creek – Aiken County, SC | SCDOT has identified the need to replace the existing SC 421 Bridge over Little Horse Creek in Aiken County, which was originally built in 1957 and reconstructed in 1972. The existing bridge structure is a T-Beam concrete cast-in-place superstructure measuring 94 feet long by 64 feet wide. The existing bridge/approach is a four-lane curb and gutter section with no median and the sidewalks are less than five feet wide. Mr. Stone serves as the Environmental Manger responsible for the completion of a Categorical Exclusion NEPA document and the acquisition of the Section 404 individual permit. The Categorical Exclusion document was completed in 2019 and included de Minimis Section 4(f) evaluation, various environmental technical studies, and public involvement efforts.



EDUCATION:
BS, Environmental Engineering, Louisiana State University (2021)

EXPERIENCE:
Career: 2021 – Present
ICE: 2021 – Present

REGISTRATION:
Engineer-In-Training: LA #0035015

CERTIFICATIONS:
NPDES Stormwater

Wade Hamilton, EI

Aviation Designer

Mr. Hamilton serves as an Aviation Designer for ICE's Baton Rouge office, working for airport clients throughout the state of Louisiana with an emphasis on environmental projects involving hydraulic modeling, environmental site assessments, and NEPA compliance. He has cultivated an understanding of FAA environmental policies and construction specifications as well as industry safety protocols and operational standards. Mr. Hamilton has experience tracking government funding and providing project management services. He is well-versed in ArcGIS, AutoCAD, Autodesk Civil 3D, EPANET, and HEC-RAS.

EXPERIENCE:

Perimeter Fence, Allen Parish Airport – Oakdale, LA | This project involved a preliminary site investigation, wetland delineation, and preparation of GIS figures to be used for environmental permitting applications. Mr. Hamilton served as a Junior Environmental Specialist for the field investigations and as a Designer for the preliminary design. He was responsible for assisted with delineating wetlands, preparing GIS figures, and CATEX documentation.

Airport Obstruction Removal Project, Allen Parish Airport – Oakdale, LA | Serving as a Designer, Mr. Hamilton assisted in the preparation of a workplan for the clearing activities to present to the US Army Corps of Engineers. The scope included the identification of trees obstructing the navigable airspace and selection of an appropriate clearing method. Mr. Hamilton analyzed survey data pertaining to the trees and imaginary 3D surfaces representing the Airport's navigable airspace. He performed slope calculations and helped identify which trees needed to be removed.

T-Hangar Development, DeQuincy Industrial Airpark – DeQuincy, LA | Mr. Hamilton served as a Designer and assisted with the design of three t-hangar buildings and the associated pavements to access the site. Elements of the site development included hydraulic modeling, material volume calculations, and pavement design.

PREVIOUS EXPERIENCE:

Internship – Baton Rouge, LA | Mr. Hamilton served as an Aviation Design Intern for ICE's airport clients statewide. He focused on environmental disciplines including hydraulic modeling, geotechnical engineering, NEPA compliance, and wildlife mitigation. Mr. Hamilton conducted environmental assessments and tracked government funding sources and project timelines. He became abreast with FAA environmental policies and construction specifications and gained experience regarding design rationale and calculations.

Internship – Charleston, SC | Mr. Hamilton served as an Environmental Engineering Intern (II) for Meridian Energy & Environmental, LLC on a contracted project to conduct labelling and safety updates at a chemical manufacturing plant in collaboration with LANXESS Chemicals. In this role, he interpreted process and instrumentation diagrams pertaining to reactors, scrubber equipment, ventilation systems, and related machinery. Mr. Hamilton familiarized with on-site industrial safety protocols and operational standards.

Internship – Charleston, SC | Mr. Hamilton served as an Environmental Engineering Intern (I) for Meridian Energy & Environmental, LLC. During his internship, he designed a hydrogen peroxide-UV light water treatment system for local engine manufacturing clients. Mr. Hamilton also assisted the owner/principal with environmental consulting services and legalities and prepared Form R documentation for clients-based safety and product data sheets.



BRANDON HIERS, PE, ENV SP

SENIOR CIVIL ENGINEER/PAVEMENT ENGINEER

Brandon Hiers, PE, ENV SP, serves as AVCON's Senior Pavement Engineer for airfield pavements from initial materials evaluation through construction administration and acceptance testing. He has been responsible for overall scope development for Airfield Pavement Management System (APMS) programs; in-field pavement evaluations; and modifications of standards to achieve optimal designs. Brandon has attended advanced materials courses with the Asphalt Institute and American Concrete Pavement Association and has successfully designed numerous airfield pavements utilizing both asphalt and concrete. He also serves as technical advisor on airport projects for the firm, ranging from major airfield rehabilitation projects to minor emergency repairs; airline gate, fueling and Passenger Boarding Bridge analysis; grading and drainage design; and utility adjustments. He has hands-on knowledge of FAA's FAARFIELD and COMFAA programs and is an expert at AVIPLAN, used to validate airfield geometry, simulate aircraft movements, and optimize apron utilization.

EDUCATION:
MS Construction Engineering
University of Florida

BS Civil Engineering
University of Florida

PROFESSIONAL REGISTRATION(S):
Professional Engineer, FL
No. 78617

YEARS OF EXPERIENCE:
13

YEARS WITH AVCON:
12

PERCENTAGE AVAILABLE:
30%

AVCON

RELEVANT EXPERIENCE:

TAXIWAY F EXTENSION AND CONSTRUCTION OF TAXIWAY E
Winter Haven Regional Airport, Winter Haven, FL | Project Engineer
This $4.1M project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and markings.

RUNWAY 14-32 REHABILITATION
Valkaria Airport, Brevard County, FL | Project/Pavement Engineer
The objectives of this $3.5M project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

REHABILITATION RUNWAY 4-22
Zephyrhills Municipal Airport, Zephyrhills, FL | Project Manager
Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 22 end was removed and crushed on site to create additional new base material. The runway numerals were adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting systems (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of two new 4-Box PAPIs, as well as marking and grooving of the runway. A new taxiway and hold apron were constructed to de-conflict the Runway 22 and Runway 18 ends to comply with geometric requirements of FAA AC 150/5300-13A.

REHABILITATION OF RUNWAY 6-24
Kissimmee Gateway Airport, Kissimmee, FL | Project Engineer
This $2.8M project consisted of pavement and geometry analysis for rehabilitation of Runway 6-24 (5,000 x 150 ft); design provision for Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; stormwater design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

Brandon Hiers, PE, ENV SP | Airfield Electrical

RUNWAY 5-23 REHABILITATION

Tampa Executive Airport, Tampa, FL | Project Engineer

This $5.9M project included a pavement condition evaluation, rehabilitation alternatives analysis, and design of an asphalt rehabilitation for Runway 5-23 and the associated connector taxiways. To address changes in the FAA geometric requirements, the taxiway connectors were reconstructed to modify the fillet geometry between Runway 5-23 and Taxiway E. In addition, all of the runway and taxiway edge lighting, REIL's, PAPI's, and MALSR were replaced and the electrical vault upgraded to accommodate the airfield electrical improvements.

INVESTIGATION OF RUNWAY 12-30 EXTENSION

Mercedita Airport, Ponce, PR | Project Engineer

AVCON performed a preliminary inspection of the pavement at the Mercedita Airport. This included Runway 12-30 (6,900 ft x 150 ft), a single parallel taxiway, and two aprons. The commercial apron was constructed as a concrete pavement structure while all other facilities were constructed as asphalt pavement. The chronology of available aerial imagery indicates that no major rehabilitation has occurred for the concrete apron in over 20 years. The majority of the active runway was last rehabilitated in 2003 and the eastern half of the parallel taxiway was rehabilitated in 2006. A more recent project in 2010 rehabilitated the western runway extension and turn around; however this pavement has yet to be fully accepted and utilized due to issues arising from possible groundwater, construction materials, and/or construction methods. AVCON was tasked by the Puerto Rico Ports Authority with the evaluation of this specific area for determination of possible causes and remediation recommendations.

EAST AND WEST APRON REHABILITATION

DeLand Municipal Airport, DeLand, FL | Project Engineer

This $2.5 project includes the rehabilitation/reconstruction of the East and West Aprons that will be based on the Interim ALP Update (subject to FAA approval). A small section of the existing abandoned pavement will be removed as part of this project and the rest of the pavement will be rehabilitated/reconstructed for use as aircraft parking apron or taxilanes. Aircraft parking spaces will be identified, and tie-down anchors will be installed. Apron taxilanes will be delineated with pavement markings to meet the current FAA geometric requirements and eliminate "direct connect" issues with the runways. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

NORTH GENERAL AVIATION RAMP REHABILITATION

Naples Airport, Naples, FL | Project Engineer

This $2.2M project consists of rehabilitation of the flexible asphalt pavements of the North General Aviation ramp and taxilane areas located north, northeast, and east of the Terminal. Portland Cement Concrete aprons were designed around the T-hangars and other hangar buildings to keep flexible paving operations a safe distance away from the structures to prevent damage. The project included 95,000 SY's of asphalt pavement removal/milling and 12,000 tons of new asphalt placement.

RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL | Project Engineer

The objectives of this $3.5M project were to extend the useful life of the existing pavements, to update the pavement geometry and to enhance the safety of air operations at the airport. Another component of the project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

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CARL JOHNSON, EC, ACE
SENIOR AIRFIELD LIGHTING SPECIALIST

Mr. Carl Johnson, EC, ACE, has 40+ years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. For the last 32 years, his primary focus has been the design and construction/inspection of area lighting, airfield lighting and NAVAID systems. Mr. Johnson's background in construction and design experience on a wide variety of general aviation, military, and air carrier facilities gives him unique expertise in the planning and detailed design of lighting facilities. He has an extensive knowledge of NFPA, NEC, IES, FAA, and military standards. Mr. Johnson serves as a voting member on the IES Technical Committee for the Illuminating Engineering Society's Recommended Practice 37 (RP-37) Outdoor Lighting for Airport Environments. RP-37 provides FAA and industry recognized guidelines for lighting all aspects of an outdoor airport environment. Mr. Johnson has presented several papers on airfield lighting, electrical maintenance and electrical safety.

EDUCATION:
AS Computer Integrated Manufacturing Valencia Community College, 1992

PROFESSIONAL REGISTRATION(S):
Electrical Contractor, FL No. EC13003002

Airport Certified Employee – Airfield Lighting Maintenance, The American Association of Airport Executives (2008)

YEARS OF EXPERIENCE:
42

YEARS WITH AVCON:
21

AVAILABILITY:
35%

RELEVANT EXPERIENCE:

TAXIWAY G AND NEW ELECTRICAL VAULT
Ormond Beach Municipal Airport, Ormond Beach, FL | *Senior Airfield Lighting Specialist*
This $4M project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

RUNWAY 14-32 REHABILITATION
Valkaria Airport, Brevard County, FL | Senior Airfield Lighting Specialist
One component of this $4M project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the

REHABILITATION OF RUNWAY 6-24
Kissimmee Gateway Airport, Kissimmee, FL | Senior Airfield Lighting Specialist
The project consisted of design and bid phase services, including pavement and geometry analysis for rehabilitation of Runway 6-24 (currently 5,000 ft x 150 ft); design provision for the Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; storm-water design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

TAXIWAY F EXTENSION AND TAXIWAY E
Winter Haven Municipal Airport, Winter Haven, FL | Senior Airfield Lighting Specialist
The project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The pavement structure for all new pavements consisted of bituminous surface course on a limerock base course. The total asphalt quantity was approximately 7,225 tons of P-401 asphalt. The 10 ft-wide taxiway shoulders was constructed of compacted and stabilized subgrade. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and marking new taxiway pavement and runway blast pads.

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RUNWAY 4-22 REHABILITATION

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Airfield Lighting Specialist

Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 4-22 end was removed and crushed on site to create additional new base material. As part of the project, the runway numerals we adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting system (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of new 4-Box PAPIs, as well as marking and grooving of the entire runway.

REHABILITATION OF TAXIWAYS - PHASE 1

Orlando Executive Airport, Orlando, FL | Senior Airfield Lighting Specialist

This project included the rehabilitation of the existing asphalt pavement, lighting, signage, and markings for Taxilane E and portions of Taxiways E, E4, E5, A, and B. The work also incorporated the reconstruction and realignment of Taxiway E6 and associated grading. This project was one of the first projects constructed in Florida per FAA AC 150/5300-13A (Change 1). Key project elements included milling approximately 24,000 SY of existing taxiway pavement; constructing approximately 11,500 SY of new full strength and shoulder taxiway pavement; placing 5,500 tons of P-401SP asphalt; re-aligning the Taxiway E6 centerline to improve safety; installing LED taxiway edge lights and LED signage; and replacing electrical manholes with safer, more efficient new junction can plazas.

ASSESSMENT OF EXISTING AIRFIELD LIGHTING AND AIRFIELD LIGHTING VAULT

Page Field General Aviation Airport, Ft. Myers, FL | Senior Airfield Lighting Specialist

The project included a visual assessment of existing airfield lighting, signs, and vault at Page Field General Aviation Airport in anticipation of the program to upgrade and refurbish the existing lighting systems serving the airport. The goal of the project was to assess existing conditions, evaluate the requirements for upgrades or enhancements to the various systems, and prepare a series of conceptual estimates of the work. The purpose of this assessment was to bring the lighting system into conformance with current FAA regulatory standards and modern energy initiatives. Following the assessment, AVCON prepared a project report which defined the required upgrades and provided a basis for conceptual cost estimates to be used as part of the long-term, multi-phase airfield enhancement program. The airfield lighting vault assessment identified the incoming power system, regulators, emergency generator, and airfield lighting controls system and provided a general overview of building conditions to provide a framework for long-term implementation.

AIRFIELD LIGHTING VAULT STUDY

Perry Foley Airport, Taylor County, FL | Senior Airfield Lighting Specialist

The project included a detailed field evaluation and electrical capacity assessment to identify the requirements needed to upgrade and refurbish airfield electrical improvements and the existing airfield lighting vault serving Perry Foley Airport. The project included a program to conduct a field evaluation and electrical capacity assessment of the lighting vault in order to establish the baseline operating parameters of the vault. These results enabled the team to make a detailed assessment of upgrade requirements and define the airfield electrical improvement project. The study also included evaluation of vault and beacon tower lightning protection.

REHABILITATION RUNWAY 9L - 27R

Cecil Airport, Jacksonville, FL | Senior Airfield Lighting Specialist

Art performed design quality assurance reviews, provided construction administration phase services, and served as liaison to the Airport for this runway rehabilitation project. Construction consisted of demolition of two historic airplane arresting systems, de-coupling the pavement at the intersection with RW 18R – 36L, milling and resurfacing (M&R) 2-in of asphalt pavement for the 50-ft center keel of the runway, and M&R 1.5-inches for the 75-foot outer sides of the keel section. Also included were adjustments to the intersecting taxiway edge lighting, airfield signing adjustments, and re-painting the runway pavement markings.

RUNWAY 18L-36R REHABILITATION

Cecil Field, Jacksonville, FL | Senior Airfield Lighting Specialist

This rehabilitation project consisted of removing and replacing the center 50-foot concrete keel section of pavement—500' at the 18L end and 5,000' at the 36R end. The project also included remarking the entire runway to current standards. A short construction schedule, 120 days, was implemented to reduce the amount of time the runway would be closed. The project was successfully completed on time due to the combined efforts of the Contractor, RPR, JAA Staff, VQQ staff, and the Engineer.

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MARK GOODACRE, ACE
SENIOR ELECTRICAL DESIGNER

Mark Goodacre, ACE has more than 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated Runways, Taxiways and Parking Aprons. Additionally, he has special expertise in 3D modeling. Mark's extensive airfield lighting and NAVAID experience includes work at VQQ, MCO, SFB, Patrick Air Force Base, and AVL.

EDUCATION:
AS Mechanical Engineering
State University of New York - Farmingdale

PROFESSIONAL REGISTRATION(S):
Airport Certified Employee (ACE)
Airfield Lighting Maintenance (AAAE)

YEARS OF EXPERIENCE:
41

YEARS WITH AVCON:
20

AVAILABILITY:
35%

RELEVANT EXPERIENCE:

EAST AND WEST APRON REHABILITATION
DeLand Airport, DeLand, FL | *Senior Electrical Designer*
This $2.5M project includes the rehabilitation/reconstruction of the East and West Aprons that will be based on the Interim ALP Update (subject to FAA approval). A small section of the existing abandoned pavement will be removed as part of this project and the rest of the pavement will be rehabilitated/reconstructed for use as aircraft parking apron or taxilanes. Aircraft parking spaces will be identified, and tie-down anchors will be installed. Apron taxilanes will be delineated with pavement markings to meet the current FAA geometric requirements and eliminate "direct connect" issues with the runways. This will bring the pavements into compliance with the current FAA design standards per AC 150-5300-13A.

REHABILITATE, MARK AND LIGHT RW 18-36
Wauchula Regional Airport, Wauchula, FL | Senior Electrical Designer
This $2.2M project comprised rehabilitating Runway 18-36 as well as standard Blast Pad design provisions, Medium Intensity Runway Light (MIRL) rehabilitation, REIL units, Airfield Lighting Vault study and necessary modifications, Navigational Aids (PAPI-4) analysis and design to consider LED technology, temporary and permanent Runway Marking design, stormwater and environmental review design, and obstruction clearing in both approaches per the latest AMPU.

TAXIWAY G AND NEW ELECTRICAL VAULT
Ormond Beach Municipal Airport, Ormond Beach, FL | *Senior Electrical Designer*
This $4M project included design of a full-length taxiway Golf parallel to existing Runway 17-35. AVCON completed an Electrical Vault Study and report which included make and inventory of the existing electrical vault, load measurements of equipment and airfield lighting regulators and results. The new electrical vault included a 13 ft x30 ft pre-cast concrete wall building, site constructed, with new Airport Lighting Control System (ALCS), regulators, conductors, main and auxiliary panels, main disconnects, and HVAC System. A new diesel-powered backup generator with support pad and appurtenances was also constructed.

TAXIWAY B RECONSTRUCTION
Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Electrical Designer
This project primarily consisted of rehabilitating Taxiway B which was 5,150 ft x 35 ft. The project was divided into two separate bid schedules (to address AIP eligible and non-AIP eligible work). Bid Schedule A consisted of removal of existing asphalt surface course and limerock base course of Taxiway B (35 ft wide); placement of new P-401GY (4 in) asphalt over 6 in P-211 Limerock base course; fillet widening at the Taxiway B/Taxiway A intersection; new construction at the Taxiway B/Runway 1-19 intersection; new airfield markings; new LED lighting; and new LED signage. Bid Schedule B comprised removal of existing limerock and asphalt (outside 35 ft wide Taxiway B limits) near the Terminal Ramp; placement of new P-401GY (4 in) asphalt over 6 in P-211 Limerock base course; and crack sealing and seal coating the remaining Taxiway B pavement outside the reconstruction limits.

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RUNWAY 14-32 REHABILITATION

Valkaria Airport, Brevard County, FL | Senior Electrical Designer

One component of this $4M project involved installing a complete FAA Medium Intensity Runway Lighting (MIRL) system using LED technology for Runway 14-32. In addition, a new electrical vault with new electrical service connection was constructed. Existing runway threshold lights on Runway 10-28 were located and connected to the new electrical vault. The lighting, marking and signage was also replaced/upgraded for the future non-precision approach.

NEW ELECTRICAL VAULT LIGHTING DESIGN

Kissimmee Gateway Airport, Kissimmee, FL | Senior Electrical Designer

AVCON was responsible for the design of the building electrical/lighting and sizing of vault equipment and ALCS system. AVCON also provided an electrical site plan to indicate the power services lines, transformer pad locations, generator housing, control cable (hardware or fiber optic), airfield homeruns, etc. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS) to monitor and control the constant current regulators, airport beacon, utility power and generator power systems.

REHABILITATION OF RUNWAY 6-24

Kissimmee Gateway Airport, Kissimmee, FL | Senior Electrical Designer

The project consisted of design and bid phase services, including pavement and geometry analysis for rehabilitation of Runway 6-24 (currently 5,000 ft x 150 ft); design provision for the Runway 6 standard blast pad; airfield lighting, vault, and navigational aid analysis and design to consider future Runway 6 extension and LED versus Quartz/Halogen technology; temporary and permanent runway marking design; storm-water design and permit application; comprehensive land survey and geotechnical testing programs; comprehensive project and cost administration phase services; and FAA grant pre-application services.

TAXIWAY F EXTENSION AND TAXIWAY E

Winter Haven Municipal Airport, Winter Haven, FL | Senior Electrical Designer

The project consisted of extending Taxiway F to the Runway 5 and 23 ends, new construction of Taxiway E from the Runway 11 end to the intersection of Runway 5-23, and new blast pads on the Runway 5 and 23 ends. The pavement structure for all new pavements consisted of bituminous surface course on a limerock base course. The total asphalt quantity was approximately 7,225 tons of P-401 asphalt. The 10 ft-wide taxiway shoulders was constructed of compacted and stabilized subgrade. The electrical components of the project included new LED taxiway edge lights, cable and conduit, and signage. The project also included drainage improvements and marking new taxiway pavement and runway blast pads.

RUNWAY 4-22 REHABILITATION

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Electrical Designer

Pavement rehabilitation involved recycled stabilized base construction utilizing the existing pavement structure (asphalt and limerock) prior to a 4 in asphalt overlay. Additionally, an area of concrete in poor condition at the Runway 4-22 end was removed and crushed on site to create additional new base material. As part of the project, the runway numerals we adjusted from 4-22 to 5-23 to account for the current magnetic declination. The project also included rehabilitation of the runway lighting system (upgrade to LED edge lights, threshold lights, and REILs), new signage, and the installation of new 4-Box PAPIs, as well as marking and grooving of the entire runway.

RUNWAY 9R MALSR

Cecil Airport, Jacksonville, FL | Senior Electrical Designer

This project consisted of technical planning assistance, survey and base drawings, engineering design, specifications, scheduling, cost estimating, bidding, and construction phase services in connection with the installation of a Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) for Runway 9R. The project included siting, site preparation, utility service coordination, clearing and coordination with FAA to ensure a fully functional system.

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RICHARD OSBORNE, CM, ACE

Planning

Mr. Osborne serves as a Vice President of Aviation Planning for ICE supporting aviation projects throughout the Southeast. He is responsible for the production of aviation planning projects including master plans, airport layout plans, statewide system plans, benefit-cost analyses, Part 77 surface evaluation, runway length analyses, conceptual airport development plans, and various specialty studies. He assists with the project review process to ensure that the product delivered to clients is consistent, correct, and continuously improving. Mr. Osborne manages the planning staff in concert with the client and subconsultants to coordinate planning efforts; FAA Advisory Circular compliance; and design of airport facilities, projects, and programs. He is involved in the preparation of plans, reports, staff guidance, proposal preparation, and business development. Prior to joining ICE, Mr. Osborne served as the Director of Planning & Engineering for the Roanoke Regional Airport & Commission in Virginia and the Airport Director at for the City of Winter Haven in Florida. This experience from various locations provides him extensive knowledge of the aviation industry that he utilizes for his clients and the products he delivers.

EDUCATION:
BS, Professional Aeronautics, Aviation Safety (Minor), Embry-Riddle Aeronautical University (2002)

AS, Architectural Design and Construction Technology, Hillsborough Community College (1995)

EXPERIENCE:
Career: 1993 – Present
ICE: 2021 – Present

REGISTRATIONS:
AAAE Certified Member (CM)
AAAE Airport Certified Employee (ACE – Part 139 Operations)

CERTIFICATIONS/ TRAINING/LICENSES:
FAA Private Pilot's Certificate
FAA Small UAS Certificate
Airfield Lighting Training
Florida Real Estate License

EXPERIENCE:

Customs & Border Patrol Point of Entry Study, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | The Airport wanted to investigate the feasibility of establishing a point-of-entry through the implementation of a Customs & Border Patrol Point (CBP) facility. As Project Manager, Mr. Osborne coordinated with CBP personnel, reviewed available guidance, and performed an analysis of potential revenues versus expenses to determine financial feasibility. The forecast of activity and revenues determined that this facility would likely require subsidization with airport finances.

Runway Length Justification Study, Daytona Beach International Airport – Daytona Beach, FL | The FAA required a runway length evaluation of the Airport's main runway, Runway 7L-25R, to determine whether tangible evidence existed to warrant partial or full funding of the rehabilitation. Historical operational data gathered from the FAA FAA's Air Traffic Activity Data System (ATADS) and from the Bureau of Transportation Statistics (BTS) was utilized to determine that a length ranging between 8,100 and 8,800 feet was required. As a result, the pending maintenance project for the full runway length was funded by the FAA. Mr. Osborne served as Senior Planner and Project manager of this effort.

Master Plan Update, Sarasota International Airport – Sarasota, FL | Serving as Project Manager, Mr. Osborne was responsible for the production and oversight of the various master plan elements at the Airport. Mr. Osborne coordinated with team consultants, tenants, airport staff, and staff to gather and share project information to recommend improvements which would allow the Airport to accommodate the anticipated demand throughout the 20-year planning period. Some of the recommended improvements included the re-alignment of taxiways to comply with FAA standards, new rental car off-site facility, commercial apron expansion, and provisions for additional commercial hangar facilities.

Master Plan Update, Tallahassee Regional Airport – Tallahassee, FL | Mr. Osborne served as Senior Airport Planner responsible for the Master Plan Update. Alternatives were taken from the Master Plan Report and integrated into an ALP set and a subsequent Financial Plan showing phasing and cost estimates for all projects scheduled during the 20-year planning period. Grants, Passenger Facility Charges (PFC), and local funds were

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allocated to fund various projects and the costs were then integrated into the Airport's financials to show financial deficits and surpluses.

Hillsborough County General Aviation Master Plan Updates – Hillsborough County, FL | Mr. Osborne served as Project Manager and provided oversight for the development of master plan updates for three general aviation (GA) airports: Peter O. Knight Airport (TPF), Tampa Executive Airport (VDF), and Plant City Airport (PCM). The updates assessed the operational efficiency, effectiveness, and safety of each airport; evaluated the airfield configuration, layout, and circulation for conformance with FAA guidance and regulations; developed a business plan that identifies the potential for new revenue generating sources within each airport's existing and/or ultimate property boundaries; evaluated and incorporated the aviation needs of both airport users and the surrounding communities; and assessed the needs of current tenants and requirements necessary to attract new tenants and/or to expand facilities.

Runway 4-22 Airplane Reference Code (ARC) and Runway EMAS Evaluation, Sarasota-Bradenton International Airport – Sarasota, FL | The crosswind runway, Runway 4-22, lacked the needed safety area to accommodate the activity that regularly utilized the runway. Mr. Osborne serving as Project Manage and performed an in-depth analysis of the Airport's operational activity to establish the runway's takeoff and landing length requirements to determine if threshold displacement was a viable option. He was responsible for the oversight and analyses of upgrading an existing general aviation runway from a B-II to a D-II while providing adequate safety area through use of an Engineered Material Arresting System (EMAS). Due to the frequent operations by the Canadair Regional Jet, the resulting analyses determined the only feasible solution that would preserve the runway's takeoff and landing lengths by incorporating the Engineered Material Arresting System (EMAS) at both runway ends.

A380 Implementation Strategy Project, Miami International Airport – Miami, FL | Serving as Aviation/Planner, Mr. Osborne was responsible for determining the most economically feasible improvement alternatives to accommodate the A380 at Miami International Airport. Two separate runway alignments were evaluated along with their respective taxi routes. Alternatives and cost estimates were developed to provide adequate runway and taxiway requirements as indicated in FAA Engineering Briefs #63 and #65.

Passenger Parking Lot Reconfiguration, Roanoke-Blacksburg Regional Airport – Roanoke, VA | Mr. Osborne served as Director of Planning & Engineering and coordinated closely with the civil engineer to reflect changes and improvements to the Airport's main passenger terminal parking facility. The parking lot had not been renovated in many years and was in dire need of rehabilitation and reconstruction. The newly renovated lot included a repositioned toll booth, a roundabout entrance road, and a new cell phone lot.

Consolidated Rental Car (CONRAC) Facility, Roanoke-Blacksburg Regional Airport – Roanoke, VA | Utilizing customer facility charge funding, the Airport constructed a CONRAC facility to be located east of the existing terminal facility. The facility included offices, lighting, HVAC, electrical, plumbing, and signage improvements. Serving as Director of Planning & Engineering, Mr. Osborne was responsible for project oversight which included coordination, budget, schedule, and final inspection.

Airfield Signage and Lighting Project, Roanoke-Blacksburg Regional Airport – Roanoke, VA | As Director of Planning & Engineering, Mr. Osborne coordinated with the Airport's engineering consultant to develop and modify plans, specifications, and ultimately the bid advertisement to select a construction contractor. Prior to the start of construction, Mr. Osborne also coordinated closely with the FAA tower and all airline and cargo operators to inform them of planned closures and night construction activity.

Building 51 Renovation Project, Roanoke-Blacksburg Regional Airport – Roanoke, VA | The Airport purchased a 50,000 square foot building that was located adjacent to the existing property boundary. A large portion of the main floor of the building was renovated for a future tenant. The Project included reconfiguration of the interior, electrical improvements, data cabling, carpet, tile, security access, and two white noise systems. Mr. Osborne served Director of Planning & Engineering and was responsible for project oversight.

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Concourse A Renovation, Piedmont Triad International Airport – Greensboro, NC | Mr. Osborne served as Director of Planning and worked closely with a large team of consultants to perform various planning tasks for the renovation. These tasks included a detailed aircraft parking and hold room analyses with slope calculations along with the development of multiple schematic drawings.

Master Plan Update, Myrtle Beach International Airport – Myrtle Beach, SC | As Director of Planning, it was Mr. Osborne's responsibility to work closely with the Airport and allocate the resources needed to complete each task on-time and within budget. Current improvement plans include a runway extension, reconfigured parking and access, terminal and concourse expansion, commercial aeronautical development, and land acquisition.

Terminal Gate Utilization and Space Study, Myrtle Beach International Airport – Myrtle Beach, SC | Serving as Director of Planning, Mr. Osborne conducted a thorough evaluation of the terminal space and compared it against the Airport Cooperative Research Program (ACRP) 25 – Airport Passenger Terminal Planning and Design. As a result of this analysis, detailed space needs were identified for various areas of the Airport including hold room, ticket offices, ticket counters, circulation space, restrooms, concessions, and other space needs by type.

New Heliport, Annie Penn Hospital – Reidsville, NC | Mr. Osborne, Director of Planning, worked closely with hospital staff to plan for a new hard surface helicopter landing facility. The study included the analyses 77 surfaces, the identification of obstructions to be lighted or removed, and preliminary construction cost estimates.

Corporate Hangar and Apron Construction, Mount Airy/Surry County Airport – Mount Airy, NC | As Inspector for construction of this corporate hangar project, it was Mr. Osborne's responsibility to ensure that the contractor complied with the plans and specs as needed for a quality product. The Project included substantial grading, drainage improvements, lighting relocation, hangar erection, and apron construction.

Drainage Improvements Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | Serving as Airport Manager, Mr. Osborne worked closely with the civil engineer to implement a project to resolve various drainage issues that presented after heavy precipitation events. A plan was developed to divert water in different directions through site grading improvements and to improve drainage flow through the installation by removing vegetation within existing drainage areas and by installing new culverts for improved water flow.

Airport Lighting & Signage Project, South Lafourche Leonard Miller, Jr. Airport – Galliano, LA | As the Owner's Representative, Mr. Osborne coordinated closely with the Airport Engineer to provide input on the development of plans and specs for the advertisement for a construction contractor. After the selection of such, Mr. Osborne acted as the Onsite Representative providing construction oversight needed for staging, airfield access, in-field changes, and punch list items.

ADG-VI Airfield Upgrades Benefit Cost Analysis, Huntsville International Airport – Huntsville, AL | The Madison County Executive Airport Authority (MCEAA) desired a benefit cost analysis (BCA) for the purpose of justifying up to $80 Million in discretionary funding to upgrade the existing airfield to accommodate the 747-800 (ADG-VI) aircraft. The BCA concluded that the improvements would provide a benefit ratio of 1.0 or greater and were therefore deemed financially justifiable. Mr. Osborne served as Manager of Operations – Aviation Planning responsible for the BCA that was approved by the FAA.

Runway End Siting and Obstruction Analysis, Baton Rouge Metropolitan Airport – Baton Rouge, LA. | Obstructions that were once located within the approach paths of Runways 4L and 22R required that the thresholds be displaced to provide adequate clearance. The airport staff had removed many of these obstructions and the Airport desired an updated survey to reevaluate the approaches to determine whether the thresholds could be relocated closer to the runway ends for additional landing length capability. Mr. Osborne served as Project Manager responsible for this extensive planning effort. After evaluating multiple man made and vegetative obstacles in relation to FAA, FAR, and TERPs criteria, it was determined that some tree removal was required prior to relocating the thresholds to the end of usable pavement.

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Master Plan Update, Columbia Metropolitan Airport – Columbia, SC | Serving as Deputy Project Manager, Mr. Osborne was responsible for the inventory, facility requirements, and ALP set components. During the facility requirements analysis, it was discovered that the main runway did not comply with FAA line of sight standards. Additional improvements included taxiway widening, apron expansions, and relocation of the airport's general aviation facilities to a new complex located on the south side of the Airport. In addition, provisions were made for relocation of the airport's Air Traffic Control Tower and Air Rescue and Fire Fighting (ARFF) facilities.

Aircraft Gate Utilization and Ramp Re-Marking Plan, Greenville Spartanburg International Airport – Greer, SC | The Airport replaced/upgraded 12 of their passenger boarding bridges and prompted staff to evaluate their new passenger boarding bridge performance capabilities to develop an updated aircraft parking and apron marking plan. This study evaluated each of the Airport's existing 13 gate locations (9 gates on Concourse A and 4 gates on Concourse B). Mr. Osborne served as Senior Airport Planner responsible for the new development plan that included the addition of three additional aircraft parking positions and striping plans that denoted the wheel stop locations, blast areas, and aircraft exterior silhouette markings.

Establishment of LPV Approach Procedures, Seven C's Ranch Airport – Freer, TX | The owner of a private airport desired to implement Lateral Performance with Vertical (LPV) guidance approach procedures to each runway end such that it could be accessed during IFR conditions. An Aeronautical survey was conducted and uploaded to the FAA's AGIS website in accordance with Advisory Circulars 150/5300- 16A, 17C, and 18B. Mr. Osborne, Senior Airport Planner, developed an ALP style plan along with an approach evaluation. He coordinated with both the FAA and the owner to get the new procedures implemented and published.

ATCT Tower Shadow and Line of Sight Study, Hammond Northshore Regional Airport – Hammond, LA | Due to increases in activity by larger aircraft, the Airport received a grant to construct an Airport Traffic Control Tower. To identify a suitable location and cab floor height, a shadow analysis was conducted by Mr. Osborne, Senior Airport Planner, performed technical analysis and served as the point of contact to the Airport Manager. Due to Airport's ILS system, the tower height and location was also compared to the TERPS surfaces for impacts. Ultimately, a location and height were identified, and the project moved forward to the design phase.

Runway Reconstruction and Taxiway Analysis Study, McGhee Tyson Airport – Knoxville, TN | A prior evaluation of Runway 5L-23R revealed that the profile did not conform to FAA line of sight standards and therefore posed a potential safety threat that could only be resolved through reconstruction. The new grades and slopes associated with the runway's reconstruction would ultimately affect all taxiways leading to the runway. For this reason, the Metropolitan Knoxville Airport Authority (MKAA) requested that the Airport's entire taxiway network be re-evaluated to identify improvements needed to improve access, capacity, efficiency, or safety. The methods and guidance provided in FAA Engineering Brief 75 (EB75) guided the proposed locations and alignments of development of preliminary concepts that were produced for the MKAAs review and comment. Mr. Osborne served as Senior Airport Planner responsible for project management, technical analysis, and client coordination. Meetings between the MKAA and FAA ATCT personnel were held to review the alternatives and to discuss methods to facilitate smooth traffic flow during construction. Based on the various analyses and meetings conducted, a preferred development concept and accompanying narrative report was developed and included preliminary engineering cost estimates.

Taxiway Widening/Temporary Runway Utilization, Chennault International Airport – Lake Charles, LA | Serving as Project Manager, Mr. Osborne reviewed the geometrical runway design standards to identify potential obstructions that could impact the utilization of Taxiway 'A' as an 8,000' temporary runway. He was also responsible for preparing detailed alternatives that were developed and presented to the Airport for their review and evaluation. As a result, a preferred alternative was identified that the Chennault International Airport Authority (CIAA) would continue to pursue in the future via design and construction.

Airport Overlay District, Lancaster County Airport McWhirter Field – Lancaster, SC | Mr. Osborne served as Senior Airport Planner responsible for developing an airport overlay district to restrict development adjacent to airport property that could otherwise negatively affect the airport's approach procedures or ability to extend its runways in the future. The overlay district ensured that compatible land uses were developed adjacent to the

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Airport's property and the runway ends. Once submitted, the overlay district was adopted by the County and is now defined in Sec. 3-43, Sec 3-44, and Sec. 3-45 of Lancaster County's Code of Ordinances.

Gate Utilization Study, McGhee Tyson Airport – Knoxville, Tennessee | Mr. Osborne served Senior Airport Planner responsible for the study that created an updated aircraft parking plan. The purpose of the study was to gather accurate structural location and gate performance data to develop a plan that allowed the Metropolitan Knoxville Airport Authority (MKAA) to maximize the utilization of the concourse for aircraft parking, remain overnight (RON) parking, and for power-in/power-out operations. The layouts were developed under the assumption that the gates would be managed in a more efficient common-use arrangement in the future.

Master Plan Update, Tyler Pounds Regional Airport – Tyler, TX | Serving as Senor Airport Planner, Mr. Osborne was responsible for the development of the airport's financial implementation plan and capital improvement program (CIP). He worked closely with the airport director and accounting department to retrieve financial information and to understand the flow of finances. An accurate financial plan forecast, cash flow analysis, and phasing plans were developed to provide the Airport with a vision of future projects and their associated impacts on the finances.

Hangar Feasibility Study, Anderson Regional Airport – Anderson, SC | Serving as Senior Airport Planner, Mr. Osborne created a development plan to construct T-hangars, corporate hangars, and large commercial hangars to make use of a $2.5 Million revenue bond for the Anderson County Regional Airport (AND). A report was produced that illustrated the rates and charges of nearby airports and identified the demand for the various hangar types. Preliminary engineering cost estimates were developed, and potential rates and charges were shown to demonstrate the income potential of each hangar facility by type.

Master Plan Update, Jim Hamilton - L.B. Owen Airport – Columbia, SC | A changing economic climate and new airport vision facilitated the need for updated Master Plan. A review and forecast of activity showed that additional runway length and commercial, corporate, and T-hangar facilities would be necessary to accommodate demand through the 20-year planning period. The proposed plan depicted provisions for new facilities and identified many existing nonstandard conditions including ROFA and FAR Part 77 penetrations as well as a nonstandard runway to taxiway separation issues that were addressed through modification of design standards. Mr. Osborne served as Senior Airport Planner and Project Manager for the Master Plan Update effort.

Master Plan Update, Alexandria International Airport – Alexandria, LA | Mr. Osborne served as the Deputy Project Manager for the England Economic & Industrial Development District. He was responsible for the oversight and production of various master plan components including the Airport Layout Plan Set and inventory chapter. He has close coordination with airport authority staff was necessary to ensure the accuracy and detail of the various Master Plan improvements that were reflected within the ALP Set.

Master Plan Update, Upshur County Airport – Buckhannon, WV | Serving as Project Manager, Mr. Osborne performed engineering and planning services as required create a Master Plan and Airport Layout Plan. In addition to typical master plan elements, this study included mapping services and aeronautical survey of features on and adjacent to the Airport property and within the approach paths to each runway end. This work was subcontracted with a certified title attorney to establish the airport's ownership rights to subsurface minerals in order to identify an alternate source of revenue potential in the future.

Airport Business Plan and ALP Update, Lexington County Airport – Pelion, SC | Lexington County purchased the Airport from the town of Pelion and desired to investigate methods of achieving financial sustainability. A review of the Airport's finances and demand in the area concluded that T-hangar development, runway upgrades, and private development could collectively benefit the airport and help the county achieve its financial goals. Mr. Osborne served as Senior Planner and Project Manager for the ALP Update and Business Plan efforts. The development recommendations of the business plan were incorporated into the master plan alternatives and ultimately into the Airport Layout Plan Set.

Master Plan Update, Smith Reynolds Airport – Winston Salem, NC | Mr. Osborne served as position/role assisting in the development of a Master Plan Update for one of few FAR Part 139 general aviation airports in

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the US. The 20-year development plan included recommendations to upgrade airfield navigational aids, improve approach procedures, and identified many areas within the airport's boundaries that would be slated for maintenance repair and overhaul (MRO) facilities as well as for general aviation and corporate hangar development.

Other Master Plan / ALP Updates:

- Aiken Regional Airport – Aiken, SC
- David G Joyce Airport – Winnfield, LA (ALP Update)
- South Lafourche Leonard Miller, Jr. Airport – Galliano, LA
- Darlington County Airport – Darlington, SC
- Zephyrhills Municipal Airport – Zephyrhills, FL
- Danville Regional Airport – Danville, VA
- M Graham Clark Downtown Airport – Branson MO
- Spacecoast Regional Airport – Titusville, FL
- St. Augustine Regional Airport – St. Augustine, FL
- Peter Prince Airport (2R4) – Milton, FL
- Orlando Sanford Airport – Sanford, FL
- Isla Grande Airport – San Juan, Puerto Rico

Miscellaneous Aviation Planning Studies:

- Cargo Study, Baltimore Washington International Airport (BWI) – Baltimore, Maryland
- Tower Line of Sight/Shadow Analysis, St. Petersburg-Clearwater International Airport – Clearwater, FL
- On-Call Services, Palm Beach International Airport – West Palm Beach, FL
- On-Call Services, Daytona Beach International Airport – Daytona Beach, FL
- On-Call Services, Galliano Airport – Cut Off, LA
- Environmental Assessment, La Isabela International Airport – Dominican Republic



MARY SODERSTRUM, AIA, NCARB
SENIOR AIRPORT PLANNER

Mary Soderstrum has over 41 years of experience as an airport planner, a senior aviation executive, facilities programmer, aviation activity forecaster, and architect. She has extensive expertise in airport master planning; facilities forecasting; and planning and design of aviation facilities including passenger terminals, aprons, airside facilities, terminal renovation, and airport expansion programs. Ms. Soderstrum was part of the team that wrote the FAA Advisory Circular 150/5070-6 Airport Master Plans, and she was the principal author of the FDOT Airport Master Plan Guidebook (2010). She recently served as a team member for the FDOT Airport Master Plan Guidebook 2021-2022 Update and the Aviation Project Handbook 2019 Update.

RELEVANT EXPERIENCE:

AVIATION PROJECT HANDBOOK
FDOT Central Office, Tallahassee, FL | Chief Planner
This project represented annual revisions to the prior Aviation Project Handbook to reflect current statutory regulations and state policies related to aviation funding for capital improvement projects at Florida public-use airports. The Handbook serves as an airport reference manual on the range of state-funding programs for airports, including eligibility criteria as well as conditions and other parameters for applying for aviation grants. In addition to grants, they provide guidance on the State Infrastructure Bank loans and provides current contact information for FAA and FDOT District officials.

GUIDEBOOK FOR AIRPORT MASTER PLANNING
FDOT Central Office, Tallahassee, FL | Chief Planner
This annual project involves a wholesale update to the FDOT's airport master planning manual, including the incorporation of updated data to reflect current FDOT and FAA polices for airport master plans. The Guidebook is the preeminent tool for Florida airports initiating a master plan update as it provides detailed and up-to-date guidance on the various technical elements of a master plan, methods for addressing these elements, and the state policies that compel airports seeking state funding assistance.

PTGA PROJECT SCOPE DESCRIPTIONS
FDOT Central Office, Tallahassee, FL | Chief Planner
This project included the development of project scope descriptions for use by the FDOT Aviation Office in administrating Public Transportation Grant Agreements (PTGAs) with Florida Airports. AVCON coordinated project types consistent with FAA National Priority Ratings and created unique project scope descriptions for the FDOT to utilize in the distribution and execution of state aviation grants to support airport projects. The project scope descriptions identified services commonly associated with airport projects and were developed consistent with Florida statutory requirements for state funding.

MASTER PLAN UPDATE
Ocala International Airport, Ocala, FL | Project Manager
Updated the existing Master Plan and Airport Layout Plans that justified the extension of the primary runway, provided for development of non-aeronautical development on the west side of the airfield, and developed the justification for an ATCT.

AIR TRAFFIC CONTROL TOWER SITING STUDY
Ocala International Airport, Ocala, FL | Project Manager
Directed the study that analyzed three sites on the Airport for the best location of a new contract ATCT based on the new Alternative Siting Process delineated in FAA Order 6480.4A.

EDUCATION:
Bachelor of Architecture, 1976
University of Kansas

BS Environmental Design, 1975
University of Kansas

PROFESSIONAL REGISTRATION(S):
Professional Architect, FL
No. 0012255

Professional Architect, MO
No. 003931

YEARS OF EXPERIENCE:
41

YEARS WITH AVCON:
10

AVCON

Mary Soderstrum, AIA, NCARB | Planning

AIR TRAFFIC CONTROL TOWER ENVIRONMENTAL ASSESSMENT

Ocala International Airport, Ocala, FL | Project Manager

Performed an environmental assessment on the selected ATCT site to assess the impacts the construction and operation the Tower could have on the environment.

SPACEPORT LAUNCH SITE OPERATOR'S LICENSE APPLICATION

Cecil Airport, Jacksonville, FL | Project Manager

Directed the highly detailed License Application process, which included not only risk assessments for the flight corridor of the anticipated vehicles but also addressed safety and security issues at the Spaceport and the surrounding community but also established a local emergency response plan.

SPACEPORT ENVIRONMENTAL ASSESSMENT

Cecil Airport, Jacksonville, FL | Project Manager

Directed the environmental assessment necessary for a launch site operator's license to operate Cecil Airport as a horizontal launch spaceport for reusable launch vehicles that are being developed as commercial vehicles that will take passengers and payloads into a suborbital flight and return.

INTERIM ALP UPDATE

Gainesville Regional Airport, Gainesville, FL | Project Manager

This project comprises development of an Interim ALP Update concentrating on Taxiway A and ensuring that it meets FAA AC 150/5300-13A.The project consists of geometry changes to Taxiway A. The changes consist of taxiways and taxiway stubs and associated fillets as they meet Taxiway A. These changes will show an extension of Taxiway A west to remove the curve in the existing taxiway before it reaches the threshold of Runway 7 and replacing the curve with a 90-degree angle. In addition, the run-up pads located on Taxiway A-4 and the west end of Taxiway A are being reconfigured to conform with FAA AC 150/5300-13A and sized to accommodate the appropriate sized and number of aircraft; future Taxiway D will be removed per the FAA-ADO; Taxiway A-5 is being reconfigured to move the connection with Taxiway A further to the east to have Taxiway A-5 meet Taxiway A at a 90-degree angle; the existing direct connection between the General Aviation apron and Taxiway A-5 is being removed; Taxiway A-1 is being removed; appropriate fillet size/radius of each turn for both ends of each taxiway connector to Taxiway A is being provided; Building Number 27 is being removed; and the old ARFF building is being removed. AVCON is also preparing cost estimates for the design and construction phases of the Taxiway A project.

MASTER PLAN UPDATE

Perry Foley Airport | Senior Airport Planner

This Master Plan Update included inventory of existing conditions, forecasts of aviation activity, environmental considerations, facility requirements, demand capacity analysis, runway length analysis, wind coverage analysis, the development and evaluation of alternatives, the development of an Airport Industrial Park on the site of a runway recommended for closure, the refinement of the preferred alternative, the updating of the Airport Layout Plan, the development of a Capital Improvement Program with project descriptions, cost estimates, and proposed project schedules.

AIRPORT LAYOUT PLAN UPDATE

Zephyrhills Municipal Airport, Zephyrhills, FL | Senior Airport Planner

This detailed Airport Layout Plan Update (ALP) included the development of new Aviation Activity Forecasts, the determination of the Primary Runway, the determination of runway lengths and widths, a Capital Improvement Program and the determination of funding sources, as well as a complete update of the Airport's Property Map.

MASTER PLAN UPDATE

Wauchula Municipal Airport, Wauchula, FL | Project Manager

This Airport Master Plan Update was prepared for the City of Wauchula and the Wauchula Municipal Airport to provide long-range airport improvement strategies that address the future demand for aviation and aviation-related services at the Wauchula Municipal Airport. This study considered future airport improvements for a 20-year period of 2012 to 2031.

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ANDREW NAZARKEWYCH

Planning

EDUCATION:
AS, Computer Drafting and Design, ITT Technical Institute (2003)

EXPERIENCE:
Career: 2002 – Present
ICE: 2019 – Present

Mr. Nazarkewych is a Senior Aviation Planning Designer and leads the production of aviation planning graphics and technical analyses for the firm. He has completed numerous Airport Layout Plans (ALPs) for airports throughout the country as well as specialty aviation planning assignments. Mr. Nazarkewych specializes in creating unique opportunities to constantly improve the production and quality of products and works across many design platforms including AutoCAD Civil3D, ESRI ArcMap, Blue Marble Global Mapper, and Transoft Solutions AviPLAN applications. In addition to his primary role in aviation planning, he routinely assists with architecture and engineering projects and provides assignments to junior designers and guidance regarding the technical delivery of submittals.

EXPERIENCE:

Airport Master Plan Update, Brooksville-Tampa Bay Regional Airport – Brooksville, FL | As a Senior Designer, Mr. Nazarkewych produced most of the AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). The study included a large-scale land use analysis due to the availability of property for both aviation and non-aviation purposes. Many of the projects illustrated in the Master Plan Update have been implemented at BKV and Mr. Nazarkewych has assisted with multiple different aviation planning assignments and specialty studies for BKV during his tenure at a previous firm. The firm conducted a Master Plan Update for the Airport and Technology Center to promote safe and efficient airport facilities and the continued economic development of the 430-acre Technology Center, which is home to over 125 manufacturers and aerospace suppliers.

Airport Master Plan Updates, Peter O. Knight Airport, Tampa Executive Airport, and Plant City Airport – Hillsborough County, FL | Mr. Nazarkewych served as the Senior Designer for all graphic production by the company for this large-scale effort. Each airport has its unique character, and he was able to tailor the development of alternatives and recommendations accordingly.

Baggage Screening System Upgrades, Tampa International Airport – Tampa, FL | As Senior Designer, Mr. Nazarkewych was responsible for providing AutoCAD and planning support for this effort including the preparation of pre- and post-construction graphics.

Aviation Engineering/Architecture Services for Airport Development Projects, Livingston Executive Airport – Livingston Parish, LA | Mr. Nazarkewych serves as the Senior Lead Designer for this project which includes providing program development services for the justification, design, and construction of a new airport in Livingston Parish, Louisiana known as the proposed Livingston Executive Airport. His responsibilities include development of report graphics, ALP, NPIAS Justification Study graphics, and assistance with engineering schematics. This project includes a Justification Study for the proposed airport to enter the FAA's National Plan of Integrated Airport Systems (NPIAS), a feasibility study and preliminary engineering report for the proposed airport site airport master plan update; website development, community engagement and stakeholder engagement meetings; environmental analysis and permitting; architectural project visioning and conceptual design (including 3D renderings and fly throughs of the recommended airport concept); architectural preliminary building facilities design; engineering airport development and design; and Benefit-Cost Analysis (BCA). It is anticipated that the airport will be constructed and open within the next five years.

Airport Master Plan Update, Jim Hamilton L.B. Owens Airport – Columbia, SC | As a Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). This airport is located in Downtown Columbia and surrounded by several sensitive land uses. Mr. Nazarkewych utilized his ability to quickly perform obstruction assessments as part of this effort with a combination of AutoCAD Civil3D and ESRI ArcMap tools. The Master Plan Update included various different obstruction assessments because of the surrounding land uses (e.g., a railroad) and

Andrew Nazarkewych | Planning

Mr. Nazarkewych was able to provide a resolution for all issues that allowed the airport to comply with FAA airspace regulations in a safe and efficient manner.

Airport Master Plan Update and Runway Justification Study, Rickenbacker International Airport – Columbus, OH | As a Senior Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Master Plan Update including the Airport Layout Plan (ALP). This former military base has become one of the fastest growing international air cargo airports and multi-modal logistics centers in the United States in a short period of time and continues to experience aviation activity growth and significant development in the surrounding area. Mr. Nazarkewych translated the projected growth demands for wide-body international air cargo activities (including apron requirements and processing facilities) into a realistic development program that the Columbus Regional Airport Authority (CRAA) intends to follow to meet short-term and long-term demands. The Master Plan Update also included a Runway Justification Study to illustrate the need to maintain two parallel runways that are capable of supporting activity between Columbus and locations around the globe. He developed graphics for the Runway Justification Study that illustrated the global locations served from LCK and was able to clearly illustrate CRAA's preservation initiatives for both parallel runways.

Columbia Metropolitan Airport, Airport Master Plan Update – Columbia, SC | Mr. Nazarkewych assisted with the production of report graphics and the Airport Layout Plan (ALP) for the Master Plan Update. His primary role was to assist with AutoCAD efforts and to support the final production of the graphics and documentation for this effort.

Detailed Airport Layout Plan Update, False River Regional Airport – False River, LA | As a Senior Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Detailed Airport Layout Plan Update. The effort included a detailed land use analysis to assist with determining where property acquisition was needed to construct additional hangars and support facilities. He helped to identify the required parcels and to develop a phased development plan for the False River Air Park Commission to follow to meet immediate and long-term development demands.

Airport Layout Plan Update and Business Plan, Orangeburg Municipal Airport – Orangeburg, SC | As a designer, Mr. Nazarkewych was responsible for the production of most AutoCAD graphics for the Airport Layout Plan Update and Business Plan. The effort included a detailed property map depicting existing property, released property, existing easements, and future property acquisition requirements and easements. He utilized his ability to interpret legal descriptions to digitize property information from deeds and to obtain approval of the ALP drawing set by the FAA.

Airport Layout Plan Update and Business Plan, Morehouse Memorial Airport – Bastrop, LA | As a Designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Airport Layout Plan Update. He attended meetings with the City of Bastrop to discuss opportunities to fulfill their long-term vision for the airport and translated that in the production of report graphics and the ALP drawing set.

Airport Master Plan Update, Upshur County Regional Airport – Buckhannon, WV | This airport was constructed at the top of a mountain and required an extensive terrain analysis to provide realistic recommendations for future airfield and landside development and also to evaluate obstructions associated with the surrounding mountainous terrain. As a Designer, Mr. Nazarkewych utilized AutoCAD Civil3D to identify the most cost-effective opportunities for development at W22 while complying with FAA requirements.

Airport Layout Plan Update (ALP), Aiken Regional – Aiken, SC | As a designer, Mr. Nazarkewych assisted with the production of AutoCAD graphics for the Airport Layout Plan Update. He assisted with the final delivery and production of submittals to the FAA and with quality control efforts.

Airport Layout Plan (ALP) Update, Darlington County Airport – Darlington, SC | As a designer, Mr. Nazarkewych was responsible for the production of all AutoCAD graphics for the Airport Layout Plan Update. He created high-quality graphics that illustrated opportunities for both aviation and non-aviation development at UDG and was asked to do follow-up work on the ALP to provide a clean full-color ALP that could be utilized for marketing purposes.



Bob Anderson, AIA

Architecture

EDUCATION:
BS, Architectural Design, Clemson University (1979)

EXPERIENCE:
Career: 1979 – Present
ICE: 2019 – Present

REGISTRATION:
NCARB, 1988, 36362

Registered Architect:
FL #AR100018

PROFESSIONAL AFFILIATIONS:
American Institute of Architects

Mr. Anderson specializes in architectural design for airport structures. His project management experience includes responsibilities for design and development of architectural projects beginning with preliminary studies and conceptual plan development, architectural design, interdisciplinary coordination, construction plan preparation, specifications, estimates, construction administration, and client consultation. With many years of experience, He has been the principal technical specialist in planning, designing, and administering the construction of both new and renovation commercial terminal programs, such as Augusta, Georgia; Monroe, Louisiana; Albany, Georgia; St. Petersburg, Florida, and Myrtle Beach, South Carolina. Mr. Anderson has also developed an area of expertise in creating airport terminal programs that reflect the specifics of their location through a "visioning process," combining physical layout, local design influences, and colors and materials to create unique designs. Mr. Anderson is also very familiar with the intricacies of planning and designing new general aviation terminals and hangars, ARFF stations, rental car maintenance facilities at many locations throughout the South and Eastern US.

EXPERIENCE:

Programming and Conceptual Design for Aircraft Rescue and Fire-Fighting Station (ARFF), Ocala Regional Airport – Ocala, FL | Through meetings with the Airport and Fire Department, Mr. Anderson performed programing for new ARFF station and created conceptual plans and site plans for a new 9,400-square-foot, one-story joint use fire station and airport rescue and firefighting (ARFF) facility. Consultant's tasks included researching and reviewing building and site documents; conducting a site visit; identifying immediate and long-term facility spatial and site development programming needs; identifying and evaluating building and site conceptual alternatives, including a preferred alternative, and preparing cost estimates for local and state funding.

CONRAC Facilities Refurbishment, Destin-Fort Walton Beach Airport – Valparaiso, FL | Mr. Anderson serves as Architect of Record on this project which will refurbish various aspects of the existing CONRAC Facility at the airport in order to satisfy immediate rental agency needs and upgrade aging mechanical equipment. The existing 10-station vacuum island currently serves as a bottleneck to rental car agency operations, inhibiting optimal efficiency. The project involves adding 20 vacuum stations to increase efficiency. The vacuum station will add two central 30hp pumps and debris canisters to power the system along with individual debris canisters to prevent the system from clogging. A steel canopy will be installed to cover the additional vacuum stations. The project also includes refurbishing various aspects of the facility, including replacing the existing fuel pumps with digital models, installing new inventory controls, replacing chip-key with proximity cards, and replacing all the wash equipment in the five-bay building. The project is funded through collected Customer Facility Charges (CFC's).

Hangar Feasibility Study, Gainesville Airport, Gainesville, FL | Mr. Anderson served as Planner and Designer. As a part of a development proposal, the consultant reviewed a 1.0-acre area for a new corporate hangar. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout for a potential tenant desiring a 14,000-foot hangar and 6,000 square feet of office and support facilities. Client reviews and estimated costs were prepared for client and Airport action.

Hangar Feasibility Study, Valkaria Airport – Valkaria, FL | Mr. Anderson served as Planner and Designer. As a part of an open-end contract, the consultant reviewed a new development area for corporate hangars and shade hangars. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout for a potential tenant desiring a 12,000-foot hangar and 3,000 square feet of office and classroom facilities for a maintenance repair program. Client reviews and estimated costs were prepared for client and Airport action.

Bob Anderson, AIA | Architecture

Hangar Design Criteria Package, Sebastian Municipal Airport, Sebastian, FL | Mr. Anderson served as a Designer. As a part of an open-end contract, the consultant prepared a design -build criteria package for a new 3-bay corporate hangar. Mr., Anderson specifically reviewed the code issues, conceptual site, and building layout an 11,700-foot hangar and 5,000 square feet of office tenant areas, split into two locations. Client reviews and estimated costs were prepared for client and Airport action.

Terminal Renovations, St. Pete-Clearwater International Airport – Clearwater, FL | Mr. Anderson was responsible for Terminal Phase 1A, concepts and schematic design and detailed phasing plans. The consultant provided design and construction services for renovations included hold room expansion, ticketing renovations, and improvements to bag screening and security checkpoints.

Aircraft Rescue and Firefighting (ARFF) Facility, Gainesville Regional Airport – Gainesville, FL | Mr. Anderson duties consisted of reviewing project scopes and programming documents, and also providing Quality Control reviews for completeness and coordination between disciplines and between drawings and specifications. Consultant's design services consisted of design to replace the existing 5,600 s.f. ARFF station built in 1979. The new three-bay station consists of an 8,500 square foot building, new parking lot, and apron approach road on a site adjacent to the ATCT. The consultant provided planning, architecture, and engineering design services for the construction of the new ARFF facility.

Terminal Renovations, Orlando Sanford International Airport – Sanford, FL | Mr. Anderson was responsible for conceptual design and QC reviews of a pay-per-use / first class passenger lounge to accommodate tourist/charter traffic. The consultant provided design services for a 5,100 square foot renovation including a main "palm court" with bar, TV seating areas, private lounge rooms, and amenities for children including a toddler playroom, a game arcade, and a nursing room.

Terminal Area Planning Study, St. Petersburg- Clearwater International Airport – St. Petersburg, FL | Mr. Anderson was responsible for planning and design associated with Master Plan Update. Scope included demand capacity review, building program, floor plan and exterior renovation concepts, and estimates for renovations to the existing termina/ building.

Airport Planning Study, Daytona Beach International Airport – Daytona Beach, FL | Mr. Anderson was responsible for planning concepts for Parcel 62 development for aircraft hangar and aircraft maintenance. Site and building concepts for 150,000-square-foot cargo aircraft maintenance hangar (B727 to B 767 sized aircraft).

Terminal Planning Study, Tallahassee Regional Airport – Tallahassee, FL | Mr. Anderson was responsible for planning study for implementation/feasibility of EDS systems. Review included activity analysis, justification and sizing of equipment, development of multiple concepts illustrating trace detection, CTX and in-line systems, and cost estimates. The work was completed in less than three weeks in order to coordinate with TSA/Boeing rollout start.

General Aviation Terminal Building, Destin Executive Airport – Destin, FL | Mr. Anderson provided project conceptual design and programming. The consultant's design responsibilities consisted of the construction of a new 5,400-square-foot general aviation terminal and involved significant utility work, underground storage tank removal and permitting with the City of Destin. In addition, the project included site and building demolition of three existing buildings prior to construction of the new terminal.

Intermodal General Aviation Center, Albert Whitted Airport – St. Petersburg, FL | As a part of the program management services, Mr. Anderson performed planning and conceptual building and site design and reviews. This project was a part of the facilities enhancement project at the airport. The consultant provided design and construction services for general aviation facilities, which included a 10,000-square-foot terminal, two storage hangars, aircraft apron and taxiways, landside facilities, and utilities.

General Aviation Terminal Building, Gainesville Regional Airport – Gainesville, FL | Serving as a Project Designer and Planner Mr. Anderson was responsible for initial space programming, floor plan, and exterior concepts for 5,000-square-foot general aviation terminal. The FBO tenant was looking to meet Exxon Aviatat standards in new construction or in a renovation of their current facility.



KARINA LANIER, AAIA

Architecture

EDUCATION:
Master of Architecture, University of South Florida (2012) | Professional Bachelor of Architecture and Arts, Universidad Piloto de Colombia (2006)

EXPERIENCE:
Career: 2005 – Present
ICE: 2019 – Present

PROFESSIONAL AFFILIATIONS / CREDENTIALS:
- Colombian Society of Architects
- National Professional Council of Architecture and its Ancillary Professions: Professional Registration Number A25192006-52997094

Ms. Lanier specializes in aviation architectural design. She has been involved in many different aviation architecture projects for both public and private sectors, ranging from small to large, and from conception to construction. Her project experience includes assisting with the design of major projects at Tampa International Airport, St. Pete-Clearwater International Airport, and several other Florida airports. Ms. Lanier has both new construction and renovation project experience, including those for: main terminal additions, interior renovations, TSA security line design, baggage handling systems, and restrooms. She effectively collaborates and coordinates with clients, stakeholders, and associated project engineers. Ms. Lanier is proficient in various software, including Revit, Lumion, AutoCAD, SketchUP, Bluebeam, and Artlantis Studio 4. For increased efficiency, Ms. Lanier utilizes software which allows for seamless coordination and collaboration with subconsultants.

EXPERIENCE:

General Aviation Terminal, Ocala International Airport – Ocala, FL | This Design-Build project involved the development of plans for a brand-new 17,500-square-foot general aviation terminal. The project required a design charrette to garner project stakeholder and community input. To help the City of Ocala in meeting its budget, alternatives were prepared during the design phase. The floor plan includes a restaurant, large conference area, rental car company offices, pilot rest and recreational facilities, and office space which allows for the full operation of fixed-base operator (FBO), Sheltair Aviation, which supplies jet fuel and food to the airplanes. For the Design Criteria Package which was developed in order to obtain competitive bids from General Contractors, Ms. Lanier served as the Senior Designer responsible for the Interior Design. Upon selection of the Design-Build firm, Ms. Lanier served as part of the Resident Project Representative (RPR) team, assisting with Construction Administration and the final Interior Design of the terminal.

T-Hangars, Box Hangars, and Access Taxiway Development, Valkaria Airport – Valkaria, Florida | Ms. Lanier is serving as the Task Leader on this project that involves designing, permitting, and bidding of three, 24-unit nested T-Hangar buildings with attached box end hangars as well as two separate box hangars, including taxidrives and taxilanes to be located off the north end of Runway 14. Work includes preparing civil site design drawings, technical specifications, and schematic drawings. Additionally, the team is tasked with developing the Construction Documents package for use in bidding and permitting the project.

Preliminary Design for Skimmers Point Gate Guard Relocation – Gulfport, FL | This residential project involves replacing the existing gate house with a new gate house structure to update the aesthetics to match the guard house on the opposite end of community. The new 250-square-foot ADA-compliant building will feature a clay tile roof, restroom, office, and storage space. Due to the location of the project, utility work was a significant component and required coordination with several utility agency owners. The scope of work consisted of demolishing the current guard building and relocating it southeast. Ms. Lanier was in charge of developing the guard house design and preparing the pricing set.

Restroom Improvements, Tampa International Airport – Hillsborough County, FL | This project involved design-phase evaluations for two upgraded restrooms at the airport. For airsides A and E, a complete demolition of the current restrooms preceded the implementation of a unique, modern design that reflected the character and theme of each airside terminal. As Senior Designer, Ms. Lanier was responsible for creating multiple design options prior to the development of the contract documents. To reduce the time the restrooms would be out of service, the project included phased and accelerated construction work activities.

Karina Lainer, AAIA | Architecture

Administration Building Design, Kissimmee Gateway Airport – Osceola County, FL | Ms. Lanier served as the Senior Designer on this project which included the design of a new airport administration building and related site improvements.

Ticketing A Baggage Claim System, St. Pete-Clearwater International Airport – Pinellas County, FL | This project consisted of the renovation and addition of the baggage claim system and airline office renovation. Ms. Lanier served as the Senior Designer and Interior Designer responsible for construction documents, interior design and construction administration of the project.

Phase III Gates 7 through 10 Terminal Expansion, St. Pete-Clearwater International Airport – Pinellas County, FL | This $7.5 Million project consisted of architectural and civil design services for the Phase III renovation and addition of the gates 7 through 10 terminals including the expansion of the TSA Checkpoint A and interior design. Ms. Lanier served as the Project Manager Assistant responsible for the construction administration of the project.

General Aviation Center, Punta Gorda Airport – Punta Gorda, FL | This project consisted of the architectural design of the General Aviation Center relocation for this Airport. Ms. Lanier served as senior designer and was responsible for the production of the construction documents. She also served as the interior designer for this project.

Customs Facility Renovation Planning and Design – St. Lucie, FL | This project consisted of the Customs Facility design for the St. Lucie Airport. The project involved interior renovation of 7,950 square feet. Ms. Lanier served as a Project Manager Assistant and was responsible for the construction administration phase of the project.

Fly School Facility New Hangar and Classroom Facility Design – Charlotte County, FL | This project consisted of a retrofit of an existing hangar to include a new office space inside the hangar as well as a new classroom facility next to the hangar. Mrs. Gutierrez-Lanier served as the Assisted Project Manager/Senior Designer responsible for the construction documents.

Materials Testing Lab/Construction Engineering and Inspection Center – Columbia, SC | The selected site includes an existing 18,000-square-foot warehouse building with limited offices which is suitable for the redevelopment needs of the firm. All new infrastructure was needed to support the building uses, while site improvement needs were very minimal. The selected site will be adjacent to the development of a new corporate headquarters for the firm. The existing warehouse was very industrial in appearance, and not in keeping with the adjacent office uses. The design suggested added windows and continuous canopies on the brick portions of the facades, and new storefront openings and canopies on the industrial metal sides to create a more consistent look for the professional services offered. This also made the facility consistent with the City development objectives for West Columbia. Ms. Lanier led the production from Schematic Design to Construction Documents and is currently leading the Construction Administration. She was also responsible for the Interior Design.

New Corporate Headquarters Building – Columbia, SC | To serve their needs as a growing industry leader, ICE decided to relocate the corporate headquarters to a 3-acre site on Highway 378 in West Columbia. The Initial development totals 33,000 square feet with future expansion capability of another 14,000 square feet. Site design includes approximately 160 parking spaces, as well as utilities and grading. The exterior massing emphasizes the central entry and corner stairways. The lower walls will be of brick and the upper floors of a stucco finish with horizontal reveals. Cantilevered roofs and an angled cornice further emphasize the horizontal nature of the building. Simple efficient materials are durable, cost efficient, and easily available to extend to the future addition. Ms. Lanier is serving as the Lead Designer and she is in charge of preparing the Schematic Design through Construction Documents, including pricing sets. She also focused on the Interior Design of the office. She worked directly with the firm's board of directors, as well as several leaders of the company, to satisfy the intent of the design by utilizing her experience of similar buildings.



JEFF LONG

Construction

EDUCATION:
AS, Civil Engineering, Wake Technical Community College (1994) | AS, Surveying Technology, Wake Technical Community College (1994)

EXPERIENCE:
Career: 1994 – Present
ICE: 2020 – Present

Certifications:
- ✓ ACI & NCDOT Concrete
- ✓ NCDOT Level II Erosion & Sediment Control
- ✓ Conventional Density
- ✓ ABC & Borrow Pit Sampling

Mr. Long has over 27 years of construction engineering inspection experience. His areas of expertise include civil construction inspections, sampling and testing of project materials, contractor coordination, documenting construction related activities and quantities in daily and monthly reports, constructability reviews, pre-construction submittals, quality control, and verification testing. Mr. Long ensures that construction procedures, design, and material specifications are met on each project. Projects have included airfield rehabilitation, roadway widenings and extensions, trailheads, bridges, culverts, land development, and utility services.

EXPERIENCE:

Taxiway A, Ocala International Airport (Construction Management) – Ocala, FL | Mr. Long serves as an Airfield Inspector responsible for providing full time RPR and inspection services. Mr. Long is responsible for inspecting all construction activities on site. The Taxiway A Rehabilitation project includes the milling and overlay of the existing taxiway as well as the demolition of several taxiway connectors and the construction of several new taxiway connectors. The project includes a re-alignment of portions of the existing taxiway as well as widening. Project includes the addition of taxiway edge lights and taxiway signage.

Taxilane and Sitework for Future Hangar Development and Taxiway "A" Repairs, Sebastian Municipal Airport – Sebastian, FL | Mr. Long serves as an Airfield Inspector responsible for providing RPR and inspection services. ICE prepared construction plans, specifications, and bid documents for the construction of a taxilane to serve future box hangar development located along the west side of Taxiway "A" between the existing police station and T-hangar site. ICE also led the design for the rehabilitation of 200 feet of Taxiway "A" on the south side of Runway 10-28, as well as the design of the parking lot and site utilities that will serve the future hangar development.

East Airfield Pavement Rehabilitation, Tampa International Airport (Construction Management) – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The purpose of this project was to rehabilitate pavements for Taxiways E, U, G, N1 and S. Rehabilitation of these Taxiways consisted of an asphalt mill and overlay. The project also provided for the removal of Taxiway F and partial removal of Taxiway E. These Taxiways were asphalt and/or concrete. Removal of these Taxiways required modifications to the taxiway edge lighting and signage. This project also provided for the removal and reconstruction of connecting Taxiways between the FBO Apron and Taxiways S and D. The existing connecting Taxiways were a combination of concrete and asphalt. The new connecting Taxiways were constructed of hot mix asphalt with a lime rock base. New airfield lighting and stormwater collection was required. This project provided for the rehabilitation of the FBO Apron which included milling/overlay and seal coat. This project also provided for the removal and replacement of existing airfield markings throughout the majority of the airfield.

Taxiway N Reconstruction, Airfield Slab Replacement, Airside F Joint and Slab Rehabilitation and Taxiway W Reconstruction, Tampa International Airport – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for; airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document

quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. project consisted of several elements of work. The first element was the reconstruction of the Western half of Taxiway N in which the current PCC pavement was demolished and replaced by a new asphaltic cement section. The second element of work consisted of the reconstruction of the Southern half of Taxiway W in which the current PCC section was replaced by a new PCC section, with asphaltic shoulders. The existing lighting system associated with those sections of Taxiway N and W were removed and replaced with a new system. Where appropriate existing Quartz lights were replaced by LED lights. The last elements of work included the rehabilitation of airfield slabs and joints throughout the airfield.

Taxiway Rehabilitation – Phase 2, St. Pete-Clearwater International Airport (Construction Management) – Clearwater, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. This project included performance of full-time inspection and Quality Assurance testing as well as general project administration and coordination. The project team also served as the liaison between the Airport and the Contractor. The areas of work included Taxiway A South of Runway 4-22 and Taxiways F and M (Base Bid); Taxiways B and T (Additive Bid #1); and Taxiways M, J, K and U (Additive Bid #2). Additional services included review of project documentation, conducting the Pre-Construction Conference, submittal reviews and requests for information, contractor pay applications, change orders, site visits and meetings, and Resident Project Representation (RPR).

Taxiway B Reconstruction, Zephyrhills Municipal Airport – Zephyrhills, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The project consisted of the reconstruction and realignment of Taxiway B from the FBO to Runway 1-19. Taxiway B was milled and resurfaced from the FBO to Taxiway A. The intersection of Taxiway A and B was reconfigured with new asphalt pavement geometry points, pavement markings, edge lighting and circuitry. Taxiway B from Runway 5-23 to 1-19 was relocated next to the existing portion of old Taxiway B, with new limerock base, asphalt pavement, pavement markings, edge lighting and guide signs. The project included the rehabilitation of the existing section of Taxiway B and portions of aprons located around the FBO by seal coat application.

Terminal Apron Rehabilitation, Sebring Multimodal Logistics Center – Sebring, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs. The purpose of this project was to rehabilitate the 36,500 SYDS of PCC terminal apron. The project involved the recycle of the existing PCC apron into crushed aggregate base course with 9" of P-501 PCC replacement. Construction of taxiways between Taxiway A and the terminal apron were included. Storm drainpipe and trench drain upgrades were required, in addition to airfield edge lighting modifications.

Taxiway A and Bridge, Tampa International Airport – Tampa, FL | Mr. Long served as an Airfield Inspector and was responsible for airfield construction inspections of construction activities to ensure compliance with the plans and specifications, coordination of the work that required runway, taxiway and airside apron closures with Airport Operations, coordinate and monitor all Quality Assurance testing required by the contractor specifications, document quantities of materials used on the project by generated spreadsheet format, maintain a daily report of construction activities and project photographs.



EDUCATION:
BS, Civil Engineering, Civil Aviation University, Kiev (1986)

EXPERIENCE:
Career: 1986 – Present
ICE: 2019 – Present

REGISTRATION:
Professional Engineer: Ontario, Canada

ROBERTO FARINAS

Construction

Since 1986, Mr. Farinas has been involved in infrastructure development projects which includes infrastructure, tunnels, electrical substations, roadways, and underground utilities. He has also been involved in the design, planning, and construction for airport projects in the United States, Canada, Qatar, and Cuba. Having obtained a bachelor's degree in Civil Engineering and as a licensed professional engineer in Canada, Mr. Farinas brings an in-depth understanding of engineering principles coupled with a proven track record performing thorough inspection of various construction activities. Having performed oversight on numerous construction projects through project acceptance and close out, Mr. Farinas is adept at record keeping, documentation, and grant assurances. His project experience includes having served as a Senior Construction Engineer on a multimillion-dollar new airport development project that included the construction of a midfield area systems, taxiways, aircraft aprons, access roads, sub-stations, underground utilities, and tunnels.

EXPERIENCE:

West Apron Expansion Construction, Destin-Fort Walton Beach Airport – Okaloosa County, FL | Mr. Farinas served as an inspector for the construction of this project which consisted of enlarging the West Apron to create five additional commercial aircraft ground loading apron spaces for A319/320 and other narrow body aircraft. The spaces also serve as remain overnight (RON) space for aircraft to base for early flights when all of the existing spaces with jet bridges are full or otherwise under exclusive lease by another airline. Adjacent existing asphalt apron pavement, taxiways and vehicle parking were also rehabilitated. Significant utility relocations were performed to include gravity sewer, force main, electrical and water service. Structural work included the construction of a steel covered walkway for passengers accessing a future terminal concourse. As the full-time RPR, Mr. Farinas' duties included performing inspection of construction activities to ensure work was completed in accordance with the plans and specifications; preparing daily reports; conducting weekly construction progress meetings; photographing the project's progress; coordinating with Airport Operations as well as other Airport contractors under separate contract for multiple projects; conducting Davis-Bacon interviews; and managing the overall QA effort. He also managed field engineering changes and modifications. Additionally, his duties included monitoring weather impacts, and identifying discrepancies or omissions in the issued for construction plans and communicating them to the Project Manager. He was in charge of coordinating the Independent Verification (IV) for testing and approval of materials, soils, asphalt, and concrete; witnessing and approving the testing and commissioning of electrical systems, water, and sanitary sewer lines; performing the preliminary walk through with Airport staff and identifying Punchlist items for rectification, as well as following up for the closure of the items noted; and preparing as-built documentation and close out.

Terminal Expansion, Southwest Florida International Airport – Lee County, FL | Mr. Farinas serves as Inspector on this $331 Million terminal expansion project at the airport. Work involves remodeling 164,000 square feet of the existing facility and adding 117,000 square feet of. ICE serves as a subconsultant on this project responsible for providing CEI services on this project.

General Engineering Consultant for the Town of Indian Shores – Indian Shores, FL | ICE was selected on a continuing contract to provide professional engineering services, such as site plan reviews, general civil engineering services, designs, specifications bid administration, construction services, municipal planning, transportation/traffic engineering, land surveying, environmental/hazardous materials services, management of the Town's NPDES permit, and other consulting services. Mr. Farinas has worked on the following task work orders assigned under this contract as Senior Inspector responsible for performing site reviews:

Roberto Farinas | Construction

- Residential Lot Site Plan Review – ICE is tasked with performing site plan reviews of single-family lots for new housing. ICE will assess planning and zoning needs and complete ordinance compliance reviews.
- Municipal Center Driveway Revision to Gulf Boulevard – ICE has been tasked to review the current design plans and utilize the paving and grading data to ensure the new driveway design will accommodate the FDOT design requirements. The existing driveway will be closed and converted to four new parking spaces with a new landscape barrier along Gulf Boulevard. ICE will update the design plans as needed and prepare a bid package for approval and place it out to bid for contractor pricing.

Airport Engineering for FAA-FDOT Funded Projects – Various Locations | Mr. Farinas served as an Aviation Project Engineer responsible for performing airport planning, design, construction administration, and technical observation of construction for the following airport projects in Florida:

- **General Aviation Terminal and Parallel Taxiway "C", Page Field Airport (FMY) – Fort Myers, FL**
- **Runway 06-24 Rehabilitation, Southwest Florida International Airport (RSW) – Fort Myers, FL**
- **Lighting and Signage Improvements, Naples Municipal Airport Airfield (APF) – Naples, FL** | Mr. Farinas served as RPR on this project for the City of Naples responsible for overseeing construction activities. He oversaw ensuring the Contractor was performing work as per the drawings and specifications and as per the approved material submittals. He performed daily coordination with airport operations about the work area for the day and the safety procedures to follow to minimize the impact to the aircraft operations, preparing daily reports, quantifying the installed quantities, approving payment requisitions, making sure the Contractor complied with the FAA Advisory Circular, Operational Safety During Construction. Mr. Farinas conducted the construction progress meetings and made sure the approved construction schedule was followed. He witnessed and approved the acceptance testing of the new systems as per the specifications. He participated in the final completion walkdown with the client and the General Contractor as well as prepared the punch list items and followed up to ensure the items were rectified. The scope of work involved the replacement of all the airfield lighting and signage for Runway 5-23 and Runway 14-32, as well as for the taxiway system, including the approach lighting system and the PAPI. Additionally, the CCR and panel at the electrical vault were upgraded.
- **Exit Taxiways, Page Field Airport (FMY) – Fort Myers, FL** | Design and Construction project
- **Airport Layout Plan Update, Page Field Airport (FMY), Fort Myers, FL**
  East Hangars, Page Field Airport (FMY), Fort Myers, FL | Design and Construction project
- **North Quadrant Site Development, Page Field Airport (FMY), Fort Myers, FL** | Design project
- **South Hangars, Page Field Airport (FMY), Fort Myers, FL** | Design and Construction project
- **Southeast Ramp, Page Field Airport (FMY), Fort Myers, FL** | Design and Construction project
- **New Parallel Taxiway "C", Immokalee Regional Airport (IMM) – Immokalee, FL** | Mr. Farinas served as an Aviation Project Engineer at the Immokalee Regional Airport responsible for construction of Taxiway "C", a new parallel taxiway to Runway 36. The following work was included as part of this project: the improvement of the stormwater drainage system, the rehabilitation of the existing General Aviation apron, the installation of new taxiway signage and pavement markings, and improvements to the airfield lighting system. Mr. Farinas served as part-time RPR overseeing the construction activities and ensuring installation was compliant with the drawings, specifications, and the approved material submittals.
- **New Parallel Taxiway, Everglades Airpark (XO1) – Everglades, FL** | Mr. Farinas participated on the planning and the design and prepared cost estimates for the project. He was the part-time RPR for the construction phase and performed technical observation of construction, prepared daily reports, and prepared close out documentation. The project consisted of the construction of a new parallel taxiway to Runway 15-33. Work on this project also included improvement of the stormwater drainage system, the installation of new taxiway signage and pavement markings, and improvements to the airfield lighting system.

MIKE STALVEY, JR. - S34101375

Vice President/Project Manager

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Lake City, FL 32024

PROFESSIONAL PROFILE

Mr. Stalvey has over 20 years experience in Soil, Aggregate, Concrete field-testing and Drill Shaft Inspection. Mike has performed as a Quality Assurance/Verification and Quality Control Manager on numerous FDOT projects as listed below. His experience includes Concrete and Masonry work in performing his duties as a Drill Shaft Inspector. He is very familiar and knowledgeable with specifications and plan reading relating to most projects including vertical, interstate/highway, airport and bridge construction.

QUALIFICATIONS CERTIFICATES

- Asphalt Paving Technician – Level I & II – *expired*
- Earthwork Construction Inspector – Level I & II – *expired*
- FDOT Concrete Field Inspector – *expired*
- ACI Concrete Field Technician – Grade I & II - *expired*
- Qualified Sampler – *expired*
- Drilled Shaft Inspector – *expired*
- Nuclear Radiation Safety Training (CPN & Troxler)
- Quality Control Manager (QC Manager)
- Construction of Mechanically Stabilized Earth Walls and Reinforced and Reinforced Soil Slopes - *expired*

PROJECT EXPERIENCE

- AECOM - Suwannee County Airport, West Apron Expansion, Live Oak, FL
- AECOM - GNV Commercial Terminal Expansion and Improvements
- AECOM - Suwannee County Airport Apron Expansion and Hangar Construction
- Cyril E. King Airport Rehab & Relighting of Taxiway "A" East, St. Thomas, VI, Project Manager
- I-10 Truck Parking Availability System FIN#440096-1-52-01, Contract E3Q53
- SR 93, FIN#428804-1-52-01, T2611, Gainesville, FL
- SR 26 (Newberry Rd), T2578, 430542-1-52-01
- SR 93 FIN#428805-1-52-01 Contract#T2590
- SR A1A/US1 San Marco to Magnolia Ave 210452-4-52-01 and 434556-1-52-01
- SR A1A/US1 San Marco to Magnolia Ave 210452-4-52-01 and 434556-1-52-01
- SR 12 / Beach Blvd Roadway Improvements and Widening, QC Manager
- CR 214 roadway Improvements, Trail, Bridge Barrier Wall Anchor Bolt Pull Test Verification
- SR 312 Roadway Improvements, St. Johns County, QC Manager
- CR 356 Roadway Improvements, Taylor County, (CEI) Construction Oversight Management
- SR 9B Right of Way Fencing, Duval County, QC Manager
- US 90 / Duval Street, Mast Arm Structure, Drilled Shaft Inspector

EDUCATION

Columbia High School - Diploma
Lake City Community College – General Associates Degree

Lake City, Florida ■ Jacksonville, Florida ■ US Virgin Islands
www.caltechtesting.com

R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com



TRAVIS P. BARRINEAU, P.S.M.

PROFESSIONAL REGISTRATION

Professional Surveyor and Mapper, State of Florida, LS6897

POSITION AND FUNCTIONAL SUMMARY

Travis Barrineau is President of R.M. Barrineau and Associates, Inc. and is responsible for project management and supervision of field personnel for R.M. Barrineau and Associates, Inc., located in Ocala, FL, a full service surveying and mapping firm offering services to private individuals, engineers, architects, contractors, lending institutions, attorneys and government agencies throughout Central Florida.

EDUCATION

University of Florida, 2009
Bachelor of Science Degree in Geomatics (Surveying and Mapping)

PROJECTS AT OCALA INTERNATIONAL AIRPORT

Project Surveyor for Topographic Survey for New Terminal Building at Ocala International Airport and Construction Staking for Terminal: Provided vertical and horizontal control; SPC's; Civil 3D file

Project Surveyor for ALTA/NSPS Land Title Survey for four new hangar sites at Ocala International Airport: establish boundaries for the lease parcels; topographic data for parcels; prepare metes and bounds descriptions for the parcels; Civil 3D file

Project Surveyor for numerous individual hangars at Ocala International Airport: topographic data; metes and bounds descriptions for lease parcels; SPC's; Civil 3D file

Page 2, Travis
Barrineau

ORGANIZATION MEMBERSHIPS AND COMMUNITY INVOLVEMENT

- Vice-President of North Florida Chapter of Surveying and Mapping Society, 2021-2022
- Secretary/Treasurer of North Florida Chapter of Surveying and Mapping Society, 2013-2015
- Secretary of North Central Florida Chapter of Surveying and Mapping Society, 2010
- Treasurer of North Central Florida Chapter of Surveying and Mapping Society, 2011 and 2012
- Member of American Congress of Surveying and Mapping and National Society of Professional Surveyors
- Member of Florida Surveying and Mapping Society
- Soccer Coach for Youth Big Sun Soccer

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IVAN MARCANO – M.S., P.E.

SENIOR GEOTECHNICAL ENGINEER

386.755.3633
imarcano@caltechtesting.com
3309 SW SR 247
Lake City, FL 32024

PROFESSIONAL PROFILE

Mr. Marcano has over 30 years of geotechnical and field experience in construction of high-rise residential and commercial projects, public transportation projects, industrial complex, resort hotels, stadium, and dike rehabilitation in the states of Florida, New York, the Bahamas, Panama, Colombia, Venezuela and the US Virgin Islands.

QUALIFICATIONS CERTIFICATES

- Professional Engineer in the State of Florida – License #65550 (est. 1/18/2007)
- Professional Engineer in the State of Georgia – License #PE043588
- Professional Engineer in the USVI – License #0-42792-1B
- Certified US Army Corps of Engineers-Construction Quality Management
- Certified FDOT Drilled Shaft and Driven Pile Inspector
- Certified Troxler Radiation Safety Officer

PROJECT EXPERIENCE

- US Army Corp of Engineers (USACE) culverts C3 and C4A
- Communication tower antennas and FDOT
- USACE-Herbert Hoover Dike cut-off wall
- Conducted subsurface investigation programs and inspected driven pile installations for FDOT
- Drill shaft and augercast pile installations at the Miami Metro Rail Orange Line
- Geotechnical Engineering Studies for large-scale resorts, laundry and warehouse facilities in Paradise Island, Nassau, Bahamas
- Construction management (8-story, structural steel bldg., Edo. Cojedes, Venezl.; Landslide Km-30 Via Los Teques-Tejerias, Edo. Miranda, Venezl.)
- Zephyrhills Municipal Airport Taxiway A Rehabilitation – Geotechnical Exploration & Pavement Evaluation
- CEI – Numerous projects in D2 & D3

EDUCATION

- Bachelors in Science in Civil Engineering – Universidad Santa Maria, Caracas, Venezuela
- Master Science in Civil Engineering – University of Florida

Lake City, Florida ■ Jacksonville, Florida ■ US Virgin Islands
www.caltechtesting.com

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

July 29, 2021

Doug Hambrecht, Vice President-Florida Aviation
INFRASTRUCTURE CONSULTING & ENGINEERING, PLLC, LLC
5550 Idlewild Avenue, Suite 102
Tampa, Florida 33634

Dear Mr. Hambrecht:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation

Group 7 - Traffic Operations Design

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

Group 10 - Construction Engineering Inspection

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection
10.4 - Minor Bridge & Miscellaneous Structures CEI
10.5.1 - Major Bridge CEI - Concrete
10.5.2 - Major Bridge CEI - Steel

Group 13 - Planning

13.5 - Subarea/Corridor Planning

Group 14 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2022, for contracting purposes.

Approved Rates

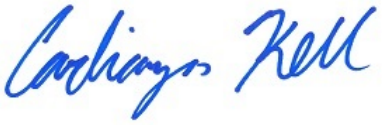
Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
172.41%	157.56%	0.274%	Reimbursed	No	11.60%	10.71%*

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.kell@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,



Carliayn Kell
Professional Services
Qualification Administrator

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Number of Records Returned: 1

Selection Criteria:

Vendor : CAL-TECH TESTING INC

Vendor Name: CAL-TECH TESTING INC

DBE Certification: CERTIFIED **MBE Certification:** Certified

DBA: **Former Name:**

Business Description: LABORATORY TESTING SERVICES, UNDERGROUND MODIFICATIONS- SINKHOLE, SOIL STABILIZATION, CEMENT, CHEMICAL, POLYURTHANE AND VOID GROUTING

Mailing Address: 3309 SW SR-247
LAKE CITY, FL 32024-

Contact Name: ABBY STALVEY **Phone:** (386) 755-3633 **Fax:** (386) 752-5456

Email: ASTALVEY@CALTECHTESTING.COM

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238990	All Other Specialty Trade Contractors
541380	Testing Laboratories

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

BLUE WING ENVIRONMENTAL LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541620



Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa54a (Count.)

Exhibit C - Average Rates
Infrastructure Consulting & Engineering, PLLC

Job Classification	Average Contract Rate	Multiplier	Fully Burdened Hourly Rate
SENIOR PROJECT MANAGER	$ 100.96	314.2800%	$ 317.30
QUALITY CONTROL A	$ 100.96	314.2800%	$ 317.30
QUALITY CONTROL B	$ 74.76	314.2800%	$ 234.96
PROJECT MANAGER A	$ 65.14	314.2800%	$ 204.72
PROJECT MANAGER B	$ 58.18	314.2800%	$ 182.85
ENGINEER A	$ 67.31	314.2800%	$ 211.54
ENGINEER B	$ 35.82	314.2800%	$ 112.58
DESIGNER	$ 43.03	314.2800%	$ 135.23
ENVIRONMENTAL SCIENTIST A	$ 78.27	314.2800%	$ 245.99
ENVIRONMENTAL SCIENTIST B	$ 31.30	314.2800%	$ 98.37
PLANNER A	$ 74.52	314.2800%	$ 234.20
PLANNER B	$ 45.91	314.2800%	$ 144.29
ARCHITECT A	$ 88.94	314.2800%	$ 279.52
ARCHITECT B	$ 43.27	314.2800%	$ 135.99
CONSTRUCTION INSPECTOR A	$ 37.02	314.2800%	$ 116.35
CONSTRUCTION INSPECTOR B	$ 37.50	314.2800%	$ 117.86
ADMIN	$ 24.04	314.2800%	$ 75.55

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AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

"EXHIBIT A"
AVCON, INC.

SCHEDULE OF RATE VALUES

Position Description	2022 Proposed Contract Billing Rate
Principal	$ 252.00
Senior Project Manager	$ 252.00
Project Manager	$ 180.00
Senior Civil Engineer	$ 163.00
Senior Structural Engineer	$ 188.00
Senior MEP Engineer	$ 179.00
Project Engineer	$ 110.00
Engineer/ Planner	$ 97.00
Senior Aviation Planner	$ 204.00
Senior CADD Designer	$ 103.00
CADD Designer	$ 75.00
Construction Inspector	$ 125.00
Contract Administrator	$ 101.00
Administrative Assistant	$ 61.00

Note: AVCON will not place a mark-up on sub-consultant services for overhead or operating margin.

RESPECTFULLY SUBMITTED: _____

DATE: 6/20/2022

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Blue Wing Environmental, LLC
Rate Sheet

Position Title/Category	Hourly Rate
Project Manager/Director	$ 150.00
Sr. Ecologist/ Qualified Airport Wildlife Biologist	$ 125.00
Sr. NEPA Specialist	$ 125.00
Ecologist I	$ 100.00
NEPA Specialist	$ 100.00
GIS Technician	$ 95.00
Field Technician	$ 60.00
Administrative Professional/Clerical	$ 35.00

Note: Rates fixed for the duration of contract

Blue Wing Environmental, LLC
813-404-3963
sbrammell@bluewingenv.com

Tampa Office
19607 Lake Osceola Lane
Odessa Florida 33556

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6549 (Count.)

Cal-Tech Testing, Inc.

- Engineering
- Geotechnical
- Environmental

LABORATORIES

P.O. Box 1625 • Lake City, FL 32057
Tel. (386) 755-3633 • Fax (386) 752-5456
7540 103rd Street, Suite 215 , Jacksonville, FL 32210
Tel. (904) 381-8901 • Fax (904) 381-8902

2022 *Fee Schedule*

ENGINEERING AND TECHNICIAN SERVICES	
Professional Geotechnical Engineer	$125.00
Project Manager	$135.00
Earthwork / Asphalt Paving Engineering Technician, Level 1	$65.00
Earthwork / Asphalt Paving Engineering Technician, Level 2	$75.00
Asphalt Plant Technician	$85.00
Concrete Technican, Level 1	$75.00
Administration / Clerical	$55.00
Portal to Portal Travel for all Technician Services	Tech Rate per HR
Minimum of 1 Hour for all Technician Services	Tech Rate per HR

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R.M. BARRINEAU AND ASSOCIATES
PROFESSIONAL SURVEYORS & MAPPERS
Reginald M. Barrineau, P.S.M., Founded, 1988

Oakhurst Professional Park + 1309 S.E. 25th Loop + Suite 103 + Ocala, Florida 34471
PHONE (352) 622-3133 + **FAX** (352) 369-3771 + rmbarrineau.com

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FEE SCHEDULE FOR R.M. BARRINEAU AND ASSOCIATES INC.

Effective January 1, 2022

PROFESSIONAL SERVICES:

Professional Surveyor and Mapper	$ 145.00 per hour
Field Crew	140.00 per hour
CAD Technician	80.00 per hour
Survey Technician/Research	80.00 per hour
Administrative	45.00 per hour
Depositions/Court Testimony (P.S.M.)	150.00 per hour

COST OF MATERIALS:

Additional Prints	$ 5.00 per print
Express-mail	Cost

Diane Barrineau
CFO
R.M. Barrineau and Associates Inc.
Effective January 1, 2022

Doc ID: b7d3402fd6a7ce99e71a66a6e30d3d1cef9f6548 (Sent.)

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**08 / 09 / 2022** 10:18:45 UTC-4	Sent for signature to Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) and Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**08 / 09 / 2022** 14:19:23 UTC-4	Viewed by Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) IP: 47.206.182.180
SIGNED	**08 / 09 / 2022** 14:43:04 UTC-4	Signed by Infrastructure Consulting & Engineering, PLLC (doug.hambrecht@ice-eng.com) IP: 47.206.182.180
VIEWED	**08 / 15 / 2022** 12:00:44 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**08 / 15 / 2022** 12:01:42 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SENT	**09 / 07 / 2022** 13:26:37 UTC-4	A new document has been created based off of an existing document with ID b7d3402fd6a7ce99e71a66a6e30d3d1cef9fa549 IP: 216.255.240.104
SENT	**09 / 07 / 2022** 13:28:56 UTC-4	Sent for signature to Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**09 / 09 / 2022** 13:45:03 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**09 / 09 / 2022** 13:50:49 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64

TITLE	FOR REVIEW & SIGNATURES - Agreement for Continuing General.....
FILE NAME	FOR COUNCIL SIGNA...tructure Cons.pdf
DOCUMENT ID	66dcd64c0bf7c046135e77a690739bf70a05f910
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

VIEWED	**09 / 09 / 2022** 15:11:34 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**09 / 09 / 2022** 15:11:43 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**09 / 09 / 2022** 15:11:43 UTC-4	The document has been completed.

Ocala

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Item Details

File Number: 2022-1403

ID #:	2022-1403	**Type:**	Agenda Item	**Status:**	Passed
Version:	1	**Placement:**	9	**In Control:**	City Council
				File Created:	08/22/2022
Presented By: :				**Final Action:**	09/06/2022

rmal Title: Approve three-year contracts with Infrastructure Consulting and Engineering, PLLC and McFarland Johnson, Inc. for continuing professional airport engineering services

Internal Notes:

Target Meeting: 09/06/2022

Agenda Number: 9e.

Sponsors:

Enactment Date:

Attachments: FOR COUNCIL - Professional Airport Aviation Engineering Services - Infrastructure Consulting Engineering, PLLC (AIR 220118), FOR COUNCIL SIGNATURES - Professional Airport Aviation Engineering Services - McFarland Johnson Inc. (AIR 220118), FINAL SCORING AIR 220118

Enactment Number:

:ommendation:

Hearing Date:

Entered by: mgrow@ocalafl.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	8/24/2022	Judy Wade	Approve	8/25/2022
1	2	8/25/2022	Matt Grow	Approve	8/26/2022
Notes:	out of office				
1	3	8/25/2022	Tammi Haslam	Approve	8/29/2022
Notes:	grammar edits				
1	4	8/30/2022	Corrin Fitsemons	Approve	8/29/2022
Notes:	Procurement review complete. CF				
1	5	8/30/2022	Daphne Robinson	Approve	9/1/2022
Notes:	Updated Council Report and ensured most recent contract draft attached.				
1	6	8/31/2022	Jeannine Robbins	Approve	9/1/2022
1	7	8/31/2022	Peter Lee	Approve	9/2/2022

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	09/06/2022	Approved				Pass
			Aye: 4	Pro Tem Hilty Sr, Council Member Dreyer, Council Member Musleh, and Council President Bethea Sr			
			Absent: 1	Council Member Mansfield			

Text of Legislative File 2022-1403

Approve three-year contracts with Infrastructure Consulting and Engineering, PLLC and McFarland Johnson, Inc. for continuing professional airport engineering services

BACKGROUND:

The Airport has historically had an aviation engineering firm on a standing contract to conduct planning and engineering design work on an as needed basis. Airport projects are highly technical and specialized in nature and require firms that understand the rules and requirements of the Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT). Given the Airport's number of various and wide-ranging projects, it is beneficial to have two aviation engineering consulting firms under contract.

Per Competitive Consulting Negotiations Act rules, work will be divided among the two firms if they are equally qualified for the task. Where one firm has specialized experience or more qualified staff for a particular task, that firm will be assigned the work.

FINDINGS AND CONCLUSIONS:

On February 17, 2022, the City issued Letter of Interest (LOI) No: AIR/220118 seeking qualified firms for the provision of general aviation engineering services. The City received eight (8) responsive proposals to the LOI. A Selection Committee (comprised of an Airport Advisory Board member, Airport staff, and City Engineering staff) was formed to review and score the proposals. Initial scoring received from the Selection Committee on April 28, 2022 resulted in the shortlisting of the top five firms. On June 7, 2022, each shortlisted firm made a presentation to the Selection Committee and participated in a question-and-answer session thereafter. The Selection Committee scored each firm based on weighted criteria and Infrastructure Consulting & Engineering, PLLC, and McFarland Johnson, Inc. were selected as the highest ranked firms.

Presentation By: Matthew Grow

File #: 2023-1780 Agenda Item #: 8b.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of Grundfos pumps and consumable parts from FJ Nugent and Associates, Inc., with an estimated annual expenditure of $300,000

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
Sole Source released to public 11/01/2022

BACKGROUND:
The Water Resources Department (the "Department") currently operates and maintains approximately 137 lift stations. With the various changes in elevation throughout the City, it is challenging to have a 100 percent functional collection system that relies solely on gravity. Lift Stations are placed in key locations to assist with transporting what is collected in our system to the wastewater treatment facilities.

The Department has standardized to Grundfos Pumps for the operation of lift stations. The oldest submersible Grundfos pump was installed in June of 2000. The pumps range from 2 to 137 horsepower. Approximately 70 to 75 percent of our submersible pumps are Grundfos.

On November 1, 2022, the City advertised Sole Source Posting (SSP) No. SSP-192 for Grundfos wastewater utility products. SSP-192 was advertised for a period of 15 business days as required by section 120.57(3), Florida Statutes. SSP-192 closed on November 22, 2022, yielding no protests from any other vendors. These wastewater utility products, including pumps, are proprietary Grundfos products. FJ Nugent and Associates, Inc., is the sole Grundfos distributor for wastewater products in our area.

FINDINGS AND CONCLUSIONS:
The standardization of Grundfos pumps results in a limited number of tested pumps/brands existing on our system for maintenance and technician familiarity. Staff has been trained on the operation and repair of Grundfos pumps and Grundfos parts are on hand for repairs. Though the pumps are standardized, the price quote is within the range of similar pumps from other manufacturers.

Staff recommends approval.

FISCAL IMPACT:

These pumps are purchased and maintained as part of the City's inventory and will be accounted for using account #455-141-000-000-41-14100.

PROCUREMENT REVIEW:

These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

N/A. The City's Standard Purchase Order Terms & Conditions will be utilized for the procurement of these goods.

ALTERNATIVE:

- Approve
- Approve with Changes
- Table
- Deny

City of Ocala

Request for Sole Source Procurement

This form MUST be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 10/26/2022 **Requesting Division/Department:** OUS Warehouse

Contact Person: Mary Ann St. Laurent **Telephone Number:** 352-351-6705

Commodity/Service: Commodity

Describe the commodity or service and its function: Grundfos replacement pumps & parts to repair and service pumps within our operating system.

Cost of Commodity or Service: $ 30,000.00

Vendor Name: FJ Nugent **Contact Name:** Howard Tuttle

Address: 269 Hunt Park Cove **City/State/Zip:** Longwood, FL. 32750

Contact Phone Number: 407-936-1139 **Contact E-Mail Address:** howard@nugentco.com

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is:

FJ Nugent is in agreement with Grundfos to be the sole distributor for the state of Florida.

Item(s) are available from only one source and there are no alternates (*initials required*): MS
Initials

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

☑ The vendor holds the exclusive distribution rights for the item in question.

☐ The commodity to be purchased is the only item compatible with existing equipment owned by the City.

☑ The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

Rev. 2021-07

What steps were taken to verify that these features are not available elsewhere?

☐ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): _____

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☑ State why this is the only source for the required commodity or service (attach additional pages as necessary): Approximately 75 - 80% of our submersible pumps are Grundfos

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Mary A St. Laurent Digitally signed by Mary A St. Laurent Date: 2022.10.26 11:50:32 -04'00'

Requester's Signature _____ Date _____

Requesting Director's Signature _____ Date _____

For Procurement Use Only

Sole Source Number (if applicable): SSP-192 **Date Listing Posted:** 11/2/2022

This request appears to be sole source.	☑ Yes	☐ No
If, no. Is this a standardization?	☑ Yes	☐ No
Is Council approval required?	☐ Yes	☑ No
Was this Procurement posted on the Internet?* *this requirement is for sole sources	☑ Yes	☐ No

Comments/Justification:

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

David Williams
Procurement Staff Reviewer Signature

11/1/2022
Date

Approved ☑ Denied ☐

Daphne M. Rolle
Chief Procurement & Contracting Officer

12/01/2022
Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.

From: City of Ocala - Contracting Officer
To: Mary Ann St. Laurent; Corrin M. Fitsemons; Daphne Robinson
Subject: Your policy exception has been approved.
Date: Wednesday, October 26, 2022 4:23:17 PM

Your policy exception has been **approved**.

Approval Comments: The standardization of Grundfos pumps is approved. Per Luis Acosta, Water Resources (WRS) standardizes their pumps so a limited number of tested pumps/brands exist on our system for maintenance and technician familiarity. WRS staff have been trained on the operation and repair of Grundfos pumps and Grundfos pump parts are on hand for repairs. Approximately 75-80% of WRS submersible pumps are Grundfos. IF THE GRUNDFOS PUMPS ARE BEING PURCHASED THROUGH A DISTRIBUTOR, PLEASE SUBMIT A SOLE SOURCE REQUEST INCLUDING A SOLE SOURCE LETTER AND PRODUCT SPECIFICATIONS. AFTER SOLE SOURCE APPROVAL, ENTER A REQUISITION WITH APPROVALS ATTACHED SO A PURCHASE ORDER CAN BE GENERATED WHICH CONTAINS THE CITY'S TERMS AND CONDITIONS. CALENDAR THE $300,000 EXPENDITURE FOR CITY COUNCIL APPROVAL.

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Standardization
Enter a brief description of your exception request:	**WRS is looking to standardize the use of Grundfos pumps with in our system for lift stations. Approximately 75 - 80% of our submersible pumps are Grundfos. This was discussed with Procurement (Tiffany) back in 2019 and approved for standardization and sole sourcing at that time under SSP-128. I have submitted a new sole source request for FJ Nugent and contract 230008 has been set up for purchases. Initial amount $50,000.00 with another $250,000.00 to go to Council for approval.**
Attach all documents related to the exception that can assist the Contracting Officer's decision.	Grundfos Sole Source Letter - City of Ocala.pdf RE_ Item Approval (SSP-128).pdf Sole Source FJ Nugent TK.pdf
Department	(WHS) WAREHOUSE
Requestor Name	Mary Ann St Laurent

Requestor Email	mstlaurent@ocalafl.org
Phone number	(352) 351-6705
Courtesy Copy Email 1	Lacosta@Ocalafl.org
Courtesy Copy Email 2	mbrooks@ocalafl.org
Who authorized requesting this exception?	Mary Ann St Laurent

Florida ProRFx .com
Powered by CITY OF OCALA

Welcome David Williams Sign Out

Official WorldERP™ Time: Wednesday, November 02, 2022 12:26:49 PM

ProRFx ID: RFI10272200000197

Time left: **20d 01:32:55**

SHOW INSTRUCTIONS

Transaction Fee:
Yes
ProRFx ID:
RFI10272200000197

ProRFx Type:
RFI: Supplies

Format:
Client Purchase
Solicitation No:
RFI# SSP-192 OUS/230008
Listing Category:
[40151513] Submersible pumps
[40151720] Submersible pump spare parts
[47101500] Water treatment and supply eq... MORE

Bid Name:
Sole Source - Grundfos Wastewater U... MORE

Scope of Work:

The City of Ocala intends to award a sole source procurement to F.J. Nugent & Associates for the provision of Grundfos Wastewater Utility products (pumps, parts and rebuild kits). In the event respondents demonstrate the ability to supply the same or substantially similar products and/or services, the City may, in its sole discretion, elect to... VIEW ALL

Listing Image:
Pump_20bd5a44.jpg **(JPG, 5 KB)**
Industry Type:
City and town managers' offices
Contact Name:
Mr. David Williams
Contact Phone:
(352) 629-8350
Ship to Location:
110 SE Watula Avenue
Address1:
110 SE Watula Avenue
Address2:
CITY HALL
City: Ocala
State: FL
Zip/Postal: 34471
Listing Class.:
RFI **Request For Information**
Listing Ends After:
End Date/Time reached

Listed By:
CITY OF OCALA
Listing Creator:
Contact information
Contact Email:
dwilliams@Ocalafl.org

Listing Start Date:
11/1/2022 9:12:21 AM EST
Listing End Date:
11/22/2022 2:00:00 PM EST
Bid Closes:
11/22/2022 2:00:00 PM EST

IMPORTANT BID DOCUMENT(S)

1. Grundfos Sole Source... MORE (489.5 KB - PDF)
2. Grundfos Sole Source... MORE (192.4 KB - PDF)

Listing View | Vendor Questions **(0, 0)** | Bids **(0)**

Template: RFI ()

Supplies - RFI

Header *(6 steps to complete)*

1.*General Terms & Conditions [REQUIRED] [?]
2. Anti-Lobbying/Communications [BLANK] [?]
3.*Vendor Agreements [REQUIRED] [?]
4. Insurance [BLANK] [?]
5.*SPECIAL CONDITIONS [REQUIRED] [?]
6. Electronic Bid Response [BLANK] [?]

1. Response Requirements

*1.1. General Terms & Conditions

One or more items in this section are required.

☐ * By checking this box you have read and agree to abide by the City's Terms & Conditions.

Click to open and read the General Terms and Conditions this transaction will be governed with.

Enter your full name (Owner/Authorized Company Representative only):

1.2. Anti-Lobbying/Communications

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement and Contracting Department, Contracting Officer, or as provided in the protest policy located at: Protest Policy

Additionally, the City prohibits communications initiated by a proposer/bidder, agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation >AND< will face a three (3) year debarment from doing any business with the City of Ocala. *****

*1.3. Vendor Agreements

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

☐ Agrees to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.

☐ Agrees to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).

Owner/Authorized Company Representative initials:

Bidder Certification (Non-Construction):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to provide goods and services to the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Owner/Authorized Company Representative initials:

1.4. Insurance

Click HERE to download the Standard Insurance Requirements for the City of Ocala

*1.5. SPECIAL CONDITIONS

One or more items in this section are required.

ADA NEEDS:
Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

AWARDED CONTRACT FAILURE - BIDDING SUSPENSION

☐ **I understand and agree to the following:**
Bidders who submit a bid to the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

BIDDER CONTRACTS:
Bidder contracts/agreements will not be accepted in most cases. If a contract is required, only City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

CLARIFICATIONS AND CORRECTIONS:
The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:
The City of Ocala (City) shall handle all written competitive submissions, replies, oral presentations, other submissions, correspondence, meetings and all records made thereof, and all other records concerning this solicitation in compliance with Chapters 119 and 286, Florida Statutes and Article 1, Section 24 of the Florida Constitution.

Proposals or replies received by the City pursuant to its solicitations are exempt from public disclosure until such time that the City provides notice of an intended decision or until thirty (30) days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the

City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.

THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.

I have read and understand my responsibilities regarding any purported confidential, PROPRIETARY, or trade secret material contained in my proposal AND (please select the appropriate statement below):

- I have not included a redacted copy of our proposal.
- I have included a redacted copy of our proposal along with this original.

Owner/Authorized Company Representative initials:

CONFLICT OF INTEREST:
Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

PERFORMANCE EVALUATION:
At the end of the service period, the City may evaluate vendor performance. This evaluation will become public record.

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

☐ **Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:**
a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

REQUESTED AND ADDITIONAL DOCUMENTS

Upload any requested and additional documents here:

Upload

Not Uploaded

Browse...

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

SAFETY AND ENVIRONMENTAL:
Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-401-3989, or cell 352-572-0414, and rdennis@ocalafl.org.

☐ Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

SOLICITATION DOCUMENTS:
The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: www.bidocala.com
ProRFx Florida: www.florida.prorfx.com

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

1.6. Electronic Bid Response

ELECTRONIC BID RESPONSE REQUIRED:

All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at: www.bidocala.com or www.prorfx.com

Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

Submit

Scope Of Work

The City of Ocala intends to award a sole source procurement to F.J. Nugent & Associates for the provision of Grundfos Wastewater Utility products (pumps, parts and rebuild kits).

In the event respondents demonstrate the ability to supply the same or substantially similar products and/or services, the City may, in its sole discretion, elect to cancel this sole source and advertise a competitive solicitation.

Description:
Per correspondence from Grundfos Water Utility, Inc. dated October 26, 2022, FJ Nugent & Associates Inc., 269 Hunt Park Cove, Longwood, FL 32750, is the sole source contracted authorized representative/distributor of Grundfos Wastewater Utility products servicing wastewater customers in the state of Florida, East of the Apalachicola River.
Wastewater Utility products include all Grundfos, Yeomans, Chicago, Morris and Paco products used in the wastewater collection systems and wastewater treatment plants. This exclusivity applies to pumps, parts and rebuild kits for the products listed above as well.

If you believe your company has the capability of supplying a "like" (equal, equivalent, and/or identical) product, please send an e-mail to dwilliams@ocalafl.org (Buyer), and include any and all descriptive information and documentation which supports the claim that your product is a "like" item.
The products and or services listed on the attached pages are believed to be of a unique or proprietary nature and therefore only available from one source. The sole source posting shall be listed for a period not less than fifteen (15) business days.

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David C. Williams

From: Shayatta J. Roberts
Sent: Thursday, October 27, 2022 8:47 AM
To: David C. Williams
Cc: Eileen M. Marquez
Subject: FW: Grundfos Sole Source
Attachments: Grundfos Sole Source Request.pdf; Grundfos Sole Source Request.pdf; Grundfos Stanardization approval.pdf; Grundfos Sole Source Letter - City of Ocala.pdf

David,

Can you help Eileen and post this sole source?

Thank you,

Shay Roberts
Procurement and Vendor Relations Manager
City of Ocala
110 S.E. Watula Ave., 3rd Floor, Ocala, FL 34471
Phone: 352-629-8384
sjroberts@ocalafl.org

From: Mary Ann St. Laurent <MSTLaurent@Ocalafl.org>
Sent: Thursday, October 27, 2022 8:21 AM
To: Bids <Bids@Ocalafl.org>
Cc: Marie Brooks <MBrooks@Ocalafl.org>; Corrin M. Fitsemons <CMFitsemons@Ocalafl.org>; Luis Acosta <LAcosta@Ocalafl.org>
Subject: Grundfos Sole Source

Please see the attached sole source request for Grundfos products. Also attached is the sole source letter from Grudfos stating FJ Nugent is the sole distributor for the state of Florida. and the approved standardization from Purchasing. There is also an established contract for these purchases. Contract 230008. This will be going to Council for approval for the $300,000.00. Tiffany had approved SSP-128 for this but with the newly approved standardization looking to get everything update.

Thank you

Mary Ann St. Laurent
Manager
Utility Services Warehouse
City of Ocala
1805 NE 30th Avenue
Building 700

From:	David C. Williams
To:	David C. Williams
Bcc:	acollazo@millerbearings.com; bryantspump@gmail.com; citruswell@earthlink.net; jackson@hydropowerfl.com; ben@dmcindustriesinc.com; earlswell@embarqmail.com; brainw@mvipump.com; office@smokeypump.com; ft.ocala.orders@spxflow.com; sweetwater355@embarqmail.com
Subject:	New Solicitation Posted - RFI# SSP-192 OUS/230008: Grundfos Pumps and Parts
Date:	Wednesday, November 2, 2022 12:42:00 PM

The City of Ocala has posted a new solicitation: RFI# SSP-192 OUS/230008: Grundfos Pumps and Parts. Please see **https://www.prorfx.com/bids/RFI10272200000197** for bid documentation.

The opportunity closes on Tuesday, November 22, 2022 at **2:00 PM EST**.

If you are not registered as a vendor on our fully electronic bid system (ProRFx), please sign up at **www.bidocala.com** to participate and obtain solicitation documents. It's free to register and receive unlimited notices of bid/solicitation opportunities based on your selected commodity codes. For this solicitation, please register under at least one of the following **UNSPSC codes: [40151513] Submersible pumps; [40151720] Submersible pump spare parts; [47101500] Water treatment and supply equipment.**

For assistance with registration, contact David Williams, Buyer at (352) 629- 8350 email: dwilliams@ocalafl.org.

David Williams I Buyer
City of Ocala
110 SE Watula Avenue, 3rd Floor I Ocala Fl 34471
Tel: 352-629-8350
Email: dwilliams@ocalafl.org

GRUNDFOS

Scott Rachal
District Sales Manger
State of Florida
Grundfos Water Utilities, Inc.
902 Koomey Road
Brookshire, TX 77423

October 26, 2022

City of Ocala
1220 NW 4th Avenue
Ocala, FL 34475

Attention: ***Luis Acosta, Chief of Equipment Maintenance***

Subject: ***Grundfos Sole Source Letter***
Wastewater Pumps, Parts and Rebuild Kits

Dear Bobby:
Please be advised that ***FJ Nugent & Associates Inc., 269 Hunt Park Cove, Longwood, FL 32750***, is the sole source contracted authorized representative/distributor of Grundfos Wastewater Utility products servicing wastewater customers in the state of Florida, east of the Apalachicola River.

Wastewater Utility products include all ***Grundfos, Yeomans, Chicago, Morris and Paco*** products used in the wastewater collection systems and wastewater treatment plants. This exclusivity applies to ***pumps, parts and rebuild kits*** for the products listed above as well.

Please Contact F. J. Nugent at the following address:

F. J. Nugent & Associates Inc.
269 Hunt Park Cove
Longwood, FL 32750
Phone: 407-936-1139
Email: fred@nugentco.com

Thank you for your interest in the Grundfos line of products. We look forward to working with you and assisting you with your wastewater needs. Please do not hesitate to contact me with any questions.

Regards,

Scott Rachal

Scott Rachal
District Sales Manager, Florida
Grundfos Water Utility, Inc.
srachal@grundfos.com
386-282-1296

Florida ProRFx .com

Powered by CITY OF OCALA

Welcome David Williams Sign Out

Official WorldERP™ Time: Tuesday, November 22, 2022 2:03:40 PM

Home Listings My Account

Listing Creator | Home » Listings » Advertised » View Bids

ProRFx ID: RFI10272200000197

Share

Print

Ended - No Bids

SHOW LISTING DETAILS

Filter Off Sort By: Price Low-High Compare

No Bids were found. Please select an option on the right.

Previous Page 1 of 1 Next

Filter Off Sort By: Price Low-High Compare

Listing View Vendor Questions (0, 0) Bid Details

NO BIDS

Select an Option

207 Matching vendors Notified

Take No Action
Copy or Relist this Listing
Create a similar Listing and cancel this one
Cancel this Listing
Reopen listing

Back to Listings Continue

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From: City of Ocala - Contracting Officer
To: Mary Ann St. Laurent; Corrin M. Fitsemons; Daphne Robinson
Subject: Your policy exception has been approved.
Date: Wednesday, October 26, 2022 4:23:17 PM

Your policy exception has been **approved**.

Approval Comments: The standardization of Grundfos pumps is approved. Per Luis Acosta, Water Resources (WRS) standardizes their pumps so a limited number of tested pumps/brands exist on our system for maintenance and technician familiarity. WRS staff have been trained on the operation and repair of Grundfos pumps and Grundfos pump parts are on hand for repairs. Approximately 75-80% of WRS submersible pumps are Grundfos. IF THE GRUNDFOS PUMPS ARE BEING PURCHASED THROUGH A DISTRIBUTOR, PLEASE SUBMIT A SOLE SOURCE REQUEST INCLUDING A SOLE SOURCE LETTER AND PRODUCT SPECIFICATIONS. AFTER SOLE SOURCE APPROVAL, ENTER A REQUISITION WITH APPROVALS ATTACHED SO A PURCHASE ORDER CAN BE GENERATED WHICH CONTAINS THE CITY'S TERMS AND CONDITIONS. CALENDAR THE $300,000 EXPENDITURE FOR CITY COUNCIL APPROVAL.

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Standardization
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Attach all documents related to the exception that can assist the Contracting Officer's decision.	Grundfos Sole Source Letter - City of Ocala.pdf RE_ Item Approval (SSP-128).pdf Sole Source FJ Nugent TK.pdf
Department	(WHS) WAREHOUSE
Requestor Name	Mary Ann St Laurent

Requestor Email	mstlaurent@ocalafl.org
Phone number	(352) 351-6705
Courtesy Copy Email 1	Lacosta@Ocalafl.org
Courtesy Copy Email 2	mbrooks@ocalafl.org
Who authorized requesting this exception?	Mary Ann St Laurent

Scott Rachal
District Sales Manger
State of Florida
Grundfos Water Utilities, Inc.
902 Koomey Road
Brookshire, TX 77423

October 26, 2022

City of Ocala
1220 NW 4th Avenue
Ocala, FL 34475

Attention: ***Luis Acosta, Chief of Equipment Maintenance***

Subject: ***Grundfos Sole Source Letter***
Wastewater Pumps, Parts and Rebuild Kits

Dear Bobby:
Please be advised that ***FJ Nugent & Associates Inc., 269 Hunt Park Cove, Longwood, FL 32750***, is the sole source contracted authorized representative/distributor of Grundfos Wastewater Utility products servicing wastewater customers in the state of Florida, east of the Apalachicola River.

Wastewater Utility products include all ***Grundfos, Yeomans, Chicago, Morris and Paco*** products used in the wastewater collection systems and wastewater treatment plants. This exclusivity applies to ***pumps, parts and rebuild kits*** for the products listed above as well.

Please Contact F. J. Nugent at the following address:

F. J. Nugent & Associates Inc.
269 Hunt Park Cove
Longwood, FL 32750
Phone: 407-936-1139
Email: fred@nugentco.com

Thank you for your interest in the Grundfos line of products. We look forward to working with you and assisting you with your wastewater needs. Please do not hesitate to contact me with any questions.

Regards,

Scott Rachal

Scott Rachal
District Sales Manager, Florida
Grundfos Water Utility, Inc.
srachal@grundfos.com
386-282-1296

File #: 2024-0012 Agenda Item #: 8c.

Submitted By: Dwain Thomas

Presentation By: Sean Lanier

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve award of contract to Marion Rock, LLC for the Fisher Park Pond Expansion Project and upgrades to Lift Stations #9 and #22 in the amount of $1,217,424, plus contingency of $41,480, for a total expenditure not to exceed $1,258,904

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
Bid released to Public: 05/11/2023; Newspaper Ad Posted: 05/19/2023

BACKGROUND:
The City of Ocala requires the services of an experienced contractor to provide civil and electrical construction services supporting the Engineering Department's expansion of the Fisher Park drainage retention area. Relatedly, the City also requires the purchase and installation of two generators and required appurtenances to raise the equipment out of the flood zone for lift stations #9 and #22.

This project shall be partially funded by the Florida Division of Emergency Management Hazard Mitigation Grant program (HMGP), Subaward Grant Agreement No. H0413, Federal Award Identification No. FEMA-DR -4337-FL, received September 30, 2021. The project budget of $910,590.55 will be covered by federal grant funds up to $682,942.91 plus the City's required 25% match in the amount of $227,647.64.

FINDINGS AND CONCLUSIONS:
On May 11, 2023, the City of Ocala issued Invitation to Bid (ITB) No.: CIP/220752 for the Fisher Park Pond Expansion Project and upgrades to Lift Stations #9 and #22. Three lump sum bids were received in response, as follows:

Bidder Name	Office Location	Total Annual Amount
Marion Rock, LLC	**Ocala, FL**	**$1,217,424.00**
Zabbatt Power Systems, Inc.	Jacksonville, FL	$1,221,439.45
Ferreira Construction Co., Inc.	Jacksonville, FL	$1,751,991.94

An additional budget request of $348,313.45 for the federal portion of the project budget was submitted to the Florida Division of Emergency Management on July 18, 2023. The budget request was determined to be cost effective and recommended for approval by the Bureau of Mitigation.

Due to the grant deadline and protracted lead times for the generators, staff requests approval to move forward with award of the contract for the bid amount of $1,217,424 plus a contingency of $41,480 for a total project budget of $1,258,904. The contingency will allow the City Engineer to approve change orders to the contract for any unforeseen conditions encountered during construction.

FISCAL IMPACT:
Grant funds totaling $682,943 were appropriated on resolution 2021-173 on September 14, 2021.

Funding for this contract is budgeted as follows:

308-050-373-538-69-65010	$299,785.00
158-050-373-538-69-65010	$383,158.00
158-030-373-538-69-65010	$299,500.00
308-030-373-538-69-65010	$276,462.00

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CONSTRUCTION SERVICES AGREEMENT FOR FISHER PARK, LIFT STATION #9 AND LIFT STATION #22 IMPROVEMENTS

THIS CONSTRUCTION SERVICES AGREEMENT FOR FISHER PARK, LIFT STATION #9 AND LIFT STATION #22 IMPROVEMENTS (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MARION ROCK, LLC**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3402323) ("Contractor").

R E C I T A L S :

WHEREAS, on May 11, 2023, City issued an Invitation to Bid ("ITB") for the provision of construction services related to improvements to Fisher Park, Lift Station #9, and Lift Station #22, ITB No.: CIP/220752 (the "Solicitation"); and

WHEREAS, a total of three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Marion Rock, LLC was chosen as the intended awardee to provide construction services related to Fisher Park, Lift Station #9, and Lift Station #22 improvements (the "Project"); and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS**. City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of 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.

A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A:	Scope of Work (A-1 through A-8)
Exhibit B:	Price Proposal (B-1)
Exhibit C:	Generators (C-1 through C-7)
Exhibit D:	Platforms (D-1)
Exhibit E:	Plan Set (E-1)
Exhibit F:	Executed Grant (F-1 through F-61)
Exhibit G:	Forms to be Completed by Contractor (G-1 through G-7)
Exhibit H:	Federal Contract Provisions (H-1 through H-8)
Exhibit I:	Generators On-Site Instructions (I-1 through I-3)
Exhibit J:	Existing Generator Specifications (J-1 through J-10)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit H, then (2) Exhibit F, then (3) Exhibit A, then (4) Exhibit B, then (5) Exhibit C, then (6) Exhibit D, then (7) Exhibit E, then (8) Exhibit I, then (9) Exhibit J, then (10) Exhibit G.

B. **Project Specifications**: In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" (latest edition)** available at: https://www.ocalafl.org/home/showpublisheddocument/22736

Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition) available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm

Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving preference to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Prime contractor must perform a minimum of forty percent (40%) of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **ONE MILLION, TWO HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($1,217,424)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Monthly Progress Payments**: The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

B. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

C. **Invoice Submission**. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor shall also submit an updated schedule with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering and Water Resources Department,** Attn: **Jimmy Lopez**, **1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470,** E-Mail: jlopez@ocalafl.gov.

D. **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.

E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.

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 Contractor; (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 Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor'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**. Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor 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. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
   A. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.
   B. **Lead Time.** The maximum acceptable lead time on materials is **THREE (3) MONTHS**. The City shall issue a Notice to Proceed upon notification of receipt of materials by Contractor. At no time shall the construction of the drainage retention pond be affected by lead times related to the generators required for the projects. Should lead times for generators become a challenge, they will be addressed separately on a case-by-case basis submitted in writing to the City Project Manager from the supplier for approval by the engineer on record.
   C. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within ONE HUNDRED EIGHTY (180) days of the start date indicated on the Notice to Proceed and ready for final payment within TEN (10) days of substantial completion**.
   D. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

   E. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
   F. **Work Hours:** Normal working hours shall be Monday through Friday from 8:00 p.m. to 6:00 a.m. Work during the hours of 7:00 a.m. and 5:00 p.m. shall only be allowed within the median without lane closures. If additional working hours are necessary, Contractor must provide forty-eight (48) hours advance notice to the Project Manager and FDOT approval must be provided. Inspectors are not obligated to work on weekends. No work will be permitted on City-observed holidays.
   G. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
   H. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.

6. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail

to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE THOUSAND, SIX HUNDRED NINETY-NINE AND NO/100 DOLLARS ($1,699)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS ($200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3) YEARS** for labor and **THREE (3) YEARS** for materials from the

date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.

9. **PUBLIC CONSTRUCTION BOND**. As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **ONE MILLION, THREE HUNDRED EIGHTY-TWO THOUSAND, THREE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS ($1,382,324)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
10. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
    A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
    B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
11. **INSPECTION AND ACCEPTANCE OF THE WORK**. Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
    A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
    B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
12. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party

in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
   (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
   (2) Contractor provides material that does not meet the specifications of the Agreement;
   (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
   (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

B. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
   (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

D. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in

conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3) YEARS** from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3) YEAR THREE (3) YEARS** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
14. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1) YEAR** and bid debarment for a period of up to **THREE (3) YEARS** for serious contract failures.
16. **CONTRACTOR REPRESENTATIONS**. Contractor expressly represents that:

    A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
    B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
    C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
    E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
    A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
    C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
    E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
    F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
    G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES**. City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
    A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with

Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

20. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work.** City has the authority to stop work or to suspend any work.
22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor 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 Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:

    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) 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 (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers, is to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala

and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **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**.

25. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor'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 Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.

B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor 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 Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor 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. **Contractor 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.org.** Contractor'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 an Additional Insured. The City of Ocala and the Florida Department of Transportation shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Contractor'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 vent that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor 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.org

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 Contractor. Contractor'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. Contractor 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.

27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
    a. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
    b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by

City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract.
    A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
    B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.
    C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
33. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall

it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

34. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

35. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.

36. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.

37. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

38. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

39. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 the Contractor does not transfer the records to the public agency.

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

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

40. **AUDIT.** Contractor 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.
41. **PUBLICITY.** Contractor 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.
42. **E-VERIFY.** Pursuant to section 448.095, Contractor 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. Contractor 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, Contractor 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. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor 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. Contractor 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.
43. **CONFLICT OF INTEREST.** Contractor 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. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest

in Contractor'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.

44. **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.
45. **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.
46. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers and the State of Florida Department of Transportation (the "Department"), including the Department's officers, agents, and employees against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
47. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the Department's or City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
48. **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 Contractor:

Marion Rock, LLC
Attention: Ryan Boutwell
5979 SE Maricamp Road
Ocala, Florida 34472
Phone: 352-687-2023
E-mail: ryan.marionrock@gmail.com

If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third 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, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov

49. **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.
50. **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.
51. **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.
52. **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.

53. **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.
54. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor 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.
55. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
56. **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.
57. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
58. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
59. **ELECTRONIC SIGNATURE(S).** Contractor, 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.
60. **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.
61. **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:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

MARION ROCK, LLC

_____
(Signature)

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

BACKGROUND

1. Contractor shall provide civil and electrical construction services supporting the Engineering department for the expansion of Fisher Park drainage retention area, and the purchase and installation of two (2) proposed generators and required appurtenances to raise the equipment out of the flood zone for lift station #9 and #22.
2. Construction scope and limits are as shown on the plan set in the Plan Set. Scope of work and specifications for generators and platform are presented in Exhibit C – Generators and Exhibit D – Platform, Exhibit E Executed Grant 4337-319R, Exhibit I – Generators On Site Instructions, Exhibit J – Existing Generator Specs D200P4.
3. Contractor is responsible for providing all new materials, labor, and equipment (in good working condition) to complete the civil and electrical work of this project.

EXPERIENCE AND LICENSING REQUIREMENTS

1. This is a unit price contract. The City of Ocala will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
2. The Contractor and all subcontractors shall conform to the labor standards and employment requirements set forth in the Solicitation. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
3. Contractor shall locate, protect, and relocate all underground utilities necessary to complete the work specified in this Agreement, and verify all field conditions, measurements, and elevations.
6. If work to be done has no line-item unit price in this Agreement, a written proposal of the work must be provided in writing agreed upon prior to the commencement of work.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
   - Electrical
   - Right-of-Way (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000
4. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office
5. **Permit Submission Requirements:**
   a. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
   b. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.

6. **Construction Permit Applications:** For construction permits and related documents, please visit: https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits

MOBILIZATION AND MAINTENANCE OF TRAFFIC

1. **Mobilization:** Obtaining of required permits and the moving of the Contractor's operations and equipment required for construction is the Contractor's responsibility. Contractor shall provide on-site construction power and wiring, as needed. Contractor shall provide on-site sanitary facilities as required by governing agencies. Contractor will not be permitted to use the City sanitary facilities during construction. Contractor shall post OSHA required notices and establishing of safety programs and procedures. Contractor will be permitted to invoice by percentage of project completion.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Contractor shall maintain traffic per FDOT 600 series index within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Contractor shall construct and maintain detours.
   A. Contractor shall provide facilities for access to residences, businesses, etc., along the project. Contractor shall furnish, install, and maintain traffic control and safety devices during construction. Contractor shall furnish and install work zone pavement markings for MOT/TTC in construction areas and provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
   B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Contractor shall not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Contractor shall not obstruct or create a hazard to any traffic during the performance of the work and shall repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
   C. Contractor must have one (1) person that is MOT/TTC Advanced certified on site at all times during construction.
3. **Mobilization and Maintenance of Traffic Cost:** The cost for the mobilization of Contractor's equipment and MOT (Maintenance of Traffic) as required by the City and by FDOT Manual on Traffic Control and Safe Practices for Street & Highway Construction and Standard Index 600 is considered to be incidental to other items of related work and shall be spread out through all line items.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
   - Civil work: demolition, excavation (material disposal or delivery), backfilling, leveling, grading and concrete, among others.
   - Electrical work: conduits, wiring, panels, and generator installation, among others.
   - Natural gas: connection, piping, among others.
   - Structural work: platform fabrication and installation, among others.

2. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.

PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications:

1. Plan Set for the project.
2. Scope of Work and Specifications for generators attached as **Exhibit C**.
3. Scope of Work and Specifications for platforms attached as **Exhibit D**.
4. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (February 2023) available at: https://www.ocalafl.gov/home/showpublisheddocument/22736/638121592055800000
5. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: http://www.fdot.gov/programmanagement/Implemented/SpecBooks/
6. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm
7. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm
8. Manual on Uniform Traffic Control Devices (MUTCD), available at: https://www.fdot.gov/traffic/trafficservices/mutcd.shtm
9. FDOT Design Standards available at: https://www.fdot.gov/design/standardplans/DS.shtm
10. All work must be performed in compliance with the Florida Building Code, latest edition. For information, visit the following link: https://floridabuilding.org/c/default.aspx
11. The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans and bid document at job sites at all times.
12. All material and construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. The substantial completion date will start warranty period for each project assigned.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this Agreement.
2. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided for all projects assigned.

2. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
6. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company vehicles and uniforms must display a visible company name/logo.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
   A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
   B. Access to City buildings and facilities to perform the work.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this Agreement in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. Construction/Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.

4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this Contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
8. **Erosion Sediment and Flood Control:** Contractor shall provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Contractor shall maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
9. **Testing Requirements:** Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Engineer. Results of all required testing and inspections shall be submitted to the Engineer. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
10. **Removed Facilities:** All removed electrical components must be turned over to the City of Ocala. Coordination shall be made with the City Project Manager.
11. The City will drain the diesel if needed.
12. Contractor will complete a platform design to be approved by the Project Manager, prior to installation. The steps should be an integral part of the platform.
13. Contractor is responsible to disconnect any existing connections and hook-up the new equipment.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City Inspectors.
2. If during the contract time sign becomes broken or inaccurate, contractor will replace or make sign accurate at no extra charge to the City of Ocala. Contractor is required to keep the City Council members' names and positions up to date throughout the performance of work under this Agreement.

SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be performed in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 40% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be located at Fisher Park - 900 SE 22nd St, Ocala, FL 34471. Material and equipment staging areas will be kept in a clean and orderly fashion.
3. Contractor shall provide on-site sanitary facilities as required by governing agencies.
4. Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with an FDOT-approved steel road plate before the roadway can be opened to traffic. If millings are used, the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly, Contractor shall dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Contractor shall perform periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site shall be completely cleaned after each day of work. Contractor shall sweep all roadways affected by the construction and where adjacent to work daily.

3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
   A. Contractor shall leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
   B. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
   C. Contractor shall broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
   D. All furnishings and equipment shall be placed back in the original locations.
   E. All work areas must be returned to original condition.

SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SAFETY

1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

PRICING

The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs.

ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
GENERAL CONSTRUCTION					
G-01	MOBILIZATION	LS	1	$ 124,025.00	$124,025.00
G-02	BONDS	LS	1	$ 65,805.00	$65,805.00
G-03	PROJECT SIGN	EA	1	$ 3,850.00	$3,850.00
G-06	SILT FENCE & SEDIMENT CONTROL	LF	1620	$ 3.00	$4,860.00
G-07	TREE PROTECTION / CONSTRUCTION FENCE	LF	240	$ 16.00	$3,840.00
G-09	CLEARING & GRUBBING - LIGHT (TREE / ROOT PRUNING)	SY	311	$ 38.00	$11,818.00
G-10	CLEARING & GRUBBING - HEAVY (TREE REMOVAL)	SY	311	$ 57.00	$17,727.00
G-15	GRADING	SY	5100	$ 2.00	$10,200.00
G-16	DRA DEWATERING	LS	1	$ 53,125.00	$53,125.00
G-17-2	EXCAVATION, REMOVAL & TRANSPORT MATERIAL TO CITY LOCATION	CY	9700	$ 17.00	$164,900.00
G-19	LIME ROCK BASE, 4"	SY	1375	$ 15.00	$20,625.00
G-20	TEMPORARY CONSTRUCTION TRACKING PAD	LS	1	$ 9,260.00	$9,260.00
G-32	ASPHALT PAVEMENT, SUPERPAVE 9.5	TN	82	$ 252.00	$20,664.00
G-78	REMOVE EXISITNG CHAINLINK FENCE	LF	1050	$ 8.00	$8,400.00
G-80	SOD-BAHIA	SY	6600	$ 5.00	$33,000.00
	GENERAL CONSTRUCTION SUB-TOTAL				**$552,099.00**
LIFT STATION GENERATORS					
LS-9	PURCHASE & INSTALLATION OF 200 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. DEMO WORK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK. ALUMINUM PLATFORM.	LS	1	$ 184,060.00	$184,060.00
LS-22	PURCHASE & INSTALLATION OF 20 kW GAS GENERATOR WITH ATS. DEMO WORK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK. GAS CONNECTION.	LS	1	$ 481,265.00	$481,265.00
	LIFT STATION GENERATORS SUB-TOTAL				**$665,325.00**
	TOTAL				**$1,217,424.00**

SCOPE OF WORK
STANDBY GENERATOR AND ATS INSTALLATION
City of Ocala – Lift Station #9 & #22 Sites

1.1. DESCRIPTION

Provide two standby power-rated engine generator sets (U.S. made), one 200kW and one 20 kW. The generators shall be direct-coupled, liquid-cooled, with a conventional alternator and electronic governor. The unit shall be manufactured using parts readily available via next day/overnight shipping. The generator must be complete with system controls and all necessary accessories to make the generator set fully operational. Submittal of adequate size calculations, kW ratings, ATS, fuel volume requirements, tank capacity, and electrical components shall be determined by a qualified vendor, or an electrical engineer based on each lift station site location. Site visit required by a vendor representative. Preferred manufacture: Cummins or approved equal.

1.1.1 Provide for integral automatic and manual operation of the generator from a switch panel for all automatic transfer switches (ATS) for the generator locations as described in this specification. The system must come online automatically when utility power is not present at the ATS. The system must automatically transfer generator power to load, and on the restoration of utility power automatically re-transfers load to utility power. After utility power is restored at ATS, the system must shut down the generator and return it to a state of readiness for the next operating cycle. The switch panel must have provisions for manual operation to conduct routine preventative maintenance and diagnosis. Preferred manufacture: Asco or approved equal.

1.1.2 Standby and overload ratings shall meet the requirements herein.

1.1.3 The electric generating system must consist of an internal combustion engine, electrical generating alternator, electronic governor, couplings, and all controls, tested as a complete unit.

1.1.4 The generator must conform to NFPA 70 and applicable inspection authorities.

1.1.5 Transfer switch shall be labeled and approved to meet UL 1008.

1.1.6 The generator manufacture must manufacture the transfer switch to ensure a single source for repairs and technical support.

1.1.7 The generator manufacturer must provide a diagnostic communication link for engine and generator parameters.

1.1.8 The generator manufacturer must have a service location, parts inventory, and factory-trained technicians within a 2-hour response to the Ocala FL 34470 zip code.

1.3 SUMMARY OF EQUIPMENT

1.3.1 Standby Power Rated Engine Generator, 40kw or larger, 60HZ, 3-phase and neutral, (4 Wire).

1.3.2 Automatic Transfer Switch (ATS), 100A or larger.

1.1.9 The generator enclosure shall be sound-attenuated, weatherproof constructed of aluminum, and withstand 180 mph wind loads.

2.0 ENGINE-GENERATOR SET

The prime mover or engine of the generator shall be a liquid-cooled, diesel or natural gas-fueled, naturally aspirated engine of 4-cycle design, with four cylinders (minimum).

2.0.2 The engine shall be cooled with an integral, unit-mounted radiator, fan, water pump, and closed coolant recovery system, which provides visual diagnostic means to determine if the system is operating with a normal engine coolant level. The radiator shall be designed for satisfactory operation in 122 Degrees Fahrenheit (50 degrees Celsius) ambient temperature.

2.0.3 The intake air filter (with replaceable elements) shall be mounted on the unit. Full pressure lubrication shall be supplied by a positive displacement lube-oil pump system. The engine shall have a replaceable oil filter with internal bypass and replaceable elements. Engine coolant and oil drain extension must be provided outside the mounting base for maintenance servicing. A fan blade guard shall be installed for safety.

2.0.4 The engine shall have a battery charging DC alternator with an electronic voltage regulator. The engine stater must be a solenoid shift electric starter.

2.0.5 Engine speed electronic governor shall have a frequency control adjustable to maintain alternator frequency within five percent (across the range) from no load to full load.

2.0.6 The engine fuel system shall be designed for operation using ultra-low sulfur diesel or natural gas. Diesel-fueled units must have a secondary fuel filter, water separator with glass bowl, manual fuel priming pump, and fuel shut-off solenoid.

2.0.7 Sensors shall be located on the engine for low oil pressure shutdown, high coolant temperature shutdown, low coolant level shutdown, over-speed shutdown, and over-crank shutdown.

2.0.8 The electric coolant heater shall be thermostatically controlled to automatically maintain the coolant within 5 degrees of the control temperature. The control temperature shall be the temperature recommended by the manufacturer to optimize the starting time.

2.2 ALTERNATOR

The alternator must be manufactured by the engine manufacturer with a multi-pole revolving field type, 3-phase, 60 HZ, 4 wire, with a brushless, static exciter. The generator shall be standby rated. The stator shall be directly connected to the engine flywheel. The generator alternator temp rise shall not exceed 105 Celsius. The alternator must be a 12 lead reconnectable with leads extended into the AC-connected panel. The alternator shall be protected by internal thermal overload protection and an automatic reset field circuit breaker. The alternator load shall be 100% of the nameplate kW rating.

2.2.1 The solid-state voltage regulator shall control the output voltage by varying the exciter magnetic field to provide plus or minus 1% regulation during stable load conditions. The regulator shall have a voltage droop characteristic of 4 volts per cycle to maximize motor starting capability in the event an extremely heavy load drops the output frequency. The frequency at which this droop operation begins shall be adjustable allowing the generator set to be properly matched to the load characteristics ensuring optimum system performance.

2.2.2 The voltage regulator shall contain a limiting circuit to prevent output voltage surges in excess of 110% of rated voltage during generator set operation. On a loss of the sensing signal, the voltage regulator shall shut down to prevent an overvoltage condition from occurring. A voltage regulator that can go into a full field condition is unacceptable. A visual indicator must be provided to monitor the sensing (yellow), excitation (green), and output circuit (red) of the voltage regulator.

2.2.3 The engine generator set, and fuel tank shall be mounted with vibration isolators, permitting suitable mounting to any level surface.

2.3 GENERATOR CONTROLS

2.3.1 All engine, alternator controls, and instrumentation shall be designed, built, wired, tested, and shock-mounted in a NEMA 3R enclosure to the engine-generator set by the manufacturer. It shall contain direct current (D.C.) panel lighting and a fused circuit for control protection.

2.3.2 The engine-generator set shall contain a complete engine start-stop control, which starts the engine on closing contacts and stops the engine on opening contacts. An automatic preheat circuit that can also be operated in a manual mode shall be provided. A cyclic cranking limiter shall be provided to open the starting circuit and disable the start cycle if the engine does not start after eight attempts. Engine control modules shall be the solid-state plug-in type for high reliability and easy service.

2.3.3 Safety shutdown monitoring system shall include solid-state engine monitor with individual lights and one common external alarm contact indicating the following conditions: Overcrank shutdown, Overspeed shutdown, High Coolant Temperature (Low Coolant Level shutdown), Low Oil Pressure shutdown, and fuel leak. The monitoring system shall include a lamp test switch for manual reset of tripped conditions. Engine RPM shall be monitored by an independent permanent magnetic sensor. The engine shall shut down immediately and provide a no RPM event and warning lamp in the event of a failure.

2.3.4 Engine instrumentation shall consist of an oil pressure gauge, coolant temperature gauge, D.C. amp gauge, and an engine run-hour-meter, located on the unit control panel. Alternator instrumentation shall include meters to indicate output voltage per phase, amperage per phase, and generator output frequency.

2.3.5 The generator must include a fuel gauge or low fuel level sensor.

2.3.6 A thermal-magnetic, UL listed, main-line, molded case circuit breaker shall be mounted in the generator terminal panel. Lineside connections shall be made at the factory.

2.3.7 A red emergency stop pushbutton shall be provided on the exterior of the enclosure and shall be accessible without the use of a key and without having to open the enclosure.

2.4 MISCELLANEOUS EQUIPMENT

The following miscellaneous equipment shall be provided as a part of this procurement action:

2.4.1 The transfer switch mechanism and controls shall be mounted in a NEMA 3R weatherproof enclosure, rated for outdoor installations.

2.4.1.1 The engine-generator set shall be factory enclosed in an aluminum enclosure.

2.4.1.2 The sound attenuating enclosure levels shall be no more than 95 decibels at 3 meters (maximum) when the unit is operated at full load. The enclosure shall have large, removable doors to allow complete access to the engine, alternator, and control panel. Each door shall be fitted with stainless steel, lockable hardware with two sets of identical keys. The enclosure shall meet local seismic requirements.

2.4.1.3 An automatic dual rate battery charger mounted inside the generator enclosure, in its own cabinet, shall be provided. The charger shall have 120-volt, single-phase input. The automatic charger system shall monitor and limit the charge current to maximum 10 amps. The output voltage shall not exceed 16 volts and must be protected against reverse polarity.

2.4.1.4 A heavy-duty, lead-acid battery set shall be provided by the generator set manufacturer with adequate voltage and amperage capacity to start and operate the engine. The battery shall be shipped in place fully charged with electrolyte with a warranty of 5 years.

2.4.1.5 An integral skid-type fuel tank for diesel applications shall be provided with the generator set to permit no less than 24 hours of operation at full rated load. The tank shall be sized for the largest integral skid type fuel tank available from the factory for this size generator. The fuel tank shall be a dual wall tank with a retention capacity of 110% of the internal tank. The integral fuel tank shall include an interstitial leak detector to provide notification of the presence of fuel in the interstitial space. The leak detector shall be able to be wired to the safety shutdown monitoring system and shall have a dedicated indicator light.

3.0 AUTOMATIC TRANSFER SWITCH (ATS)

3.0.1 The automatic transfer switch shall be furnished to maintain system compatibility and local service responsibility for the complete emergency power system. It shall be listed by Underwriter's Laboratory, Standard 1008, with circuit breaker protection afforded by the generator breaker. The Manufacture's production data sample documents of the transfer switch tests shall withstand 10,000 mechanical operation cycles (minimum) without failure. Wiring shall comply with NEC table 373-6. The manufacturer shall furnish complete schematic and wiring diagrams for the particular automatic transfer switch and a typical wiring diagram for the entire system showing all components, relays, and part numbers. The ATS shall be secured to the stainless steel and weather-proof enclosure. All wiring and connections to integrate the ATS into the generator output shall be made by the vendor. The transfer switch must be manufactured by the engine generator manufacturer.

3.1 ATS RATINGS & PERFORMANCE

3.1.1 The automatic transfer switch (ATS) shall be a 4-pole design (3-pole + neutral), rated for full load, continuous operation. The ATS rating shall be ambient temperatures of -15 Degrees Celsius to +50 Degrees Celsius. The transfer switch shall have a minimum withstand and closing rating of 42,000 amperes. The RMS symmetrical fault current ratings shall be the rating listed in the UL listing or component recognition procedures for the transfer switch.

3.3 ATS CONSTRUCTION

3.3.1 The transfer switch shall be open transition type, positively electrically and mechanically interlocked in both normal and emergency positions. The transfer switch shall be approved for manual operation.

3.3.2 The transfer switch electrical actuator shall have an independent disconnect means to disable the electrical operation during manual switching. Maximum electrical transfer time in either direction shall be 160 milliseconds, exclusive of time delays. Main switch contacts shall be high-pressure silver alloy or superior contacts.

3.4 CONTROL EQUIPMENT

3.4.1 All control equipment shall be mounted on the inside of the cabinet door in a metal lockable enclosure with a transparent safety shield to protect all-solid-state circuit boards. This will allow for ease of service access when the main cabinet lockable door is open but prevent access by unauthorized personnel. Control boards shall have installed cover plates to avoid shock hazards while making control adjustments. The solid-state voltage sensors and time delay modules shall be plug-in circuit boards with corrosion-resistant contacts for ease of service and longevity.

3.4.2 A solid-state under-voltage sensor shall monitor each phase of the normal source and provide adjustable ranges for field adjustments for specific applications needs. Pick-up and drop-out settings shall be adjustable from a minimum of 70% to a maximum of 95% of nominal voltage.

3.4.3 The operating power for transfer and retransfer shall be obtained from the source to which the load is being transferred. Controls shall provide an automatic retransfer of the load from emergency to normal if the emergency source fails with the normal source available.

3.4.4 Provide a solid-state exercise clock to set the day and time of the generator to the exercise period. The clock shall have a seven-day, 24-hour programmable clock powered from the utility side of the transfer switch. A 150-hour internal battery shall be supplied to maintain the circuit board settings when the load side of the transfer switch is de-energized.

3.4.5 Minimum front-mounted controls shall include a selector switch to provide for a NORMAL TEST mode with full use of time delays, and AUTOMATIC mode to set the system for normal operation.

3.4.6 Provide unique colored indicator lamps to be energized when the transfer switch position is in either UTILITY, EMERGENCY, or STANDBY OPERATING mode. These lights shall be energized from the utility, or the engine-generator set.

3.4.7 Provide manual operating handle to allow for manual transfer. This handle shall be mounted inside the lockable enclosure so accessible only by authorized personnel.

3.4.8 Provide a safety disconnect switch to prevent load transfer and automatic engine start while performing maintenance. This switch will also be used for manual transfer switch operation.

3.4.9 Provide status lights to give a visual readout of the operating sequence. This shall include at a minimum: utility on, engine warm-up, standby voltage on, generator transfer, return to utility, and test mode.

4.0 FACTORY TESTING

4.0.1 Before shipment of the equipment, the engine-generator set shall be tested under rated load and power factor for performance and proper functioning of control and interfacing circuits. Tests shall include:

4.0.1.1 Verifying all safety shutdowns and components are functioning properly.

4.0.1.2 Single-step load pick-up per NFPA 110-1985, Paragraph 5-13.2.6.

4.0.1.3 Transient and voltage dip responses and steady-state voltage and speed (frequency) checks.

4.0.1.4 The factory test data sheet shall identify all tests (PASSED or FAILED) and accompany each generator set. This will be reviewed by the City of Ocala Fleet Management Department.

4.3 OWNERS MANUALS

4.3.1 One (1) hard copy set of owner's manuals specific to the generator and products supplied shall be furnished for each unit. General operating instruction, preventive maintenance, wiring diagrams, schematics, and parts exploded views specific to this model shall be included. A PDF version of the owner's manuals shall also be provided with each generator.

4.4 SUBMITTALS

4.4.1 Provide complete sets (for each rating of the generator) of Engineering Submittal for approval, showing all components, in addition to the engine, generator, and automatic transfer switch. Submittals shall include complete system interconnection wiring diagrams and manufacturer's warranty form indicating compliance with these specifications. Submittal of adequate size calculations, ATS, electrical components shall be determined by a qualified vendor, or an electrical engineer based on each lift station. Site visit required.

4.5 SPARE PARTS

General parts: Provide one set of maintenance (spare) parts for each generator provided under this submittal. Provide parts necessary to perform scheduled maintenance functions for 2000 operating hours plus replacement bulbs for indicators, replacement fuses for each fuse used on the generator and any other like items that the manufacturer deems necessary for routine maintenance. This group of parts shall include a complete list of all vendors recommended spares, including, but not limited to, the items listed below:

1. Engine lubricating oil filters and filter gaskets, if separate from the filter.
2. Fuel filters and filter gaskets, if separate from the filter.
3. Engine intake air filters and filter gaskets, if separate from the filter.
4. A minimum of 3 light bulbs of each type of light bulb used in the generator.
5. A minimum of 3 electrical fuses of each size/type fuse used in the generator.

4.6 WARRANTY

The vendor shall provide a five-year warranty on parts and labor, which starts from the date the equipment is commissioned on-site. This requirement shall not modify or change the standard contract warranty agreement.

5.0 INSTALLATION

5.1 The generator and ATS supplier shall visit the worksite to survey the required installation, then shall provide all materials and labor needed to install the generator and ATS. This shall include properly engineered concrete pads, conduit, cable, circuit breakers, and all equipment and materials. This shall also include interconnection of the ATS to utility power, and a 500A output circuit breaker panel in a NEMA 3R enclosure. Testing and commissioning shall be done by the contractor. Certified NFPA 110 test reports with a 4-hour load bank on-site shall be performed by the manufacturer's engine factory technician.

Lift Station #9 Generator Installation (HMGP)

Scope of Work for Generator Platform

Project Description:

This project consists of the installation of generators to existing wastewater lift stations (citywide) to continue operating should power be lost during any storm event. The generator shall be protected against a 500-year flood event by locating them outside the Special Flood Hazard Area (SFHA).

After an engineering study, City of Ocala Engineering has determined that two of the proposed lift station generators to be installed are within a Special Flood Hazard Area (SFHA) and they need to be elevated about one foot above the Base Flood Elevation (BFE).

The proposed work is generally described as follows:

Lift Station #9, located on Fisher Park – 900 SE 22nd St, the new generator will need an aluminum platform to be elevated approximately 5 feet (El. 71.00') above the existing concrete slab elevation (El. 66.16'). The platform will need to be designed to support the generator weight (including safety factor) plus all the electrical components to be relocated to it. This platform will include the structural members, railings, gratings, anchors, steps, and any other necessary component. Generator will need minimum of 36 inches clearance all around for maintenance purposes.

Contractor is responsible of providing all materials, design, labor, and equipment to complete the portion of the project.

The plan set for this project dated 4/26/2023 is available for inspection and copying at 1805 NE 30th Avenue, Building 700, Ocala, Florida.

Agreement Number: H0413

Project Number: 4337-319-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.12 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.13, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	CITY OF OCALA
Sub-Recipient's unique entity identifier (FEIN):	59-6000392
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	March 4, 2021
Subaward Period of Performance Start and End Date:	Upon execution through June 30, 2023
Amount of Federal Funds Obligated by this Agreement:	$682,942.91
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$682,571.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$682,571.25
Federal award project description (see FFATA):	Lift Station Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Douglas.galvan@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Ocala, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Douglas Galvan, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4583
Email: Douglas.galvan@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Sean Lanier, Water Resources Director
   City of Ocala
   1805 NE 30th Avenue, Building 600
   Ocala, Florida 34470
   Telephone: 352-351-6772
   Email: slanier@ocalafl.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$682,942.91**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

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of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

A) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

B) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

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to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

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

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

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

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

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inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

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

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

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

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

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

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

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: CITY OF OCALA

By: _____

Name and Title: Justin Grabelle Council President

Date: 09 / 17 / 2021

FEID#: _____

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson Digitally signed by Miles E. Anderson DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US Date: 2021.09.30 17:13:07 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 09/30/2021

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 682,942.91**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
   - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage, and provide protection to two (2) lift stations in Ocala, Marion County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-319-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ocala, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements, utility protective measures and backup power to Lift Station #9 and Lift Station #22 along with drainage improvements in existing Fisher Park within the City of Ocala, Florida 34471.

The HMGP construction scope of work includes the protection of Lift Station #9 and Lift Station #22 by raising their existing electrical equipment at least one foot above the BFE and the installation of a 200-KW and 20-KW permanent generator, respectively, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support each critical facility. Additionally, drainage improvements will include the expansion of the existing Fisher Park pond to maximize runoff storage and the construction of a new stormwater pump station and forcemain to allow for more discharge into an existing upstream City draining detention area (DRA).

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The pump station and the generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Coordinates
1)	LS #09	(29.165688, -82.128310)
2)	LS #22	(29.196967, -82.122284)
3)	New Pump Station	(29.1663381,-82.1282246)
4)	Pond	NW: (29.166483, -82.131049) NE: (29.166331, -82.127158) SE: (29.165394, -82.126820) SW: (29.165364, -82.128309)

TASKS & DELIVERABLES:

C) **Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the

Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and

   2. Certifying Compliance with all applicable codes.

c) Local Building Official Inspection Report and Final approval.

d) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

f) Verification letter or documentation showing the generators and pump station are protected to the 500-year (0.2% annual chance) flood elevation.

g) Prior to initiating any work, the Sub-Recipient shall identify the source and location of fill material and provide documentation to the state. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with State Historic Preservation Officer will be required.

h) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient for compliance during project construction.

   1. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, that they were handled in accordance with Florida Statutes, Section 872.05.

   2. Or a letter stating no archeological materials were discovered during project construction.

i) Permit(s) and verification of compliance:

   1. Water Management Districts.

   2. United States Army Corps of Engineers (USACE).

   3. Department of Environmental Protection (DEP).

   4. Department of Transportation (DOT).

   5. Local jurisdiction(s).

   NOTE: If no permit was needed – a letter stating "no permit required".

j) Best Management Practices were utilized – Submit letter at closeout.

k) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include

   1. Storm Water Pollution Prevention Plan (SWPPP);

   2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);

   3. Notice of Termination (NOT); terminates the NOI (from FDEP);

OR If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).

l) Ground Dewatering Activities at the construction site:

1. Provide documentation of coverage under FDEP "Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity";
2. **OR** Letter stating that "No ground dewatering activities took place at this project's site".

m) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC): The Sub-Recipient shall pre-audit source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

D) Deliverables:

Mitigation Activities consist of drainage improvements to the Fisher Park existing pond, along with raising the electrical equipment and installing generators to provide backup power to Lift Station #9 and Lift Station #22 in Ocala, Marion County, Florida, 34471.

The completed project shall provide protection against a 100-year storm event.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

E) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

5) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

6) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

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7) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

F) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

4) Prior to initiating any work, the Sub-Recipient shall identify the source and location of fill material and provide documentation to the state. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required.

5) The generators and lift station are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

7) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response

letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.

8) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

G) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) Special Conditions required on implementation of Projects:

The generator is supporting a critical action and must be protected to the 500 year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive Order 11988- Floodplains Monitoring Required: No

9) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-319-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 9, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2023.**

H) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**24**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$433,415.00	$325,061.25	$108,353.75
Labor:	$396,200.00	$297,150.00	$99,050.00
Fees:	$59,740.00	$44,805.00	$14,935.00
Initial Agreement Amount:	**$889,355.00**	**$667,016.25**	**$222,338.75**
***Contingency Funds:	$20,740.00	$15,555.00	$5,185.00
Project Total:	**$910,095.00**	**$682,571.25**	**$227,523.75**
****SRMC**			
SRMC:	$15,926.66	$15,926.66	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$15,926.66**	**$15,926.66**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $20,740.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$682,571.25	(75.00%)
Non-Federal Share:	$227,523.75	(25.00%)
Total Project Cost:	**$910,095.00**	**(100.00%)**
SRMC (100% Federal)	$15,926.66	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
a. Safety Hazard Present
b. Health Hazards Present
c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: CITY OF OCALA

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Lift Station Generator PROJECT #: 4337-319-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0413

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non-Federal %	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: CITY OF OCALA PAYMENT #:

PROJECT TYPE: Lift Stations, Generator PROJECT #: 4337-319-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0413

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	**TOTAL**	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Doc ID: f2096f1609bbd43b2acfc4d9cced92cb93357[illegible]

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF OCALA

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: CITY OF OCALA **PROJECT #:** 4337-319-R
PROJECT TYPE: Lift Stations, Generator **CONTRACT #:** H0413
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: ____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):
Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*
☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%
Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

CITY OF OCALA
Sub-Recipient's Name

H0413
DEM Contract Number

4337-319-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-319-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 682,942.91

OBLIGATION/ACTION DATE: March 4, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 055947428

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements, utility protective measures and backup power to Lift Station #9 and Lift Station #22 along with drainage improvements in existing Fisher Park within the City of Ocala, Florida 34471.

The HMGP construction scope of work includes the protection of Lift Station #9 and Lift Station #22 by raising their existing electrical equipment at least one foot above the BFE and the installation of a 200-KW and 20-KW permanent generator, respectively, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support each critical facility. Additionally, drainage improvements will include the expansion of the existing Fisher Park pond to maximize runoff storage and the construction of a new stormwater pump station and forcemain to allow for more discharge into an existing upstream City draining detention area (DRA).

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The pump station and the generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Coordinates
1)	LS #09	(29.165688, -82.128310)
2)	LS #22	(29.196967, -82.122284)
3)	New Pump Station	(29.1663381,-82.1282246)
4)	Pond	NW: (29.166483, -82.131049) NE: (29.166331, -82.127158) SE: (29.165394, -82.126820) SW: (29.165364, -82.128309)

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

d) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

CITY OF OCALA
Sub-Recipient's Name

H0413
DEM Contract Number

4337-319-R
FEMA Project Number

Doc ID: f2096f1609bbd43b2acfc4d9cced92cb93357

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-319-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 682,942.91

OBLIGATION/ACTION DATE: March 4, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 055947428

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements, utility protective measures and backup power to Lift Station #9 and Lift Station #22 along with drainage improvements in existing Fisher Park within the City of Ocala, Florida 34471.

The HMGP construction scope of work includes the protection of Lift Station #9 and Lift Station #22 by raising their existing electrical equipment at least one foot above the BFE and the installation of a 200-KW and 20-KW permanent generator, respectively, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support each critical facility. Additionally, drainage improvements will include the expansion of the existing Fisher Park pond to maximize runoff storage and the construction of a new stormwater pump station and forcemain to allow for more discharge into an existing upstream City draining detention area (DRA).

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The pump station and the generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Coordinates
1)	LS #09	(29.165688, -82.128310)
2)	LS #22	(29.196967, -82.122284)
3)	New Pump Station	(29.1663381,-82.1282246)
4)	Pond	NW: (29.166483, -82.131049) NE: (29.166331, -82.127158) SE: (29.165394, -82.126820) SW: (29.165364, -82.128309)

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

d) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund this contract. The Contractor shall comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

DRUG FREE WORKPLACE REQUIREMENTS

Drug free workplace requirements in accordance with Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) Contractor entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements in accordance with the Drug Free Workplace Act of 1988.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to
be provided setting forth the provisions of this nondiscrimination clause. Contractor will ensure that conduct and communication at the DMS and with all personnel will not be discriminatory, inappropriate or offensive and the City shall have the right to request replacement personnel when violations of this policy occur.

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

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

Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, how
ever, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Successful Proposer may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

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

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

A breach of the contract clauses above may be grounds for termination of the contract, and for disbarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.13.5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701–3708)

Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Compliance with the Contract Work Hours and Safety Standards Act:

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

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Ocala shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for
the in paragraph (2) of this section.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

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

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA. Federal Water Pollution Control Act.

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

The Contractor agrees to report each violation to the City and Contractor understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Regional Office of the Environmental Protection Agency.

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

SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to THE city, the State of Florida and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Consultant certifies it is not so listed as excluded or disqualified from contracting and shall confirm same for every subcontractor receiving any payment in whole or in part from federal funds.

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CONFLICT OF INTEREST
Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy.

MANDATORY DISCLOSURES
Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)
Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contractor has documented efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with
their proposal, which shall be made part of the Agreement.

BYRD ANTI-LOBBYING AMENDMENT

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

Contractor's certification of compliance with certification requirements under 10 CFR Part 601 New Restrictions on Lobbying is attached and incorporated by reference into and made part of the Agreement.

DOMESTIC PREFERENCE FOR PROCUREMENTS

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

For purposes of this clause:

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
2. Prohibitions.
    a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
    b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
        i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
        iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
        iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
    a. This clause does not prohibit contractors from providing:
        i. A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements, or
        ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

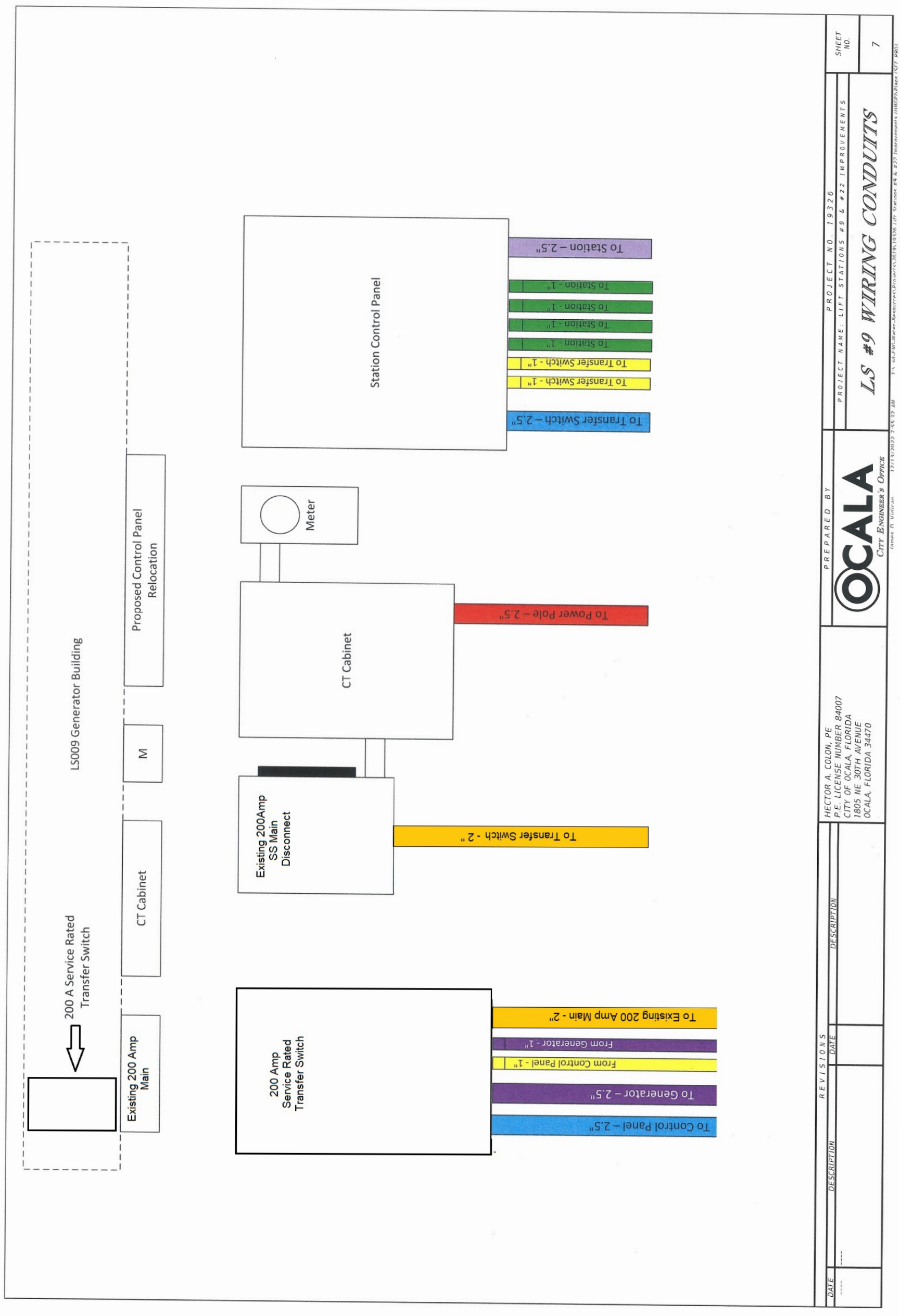
4. Reporting requirement.

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

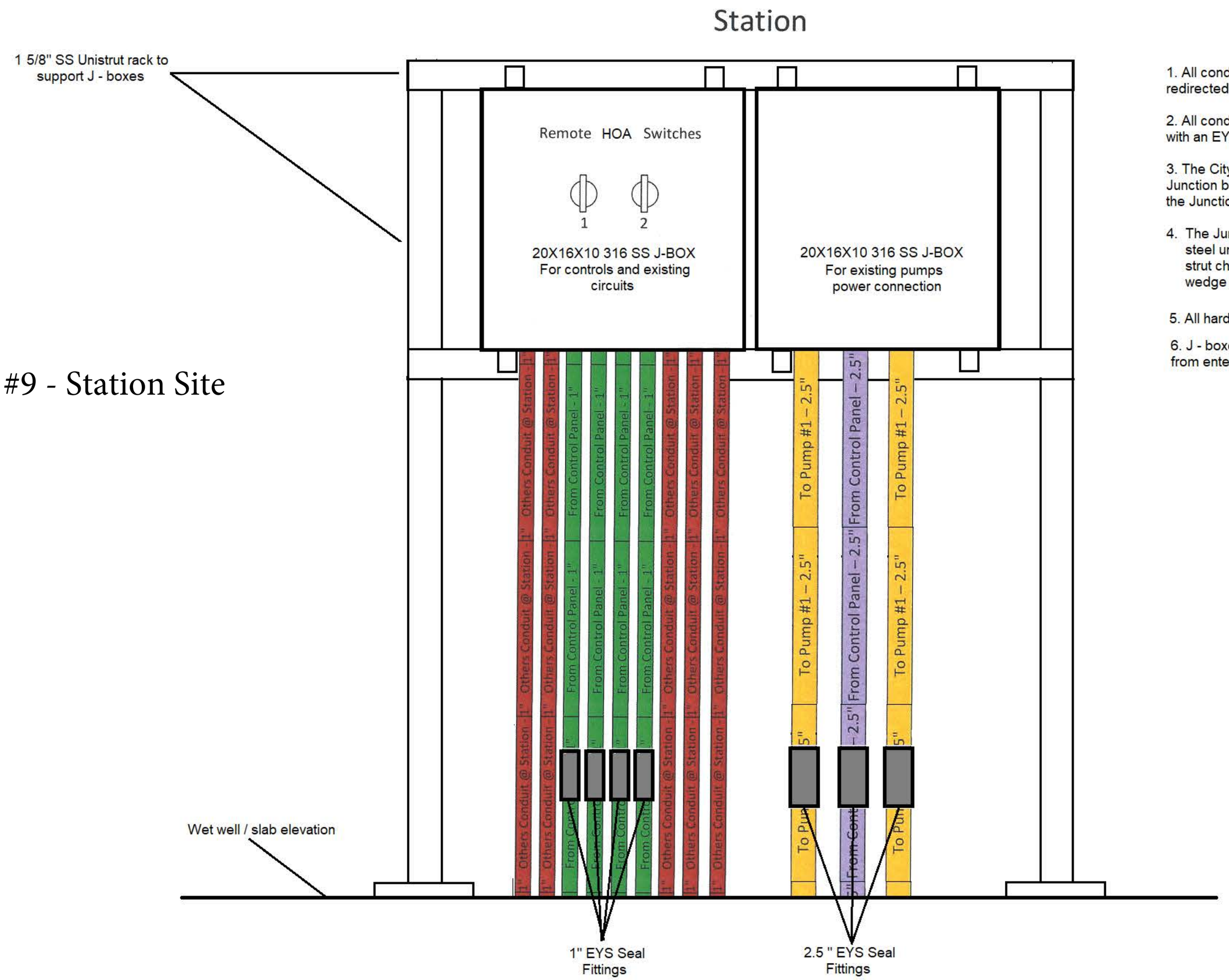
i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.


LS009 Generator Building
200 A Service Rated Transfer Switch
Existing 200 Amp Main
CT Cabinet
M
Proposed Control Panel Relocation
200 Amp Service Rated Transfer Switch
To Existing 200 Amp Main - 2"
From Generator - 1"
From Control Panel - 1"
To Generator – 2.5"
To Control Panel – 2.5"
Existing 200Amp SS Main Disconnect
To Transfer Switch - 2 "
CT Cabinet
To Power Pole – 2.5"
Meter
Station Control Panel
To Station – 2.5"
To Station - 1"
To Station - 1"
To Station - 1"
To Station - 1"
To Transfer Switch - 1"
To Transfer Switch - 1"
To Transfer Switch – 2.5"
LS #9 WIRING CONDUITS
PROJECT NO. 19326
PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS
SHEET NO. 7
PREPARED BY
OCALA
CITY ENGINEER'S OFFICE
HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470
REVISIONS
DESCRIPTION
DATE

LS #9 - Station Site



NOTES:

1. All conduits shown are existing, but my need to be redirected from existing ATS to control panel new location.

2. All conduits connected to the control panel shall be sealed with an EYS style conduit seal.

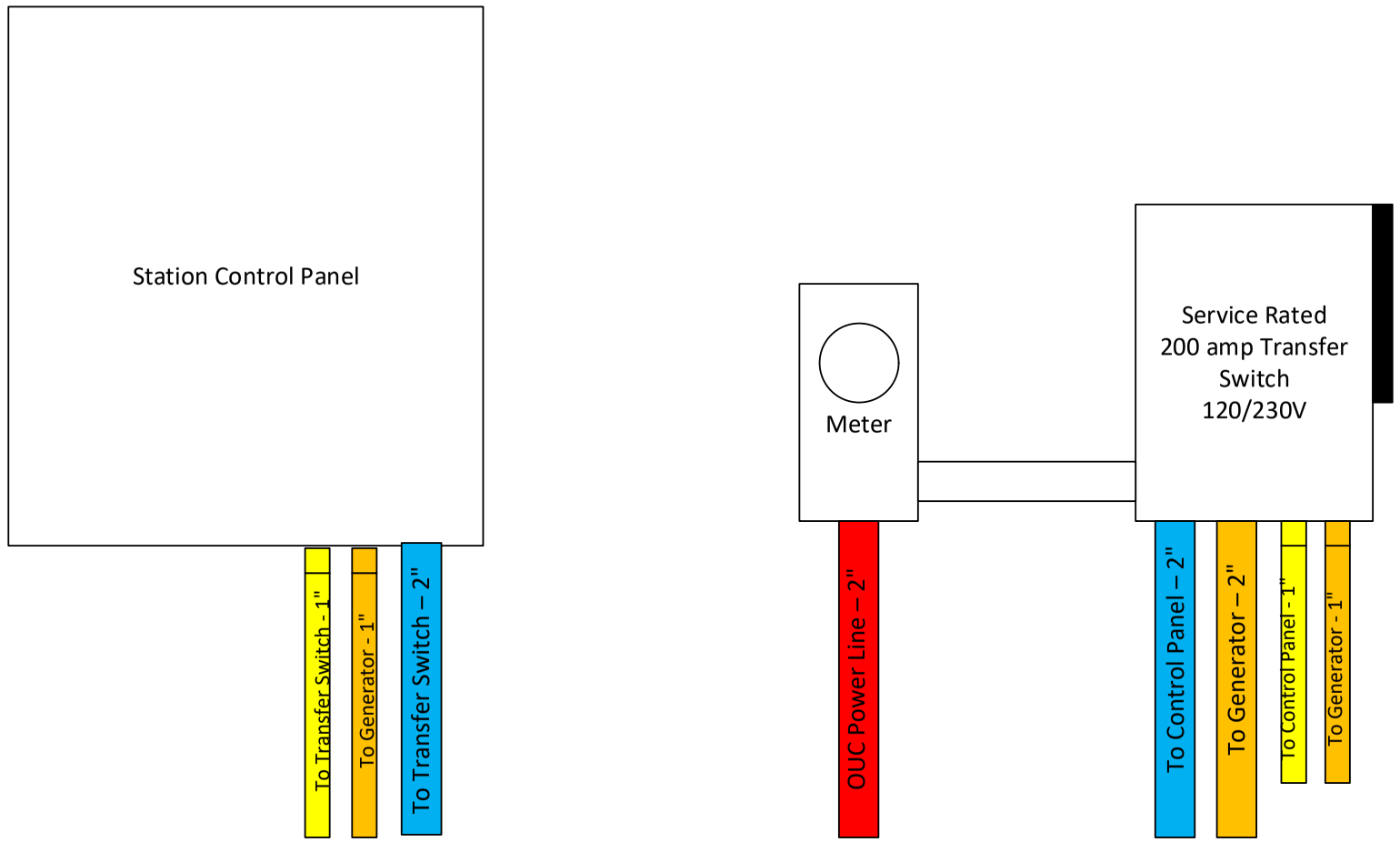
3. The City of Ocala shall provide the 20X16X10 316 SS Junction boxes (2) and the associated termination points within the Junction boxes.

4. The Junction boxes shall be supported with a 316 Stainless steel unistrut rack, anchored to the slab with a Stainless steel strut channel floor mount and 3/8" X 3" Stainless steel wedge anchors, embeded 2" min. depth.

5. All hardware shall be Stainless steel

6. J - boxes to be mounted above flood level to prevent flood water from entering boxes.

LS022 Proposed Generator
Electrical



DIESEL GENERATOR SETS

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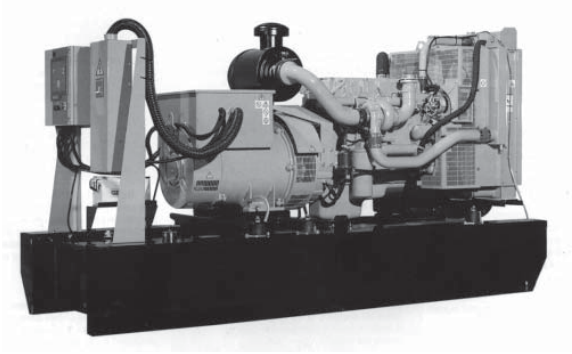

STANDBY 150-200 kW
PRIME 135-180 kW
60 Hz

Model	Standby kW (kVA)	Prime kW (kVA)
D150P4*	150 (187.5)	135 (168.8)
D200P4*	200 (250)	180 (225)

*EPA Approved, Emissions Certified

FEATURES

GENERATOR SET
- Complete system designed and built at ISO 9001 certified facilities
- Factory tested to design specifications at full load conditions

ENGINE
- Governing, electronic
- Electrical system, 24 VDC
- Cartridge type filters
- Battery(s), rack and cables
- Coolant and lube drains piped to edge of base

GENERATOR
- Insulation system, class H
- Electrical design in accordance with BS5000 Part 99, IEC34-1, VDE0530, UTE51100, NEMA MG-1.22
- Drip proof alternator air intake (NEMA 2, IP23) (D150P4)

CONTROL SYSTEM
- 2001 Series Autostart control panel
- Vibration isolated NEMA 1 enclosure with lockable hinged door
- DC and AC wiring looms

MOUNTING ARRANGEMENT
- Heavy-duty fabricated steel base with lifting points
- Anti-vibration pads to ensure vibration isolation
- Complete OSHA guarding
- Stub-up pipe ready for connection to silencer pipework
- Flexible fuel lines to base with NPT connections

COOLING SYSTEM
- Radiator and cooling fan complete with protective guards
- Standard ambient temperatures up to 122° F (50° C)

CIRCUIT BREAKER
- UL/CSA listed
- 3-pole with solid neutral
- NEMA 1 steel enclosure, vibration isolated
- Electrical stub-up area directly below circuit breaker

AUTOMATIC VOLTAGE REGULATOR
- Voltage within ± 0.5% at steady state from no load to full load
- Provides fast recovery from transient load changes

EQUIPMENT FINISH
- All electroplated hardware
- Anticorrosive paint protection
- High gloss polyurethane paint for durability and scuff resistance

QUALITY STANDARDS
- BS4999, BS5000, BS5514, IEC34, VDE0530, NEMA MG-1.22, NFPA 110 (with optional equipment)

DOCUMENTATION
- Operation and maintenance manuals provided
- Wiring diagrams included

WARRANTY
- 12 months from date of initial start-up or 18 months from shipping, whichever occurs first

Materials and specifications are subject to change without notice.

WHERE THE WORLD TURNS FOR POWER

S T A N D B Y 1 5 0 - 2 0 0 k W
P R I M E 1 3 5 - 1 8 0 k W
6 0 H z

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OPTIONAL EQUIPMENT*

ENCLOSURE
- B Series weather protective enclosure (includes internal silencer system and 8-hour single-walled fuel tank)

SILENCER SYSTEM
- Level 2 silencer

CONTROL SYSTEM
- 4001E Autostart control panel

FUEL SYSTEM
- UL listed closed top-diked skid-mounted fuel tank base (24-hour capacity) with fuel alarm (low level/leak detected)

COOLING SYSTEM
- Coolant heater
- Low coolant temperature alarm
- Low coolant level shutdown

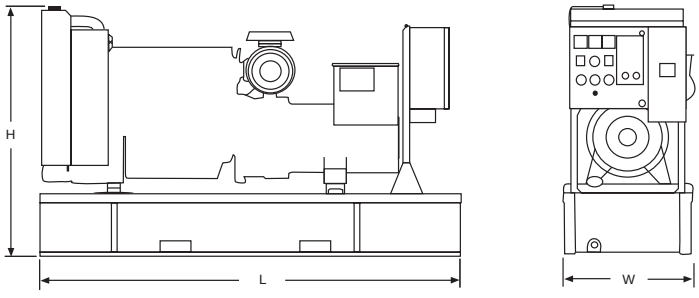
REMOTE ANNUNCIATORS
- 8 channel remote annunciator panel (supplied loose)

WARRANTY
- 12 months

(See warranty policy for details of coverage)

*Some options may not be available on all models. Not all options are listed.

GENERATOR SET DIMENSIONS AND WEIGHTS



Model	Length in (mm)	Width in (mm)	Height in (mm)	Weight lbs (kg)**
D150P4	117 (2971)	39.5 (1003)	67.6 (1717)	4115 (1867)
D200P4	117 (2971)	39.5 (1003)	67.6 (1717)	4423 (2007)

NOTE: General configuration not to be used for installation. See specific dimensional drawings for detail.

**Includes oil and coolant

Materials and specifications are subject to change without notice.

STANDBY 150-200 kW
PRIME 135-180 kW
60 Hz

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SPECIFICATIONS

GENERATOR

Voltage Regulation ..... ±0.5% at steady state from no load to full load
Frequency ..... ±0.25% for constant load, no load to full load
Waveform Distortion ..... THD < 1.8%, at no load
Radio Interference..... Compliance with BSEN 50081 and 50082
Telephone Interference ..... TIF <50, THF <2%
Overspeed Limit..... 2250 rpm
Insulation ..... Class H
Temperature Rise ..... Within Class H limits
Available Voltages 277/480, 266/460, 120/240, 127/220, 120/208, 347/600
Deration ..... Consult factory for available outputs
Ratings ..... At 86° F (30° C), 500 ft. (152.4 m), 60% humidity, 0.8 pf

ENGINE

Manufacturer ..... Perkins
Type 4-Cycle
Cylinder Configuration ..... In-line 6
Displacement — cu in (L) 531 (8.7)
Bore — in (mm) 4.59 (116.6)
Stroke — in (mm) 5.35 (135.9)
Governor
  Type ..... Electronic
  Class..... A1
Piston Speed — ft/sec (m/sec) 26.9 (8.2)
Engine speed — rpm..... 1800
Air Cleaner Type ..... Dry, replaceable paper element type with restriction indicator

D150P4 — 1306E87T
Compression Ratio 17.2:1
Max Power at Rated rpm — hp (kW)
  Standby..... 230 (172)
  Prime 207 (154)
BMEP — psi (kPa)
  Standby..... 191 (1317)
  Prime 171 (1178)
Regenerative Power — kW 28.6
Aspiration..... Turbocharged

D200P4 — 1306E87TA
Compression Ratio 16.9:1
Max Power at Rated rpm — hp (kW)
  Standby..... 325 (242)
  Prime 295 (220)
BMEP — psi (kPa)
  Standby..... 269 (1855)
  Prime..... 245 (1686)
Regenerative Power — kW 28.6
Aspiration ..... Turbocharged, AA Charge Cooled

CONTROL PANEL

NEMA 1 steel enclosure with lockable hinged door
Vibration isolated mounted Autostart control panel
Single location customer connector point
Electrical stub-up area directly below control panel

RATING DEFINITIONS

Standby — Applicable for supplying continuous electrical power (at variable load) in the event of a utility power failure. No overload is permitted on these ratings. The generator is peak rated (as defined in ISO8528-3).

Prime — Applicable for supplying continuous electrical power (at variable load) in lieu of commercially purchased power. There is no limitation to the annual hours of operation and the generator set can supply 10 percent overload power for 1 hour in 12 hours.

Consult your Olympian representative for more information.

www.CAT-ElectricPower.com

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Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

LEHX9490-03 (9-01)

STANDBY 200 kW
PRIME 180 kW
60 Hz

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D200P4 (3-Phase)

Materials and specifications are subject to change without notice.

Generator Set Technical Data — 1800 rpm/60 Hz		Standby	Prime
Power Rating	kW (kVA)	200 (250)	180 (225)
Lubricating System			
Type: Full Pressure			
Oil Filter: Spin-On, Full Flow			
Oil Cooler: Watercooled			
Oil Type Required: API CF-4			
Total Oil Capacity	U.S. gal (L)	7.0 (26.5)	7.0 (26.5)
Oil Pan	U.S. gal (L)	6.0 (22.7)	6.0 (22.7)
Fuel System			
Generator Set Fuel Consumption			
100% Load	g/hr (L/hr)	16.18 (61.26)	14.66 (55.5)
75% Load	g/hr (L/hr)	12.3 (46.4)	11.1 (412.2)
50% Load	g/hr (L/hr)	8.9 (33.6)	8.06 (30.5)
Engine Electrical System			
Voltage/Ground: 24/Negative			
Battery Charging Alternator Ampere Rating	amps	45	45
Cooling System			
Water Pump Type: Centrifugal			
Radiator System Capacity Incl. Engine	U.S. gal (L)	9.8 (37.2)	9.8 (37.2)
Maximum Coolant Static Head	ft H_2O (m H_2O)	51.0 (15.5)	51.0 (15.5)
Coolant Flow Rate	U.S. gal/hr (L/hr)	5559.8 (21 060)	5559.8 (21 060)
Minimum Temperature to Engine	°F (°C)	174 (79)	174 (79)
Temperature Rise Across Engine	°F (°C)	9 (5.0)	9 (5.0)
Heat Rejected to Coolant at Rated Power	Btu/min (kW)	6216 (110)	N/A
Total Heat Radiated to Room at Rated Power	Btu/min (kW)	2561 (45)	N/A
Radiator Fan Load	hp (kW)	20.7 (15.5)	20.7 (15.5)
Air Requirements			
Combustion Air Flow	cfm (m^3/min)	712 (20.2)	N/A
Maximum Air Cleaner Restriction	in H_2O (kPa)	25 (6.2)	25 (6.2)
Radiator Cooling Air (zero restriction)	cfm (m^3/min)	16,949 (480)	16,949 (480)
Alternator Cooling Air	cfm (m^3/min)	1080 (30.6)	1080 (30.6)
Allowable Air Flow Restriction (After radiator)	in H_2O (kPa)	0.48 (0.120)	0.48 (0.120)
Cooling Airflow (@ rated speed)			
Rate with restriction	cfm (m^3/min)	14,620 (414)	14,620 (414)
Exhaust System			
Maximum Allowable Backpressure	in Hg (kPa)	3.2 (10.7)	3.2 (10.7)
Exhaust Flow at Rated kW	cfm (m^3/min)	1811 (51.3)	N/A
Exhaust Temperature at Rated kW —			
Dry Exhaust	°F (°C)	890 (477)	N/A
Generator Set Noise Rating* (Without Attenuation) at 3 ft (1 m)	dB(A)	97	97

Alternator Technical Data		277/480V	266/460V	127/220V	120/208V	347/600V
Motor Starting Capability: (30% Voltage Dip)	(kVA)					
	Self Excited	481	438	402	360	N/A
	PM Excited**	602	555	508	453	602
	AREP Excited	602	555	508	453	602
Full Load Efficiencies:	Standby	92.5	92.3	92.0	91.5	92.5
	Prime	92.8	92.6	92.4	92.0	92.8
Reactances (per unit):	X_d	3.21	3.50	3.82	4.28	3.21
	X'_d	0.16	0.17	0.19	0.21	0.16
Reactances shown are applicable to the standby rating.	X''_d	0.091	0.099	0.108	0.121	0.091
	X_q	1.92	2.09	2.29	2.56	1.92
	X''_q	0.112	0.122	0.134	0.149	0.112
	X_2	0.101	0.110	0.120	0.135	0.101
	X_0	0.006	0.006	0.007	0.007	0.006
Time Constants:		t'_d 100 ms	t''_d 10 ms	t'_{do} 2116 ms		t_a 15 ms

* dB(A) levels are for guidance only
** With PMG Excited Option AR12

LEHX9490-03 (9-01)

ENCLOSURES OLYMPIAN™

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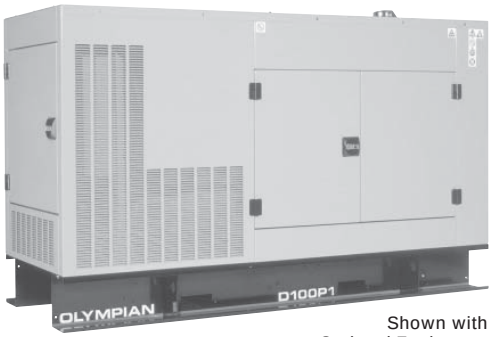

Shown with
Optional Equipment

CAWB – WEATHERPROOF ENCLOSURES

These weatherproof, factory installed, enclosures incorporate internally mounted critical level silencers, matched for safety and aesthetic value on non-UL listed steel base fuel tanks on diesel models. Optional UL listed tanks are available. These enclosures are of extremely rugged construction to withstand outdoor exposure to the elements of weather and rough handling common on many construction sites. They are designed on modular principles with many interchangeable components permitting on-site repair.

Note: Options FSS1, FSS2, FSS5 and FSS6 (fuel level alarms) are not available on non-UL "B Series" base tanks.

FEATURES

ROBUST/HIGHLY CORROSION RESISTANT CONSTRUCTION

- Black zinc die cast hinges tested and proven to withstand extreme conditions of corrosion
- Zinc plated or stainless steel fasteners
- Body made from sheet steel components pre-treated with zinc phosphate prior to polyester powder coating at 392°F (200°C)

EXCELLENT ACCESS

- Large cable entry area for installation ease
- Doors located convenient to controls and service areas
- Double doors on both sides
- Vertically hinged doors allow 180° opening rotation
- "Lift-off" doors, removeable with 45° opening in confined locations
- Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- Hinged radiator fill cover

SECURITY AND SAFETY

- Lockable access doors with standard key utilization
- Cooling fan and battery charging alternator fully guarded
- Fuel fill can only be reached via lockable access doors (only provided when optional fuel tank is ordered)
- Exhaust silencing system totally enclosed for operator safety
- Roof outlet exhaust with sealed roof aperture and rain cap
- Stub-up cover sheets for "rodent proofing"

TRANSPORTABILITY

- Lifting points on baseframe
- Optional tested and certified single point lifting facility

ENCLOSURES OLYMPIAN™

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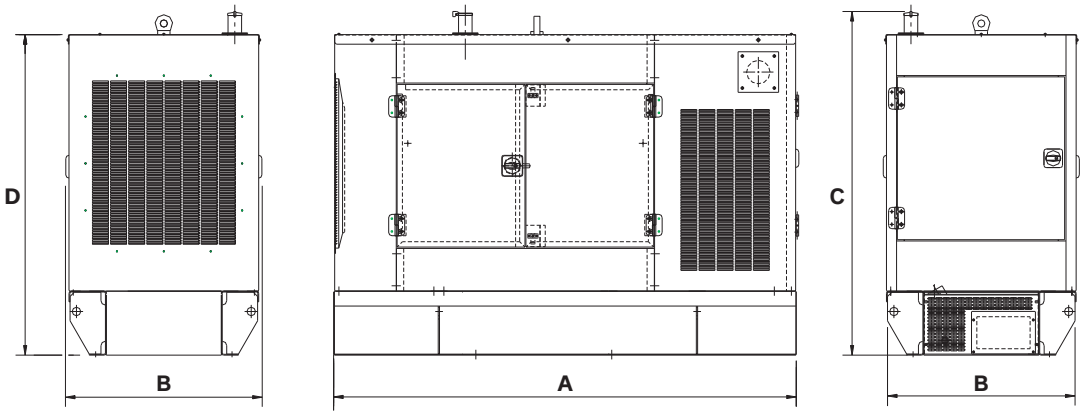

CAWB — WEATHERPROOF ENCLOSURES
DIMENSIONS AND WEIGHTS (with non-UL listed base tanks)

Generator Set Model	A in (mm)	B in (mm)	C in (mm)	D in (mm)	Fuel Capacity US Gal (L)	Weight* lb (kg)
D20P1, D25P1	73.1 (1856)	36.3 (923)	61.4 (1560)	57.1 (1450)	28.8 (109)	1728 (784)
D20P2, D25P2, D30P4	73.1 (1856)	36.3 (923)	61.4 (1560)	57.1 (1450)	28.8 (109)	2008 (911)
D30P3	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.6 (165)	2200 (998)
D40P3, D40P2	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.6 (165)	2321 (1053)
D50P3, D50P2	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.6 (165)	2366 (1073)
D60P3, D60P2	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.6 (165)	2476 (1123)
D75P3, D75P2	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.6 (165)	2564 (1163)
D90P1, D100P1, D100P2	94.7 (2406)	37.4 (948)	63.7 (1617)	59.1 (1502)	61.3 (232)	2985 (1354)
D125P1, D125P2, D150P1	115.4 (2934)	44.4 (1128)	73.2 (1859)	67.7 (1720)	77.9 (295)	5018 (2276)
D150P4, D200P4	129.5 (3290)	52.7 (1338)	78.0 (1978)	72.9 (1852)	145.3 (550)	5812 (2637)
G30F3, G40F3, G50F3	85.2 (2165)	35.4 (900)	61.4 (1555)	56.5 (1435)	N/A	2042 (928)
G60F3, G80F3, G100F3	95.2 (2415)	36.2 (920)	61.4 (1555)	56.5 (1435)	N/A	2586 (1173)
D20P1S, D25P1S	73.1 (1856)	36.3 (923)	61.4 (1560)	57.1 (1450)	28.8 (109)	1871 (894)
D20P2S, D25P2S	73.1 (1856)	36.3 (923)	61.4 (1560)	57.1 (1450)	28.8 (109)	2008 (911)
D30P3S, D30P2S	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.9 (165)	2321 (1053)
D40P3S, D40P2S	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.9 (165)	2476 (1123)
D50P3S, D50P2S	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.9 (165)	2564 (1163)
D60P3S, D60P2S	85.5 (2171)	36.3 (923)	63.4 (1610)	59.1 (1502)	43.9 (165)	2674 (1213)
D75P1S, D75P2S	94.7 (2406)	37.4 (948)	63.7 (1617)	59.1 (1502)	61.3 (232)	2985 (1354)
D90P1S	115.5 (2934)	44.4 (1128)	73.2 (1859)	67.7 (1720)	77.9 (295)	4800 (2177)
D100P1S, D90P2S, D100P2S	115.5 (2934)	44.4 (1128)	73.2 (1859)	67.7 (1720)	77.9 (295)	5018 (2276)
G30F3S, G35F3S	85.2 (2165)	35.4 (900)	61.4 (1555)	56.5 (1435)	N/A	2042 (928)
G45F3S	85.2 (2165)	36.2 (920)	61.4 (1555)	56.5 (1435)	N/A	2152 (978)
G55F3S	95.2 (2415)	36.2 (920)	61.4 (1555)	56.5 (1435)	N/A	2586 (1173)
G75F3S	95.2 (2415)	36.2 (920)	61.4 (1555)	56.5 (1435)	N/A	2696 (1223)
G100F3S	95.2 (2415)	36.2 (920)	61.4 (1555)	56.5 (1435)	N/A	3089 (1404)

* Net weight with lube oil and coolant, no fuel, quoted for the largest model in range.

FUEL SYSTEMS OLYMPIAN™

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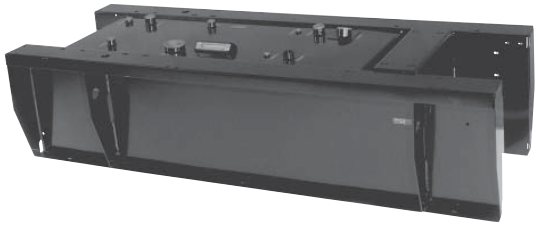

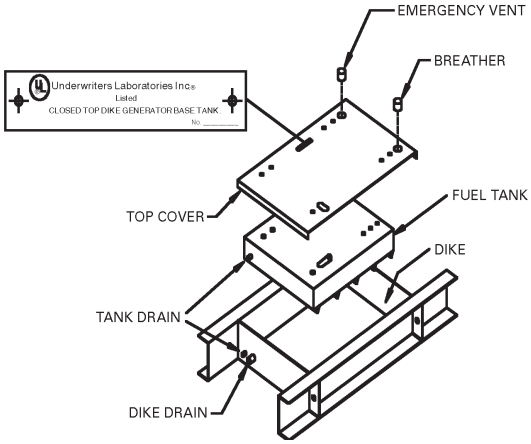

UL LISTED FUEL TANKS

FCUL1 — 12 HR

FCUL2 — 24 HR

CLOSED TOP DIKED SKID BASE FUEL TANK

The generator set skid base contains an integral, UL listed, double walled, steel fuel storage tank with diked rupture basin for the containment of fuel resulting from a tank leak or rupture. The rupture basin is integrally vented and has a closed top to prevent the ingress of precipitation, debris or other elements. The tank is leak tested to 3 psi and pressure tested to 15 psi. The base tank is UL142 listed for Steel Above Ground Tanks for Flammable and Combustible Liquids under the "Special Purpose Tanks" category. They are intended for installation in accordance with the Flammable and Combustible Liquids Code, NFPA 30 of the National Fire Protection Association.

FEATURES

CONSTRUCTION

- Manufactured entirely from 4 mm (8 gauge) steel
- Continuously welded seams
- Formed steel channel type side beams
- Unitized load bearing structure
- Integral lifting points
- Corrosion resistant precoat
- Listed to UL142
- Closed top diked base tank

AESTHETICS

- Continuous high gloss finish
- Polyester powder composite
- Extremely durable and corrosion resistant

DESIGN FEATURES

- Unique integral base and tank design
- Developed specifically for open or enclosed generator sets
- Containment capacity for fuel
- Internal baffles arranged to prevent recirculation of heated return fuel
- Brass composite 2" filler cap
- Mechanical fuel gauge
- Fuel capacities to provide typically 12 and 24 hour standby operation
- Primary vent with breather
- Vent located accessible for adapting to remote venting
- Venting areas to UL142 specifications
- Leak detection switch
- Emergency vent for main tank
- Weatherproof diked containment basin
- External NPT drain fittings for fuel tank and containment basin
- Removable base-end cover plate encloses stub-up area when used with enclosures

WHERE THE WORLD TURNS FOR POWER

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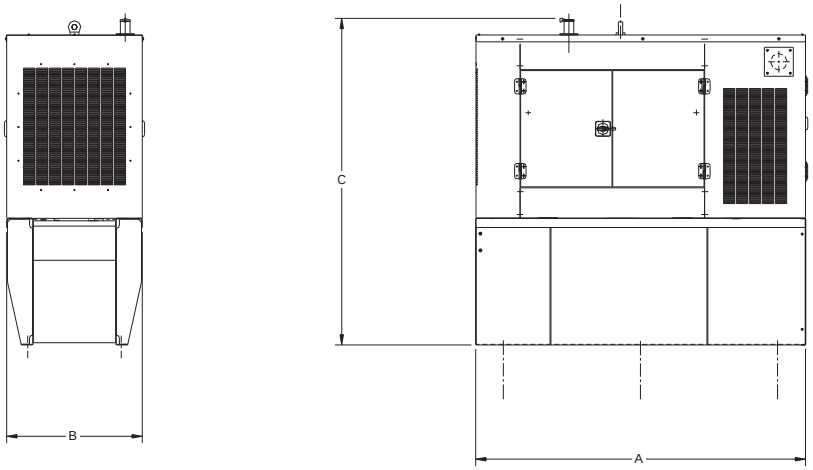

WEATHERPROOF ENCLOSED GENERATOR SETS WITH CAWB ENCLOSURE DIMENSIONS AND WEIGHTS WITH UL LISTED FUEL TANK

Generator Set Model	Working Tank Capacity, US gallons (liters)		Generator Dimensions, in (mm)				Weight lb (kg)	
			Length A	Width B	Height, 12 hr C	Height, 24 hr C		
	12 hr	24 hr					12 hr	24 hr
D20P1, D25P1,	NA	64.7 (245)	72.6 (1854)	35.7 (906)	NA	69.7 (1770)	NA	2197 (997)
D20P2, D25P2, D30P4	NA	64.7 (245)	72.6 (1854)	35.7 (906)	NA	69.7 (1770)	NA	2458 (1115)
D30P3	77.1 (292)	152.2 (576)	85.3 (2167)	36.3 (923)	75.8 (1926)	84.3 (2141)	2542 (1153)	3078 (1396)
D40P3, D40P2	77.1 (292)	152.2 (576)	85.3 (2167)	36.3 (923)	75.8 (1926)	84.3 (2141)	2663 (1208)	3199 (1451)
D50P3, D60P3, D50P2, D60P2	77.1 (292)	152.2 (576)	85.3 (2167)	36.3 (923)	75.8 (1926)	84.3 (2141)	2817 (1278)	3353 (1521)
D75P3, D75P2	77.1 (292)	152.2 (576)	85.3 (2167)	36.3 (923)	75.8 (1926)	84.3 (2141)	2906 (1318)	3441 (1561)
D90P1–D100P1, D100P2	102 (386)	199.5 (755)	94.6 (2404)	37.3 (948)	74.4 (1908)	86.0 (2183)	4114 (1866)	4076 (1849)
D125P1, D125P2	151.7 (574)	307.8 (1165)	115.5 (2934)	44.4 (1128)	86.3 (2191)	93.7 (2380)	4398 (1995)	4852 (2201)
D150P1	151.7 (574)	307.8 (1165)	115.5 (2934)	44.4 (1128)	86.3 (2191)	93.7 (2380)	4520 (2050)	4974 (2256)
D150P4	238.8 (904)	391.2 (1481)	129.7 (3294)	52.7 (1338)	84.8 (2155)	94.8 (2408)	5549 (2517)	6038 (2739)
D200P4	238.8 (904)	391.2 (1481)	129.7 (3294)	52.7 (1338)	84.8 (2155)	94.8 (2408)	5789 (2626)	6276 (2847)
D20P1S, D25P1S,	NA	245 (64.7)	72.6 (1854)	35.7 (906)	NA	69.7 (1770)	NA	2198 (997)
D20P2S, D25P2S	NA	245 (64.7)	72.6 (1854)	35.7 (906)	NA	69.7 (1770)	NA	2459 (1115)
D30P3S, D40P3S, D30P2S, D40P2S	77.1 (292)	152.2 (576)	85.3 (2167)	36.3 (923)	75.8 (1926)	84.3 (2141)	2817 (1278)	3353 (1521)
D50P3S, D60P3S, D50P2S, D60P2S	77.1 (292)	152.2 (576)	85.3 (2167)	36.3 (923)	75.8 (1926)	84.3 (2141)	3016 (1368)	3552 (1611)
D75P1S, D75P2S	102 (386)	199.5 (755)	94.6 (2404)	37.3 (948)	74.4 (1908)	86.0 (2183)	3598 (1632)	3973 (1802)
D90P1S–D100P1S, D90P2S–D100P2S	151.7 (574)	307.8 (1165)	115.5 (2934)	44.4 (1128)	86.3 (2191)	93.7 (2380)	4520 (2050)	4855 (2202)

Weight with lube oil and coolant

CONTROLS OLYMPIAN™

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Panel pictured may include optional accessories

4001E AUTOSTART CONTROL PANEL

The 4001E control panel is designed for automatic starting and stopping of the generator set with 2 wire remote, contacts as well as manual starting and stopping. The panel provides engine and generator instrumentation for volts, amps, combined frequency meter and tachometer, coolant temperature, lube oil pressure and battery condition voltmeter. The control system provides shutdown protection for high coolant temperature, low oil pressure, fail to start and overspeed along with alarms for approaching low oil pressure, approaching high coolant temperature, low battery voltage, battery charger failure, and control switch not in auto mode with individual indicator lamps. An engine cool-down timer is included for normal shutdowns. Optional instrumentation, alarms and shutdowns are available.

The 4001E control panel has two additional shutdown protection control channels and one additional alarm circuit channel along with four additional circuit channels which can be programmed for either shutdown or alarm circuits with indicating lamps for alarm and shutdown options.

Terminals are included for interface with remote annunciators of generator set shutdowns and alarms.

With optional features, the 4001E panel is fully compatible with NFPA 110 installation requirements.

FEATURES

CONSTRUCTION AND FINISH

- Components installed in a heavy duty sheet steel enclosure
- Phosphate chemical pre-coating of steel provides corrosion resistant surface
- Polyester composite powder top-coat forms high gloss and extremely durable finish
- Durable plastic laminate fascia plate with engraved markings
- Lockable hinged panel door provides for easy component access

MOUNTING

- Mounted to generator set baseframe on robust steel stand
- Vibration isolated from generator set
- Located at rear of generator set with excellent panel visibility
- Installed as an integral part of the enclosure on enclosed generator sets

INSTRUMENTATION

- AC instruments are 90° deflection, 72 mm square, flush mounting
- AC instruments in accordance with IEC60051 and 60414/60529, DIN43700 and 43718, BSEN60051 and 61010-1, UL94
- Engine gauges are heavy duty, 52 mm diameter, electrically operated

CONTROLS

- Protected by fused DC supply from starting battery
- Printed circuit board assemblies with field proven circuit elements
- Thoroughly tested during manufacture and final test of generator set
- Multi-pin plug and socket connections for ease in servicing
- Switches and pushbuttons are heavy duty industrial type
- Internal AC and DC panel wiring harnesses pre-formed for uniform routing and enhanced interconnect reliability

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STANDARD/OPTIONAL FEATURES

4001E AUTOSTART CONTROL PANEL	
STANDARD FEATURES	
Instrumentation	Voltmeter Ammeter Combined frequency and tachometer Hours run counter Coolant temperature gauge Lube oil pressure gauge Battery condition voltmeter
Controls	Run/off/auto switch Lock down stop button (red) Engine preheat pushbutton (if required) Lamp test pushbutton 7 pos voltmeter phase selector switch 4 pos ammeter phase selector switch 3 attempt start timer Cool down timer
Shutdowns with Individual Warning Lamps	Fail to start High coolant temperature Low lube oil pressure Overspeed
Alarms with Individual Warning Lamps	Approaching low oil pressure Approaching high engine temperature Low battery voltage/High battery voltage Battery charger failure Control switch not in auto mode
Remote Signals/ Contacts from Panel	Interface to remote annunciator Terminals for remote emergency stop Common fault alarm signal Volt-free contact for generator set running and common fault alarm signal
Additional Fault Channels	Channels available for optional shutdowns — 2 Channels available for optional alarms — 1 Additional fault channels available — 4 (individually programmable for shutdown or alarm) Note: This panel has seven fault indicating lamps available on the panel face for options. Note: UL base tanks utilize the additional alarm channel for a combined leak detection and low fuel level alarm. Note: When PMA3 has been ordered only PMK1 OR PMA4 are available (not both).
OPTIONAL FEATURES	
Instrumentation	PMA3 3 ammeters instead of 1 ammeter and selector switch PMK1 kilowatt meter (not available with PMA3) PMA4 static battery charger ammeter PML1 lube oil temperature gauge PMBCUL3 panel mounted battery charger PMBCUL5 panel mounted battery charger
Controls	PSB5 panel emergency stop pushbutton with security key PSS1 speed adjust potentiometer (requires GOVE1 electronic governor) PSV1 voltage adjust potentiometer (±5%) PAA2 audible alarm supplied loose PAA1 panel mounted audible alarm PTC2 auto preheat control circuit (not for use with D150P4 or D200P4)
Shutdowns with Individual Warning Lamps	PPS2 underspeed shutdown PPV1 overvoltage shutdown/PPV3 undervoltage shutdown PPV2 combined over/undervoltage shutdown PPO1 overload shutdown via alarm switch on breaker PPO2 overload shutdown via overcurrent relay
Remote Annunciators	PAN4 8 channel remote annunciator panel (supplied loose) PAN5 16 channel remote annunciator panel (supplied loose) PAN6 Remote annunciator upgrade (Normal/Run control switch) PAN7 Lockdown stop button

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LEHX1005-02 (09-01)

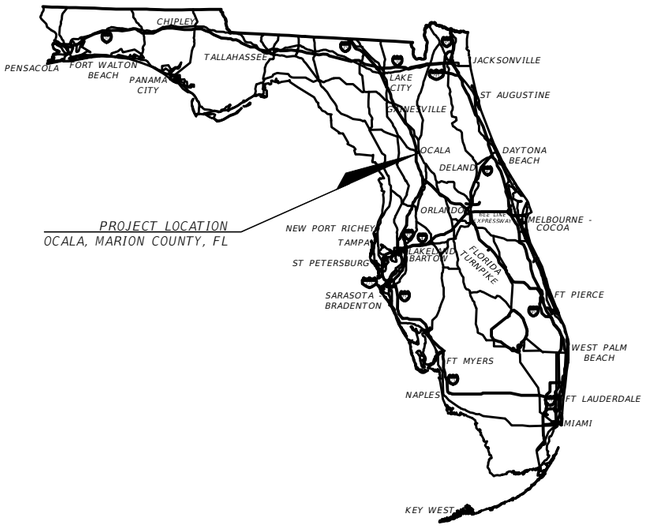
Materials and specifications are subject to change without notice.
The International System of Units (SI) is used in this publication.

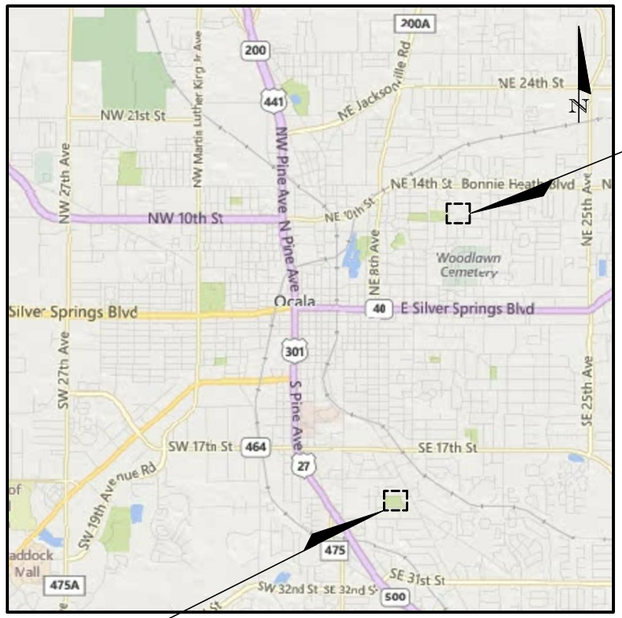
CONTRACT PLANS

ITB NO. 220752

LIFT STATIONS #9 & #22 IMPROVEMENTS AND FISHER PARK DRA EXPANSION

100% PLANS
FOR CONSTRUCTION
DATE: 3/15/2023





UTILITY COMPANY	PHONE NUMBER	EMERGENCY
OCALA PUBLIC WORKS (TRAFFIC)	(352) 351-6733	
OCALA ELECTRIC UTILITES	(352) 351-6650	(352) 351-6666 (LEAVE MESSAGE)
OCALA WATER RESOURCES	(352) 351-6772	(352) 351-6775
COX COMMUNICATIONS	(888) 269-9693	
CENTURYLINK	(352) 368-8817	
TECO GAS	(352) 622-0112	(352) 622-0111

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-4	GENERAL NOTES
5-6	PLAN SHEETS
7-8	CONDUIT SCHEMATICS
9-10	DRA EXPANSION PLANS
11	SPECIAL STORMWATER DETAIL

U.S. Department of Transportation, Manual on Uniform Traffic Control Devices (2009 Version with Revisions)

Florida Department of Transportation, Standard Plans for Road and Bridge Construction (FY 2020-2021 Version)

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (July 2020 Version)

Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction, & Maintenance of Streets & Highways "Florida Green Book" (2016 Version, Effective June 2017)

City of Ocala, Land Development Code (FY 2020-2021 Version)

City of Ocala, Standard Specifications For Construction of Streets, Stormwater, Traffic, Water & Sewer Infrastructure (January 2022 Version)

811 Know what's below. Call 811 before you dig.

CITY ENGINEER'S OFFICE
1805 NE 30th AVE, BLDG #600
OCALA, FLORIDA 34470

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY
OCALA City Engineer's Office

PROJECT NO's. 18206 & 19326
PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

KEY SHEET

SHEET NO. 1

HECTOR A. COLON LICENSE No. 84007 STATE OF FLORIDA PROFESSIONAL ENGINEER

Hector Colon

Digitally signed by Hector Colon
Date: 2023.04.26 13:23:31 -04'00'

CITY OF OCALA
CITY ENGINEER'S OFFICE
1805 NE 30TH AVE., BLDG. 300
OCALA, FL 34470

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

KEY SHEET
SIGNATURE SHEET
GENERAL NOTES
ENVIRONMENTAL NOTES
LEGEND & ABBREVIATIONS
PLAN SHEETS

CITY OF OCALA STANDARD DETAILS REQUIRED:

1. TYPICAL TREE PROTECTION (DETAIL #G-24)
2. TYPICAL SILT FENCE (DETAIL #G-25)
3. KARST SINK CHIMNEY REPAIR (DETAIL #SW-6)

PAYAL S. PANDYA No.73210 STATE OF FLORIDA PROFESSIONAL ENGINEER

Payal Pandya 04/26/2026

CITY OF OCALA
CITY ENGINEER'S OFFICE
1805 NE 30TH AVE., BLDG. 300
OCALA, FL 34470

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

SIGNATURE SHEET
SITE LAYOUT SHEET
CROSS SECTION SHEET
DETAIL SHEETS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA City Engineer's Office

PROJECT NO's. 18206 & 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

SIGNATURE SHEET

SHEET NO. 2

GENERAL NOTES:

1. ALL CONSTRUCTIONS SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF THE CITY OF OCALA'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE".
2. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS.
3. NEW WATER MAIN TO BE INSTALLED AT 36" DEEP (MIN.) TO TOP OF PIPE EXCEPT WHERE VERTICAL ADJUSTMENTS ARE REQUIRED TO AVOID CONFLICTS. SEE ALSO NOTES 14 AND 15 BELOW.
4. ALL UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE RECORDS. HOWEVER, IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND CONDITIONS FROM THE UTILITY AGENCIES PRIOR TO CONSTRUCTION.
5. EXCAVATED MATERIALS SHALL BE LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE. TRAFFIC CONTROL MEASURES SHALL BE PLACED ACCORDINGLY TO ACCOMMODATE THIS PROCESS.
6. INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP)
7. THE TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (STANDARD INDEXES) INDEXES #102-600 THROUGH #102-660, LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE ABOVE.
8. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL OF THE ENGINEER IN CHARGE, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE EFFECTED AND TRAFFIC IS NOT UNREASONABLY DELAYED.
9. CONTRACTOR TO REPAIR OR REPLACE ALL PAVEMENT MARKINGS, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL BUSINESSES AND RESIDENCES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.
11. THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH MAY CREATE ANY HAZARDOUS CONDITION. THE CONTRACTOR SHALL IMMEDIATELY REMOVE OR COVER ANY DEVICE WHICH DOES NOT APPLY TO THE EXISTING CONDITIONS.
12. THE CONTRACTOR SHALL HAVE A STATE OF FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER IN CHARGE SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS EMPLOYEE ON A 24-HOUR BASIS.
13. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION.
14. THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS.
15. CONTRACTOR TO PERFORM HYDROSTATIC TESTING OF WATER MAIN AND WATER SERVICES.
16. NEW OR RELOCATED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6 FEET AND PREFERABLY 10 FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING GRAVITY SEWER, SEWER FORCE MAIN, OR RECLAIMED WATER MAINS. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FEET WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR NEW GRAVITY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES AND PREFERABLY 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPE LINE. IT IS PREFERABLE TO INSTALL THE WATER MAIN ABOVE OTHER PIPE LINES.
17. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE CROSSING PIPELINES, SO THAT WATER LINE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING PIPE. PIPE CROSSINGS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM-TYPE RECLAIMED WATER SEWER MAINS AND AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY SEWERS AND SEWER FORCE MAINS.
18. WATER METER SERVICES MAY BE REMOVED/ADDED BASED ON ACTUAL FIELD CONDITIONS.
19. ACTUAL LOCATIONS AND SIZES OF WATER MAINS AND METERS MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VISIT PRIOR TO BID.
20. TAPS MAY BE DELETED IF NEW MAIN CAN BE CONNECTED DIRECTLY TO OLD MAIN VIA PIPE-SLEEVES AND/OR EXISTING VALVES.
21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER LATERALS. CITY MAY PROVIDE AS-BUILTS IF REQUESTED.
22. WHERE WATER METERS ARE TO BE RELOCATED, THE COST OF MATERIAL AND LABOR TO RELOCATE THE METER BOX TO THE NEW LOCATION SHALL BE CONSIDERED PART OF THE RELOCATION COST AND SHALL INCLUDE METER RELOCATIONS WITHIN 20' OF THE ORIGINAL LOCATION. FOR RELOCATIONS MORE THAN 20' FROM THE OLD LOCATION, THE COST OF LABOR AND MATERIAL SHALL BE INCLUDED IN THE COST PER FOOT FOR "EXTENDING CUSTOMER SERVICE TO RELOCATED METER".
23. WHERE NON-STANDARD METER BOXES ARE FOUND, THE CONTRACTOR SHALL REPLACE THE EXISTING METER BOX WITH A STANDARD GULF BOX. UNIT PRICE SHALL INCLUDE ALL MATERIALS NECESSARY TO REMOVE AND REPLACE THE METER BOX.
24. WHERE WATER MAINS AND APPURTENANCES ARE TO BE ABANDONED, THE CONTRACTOR SHALL ABANDON THE SYSTEM AS FOLLOWS:
25. WATER VALVES - REMOVE ALL WATER VALVES ON ABANDONED WATER MAINS WHERE WATER MAINS CAN BE SHUT DOWN OR REDUCED TO A WORKABLE FLOW. FOR WATER MAINS THAT CANNOT BE SHUT DOWN FOR VALVE REMOVAL, THEN THE CONTRACTOR SHALL CLOSE THE VALVE, REMOVE VALVE BOX, CUT AND CAP PIPES ON DOWNSTREAM SIDE OF THE VALVE.
26. FIRE HYDRANTS - REMOVE ALL FIRE HYDRANT ASSEMBLIES (FROM VALVE TO HYDRANT) ON EXISTING MAINS WHICH ARE TO BE ABANDONED AND CAP TEE.
27. WATER SERVICES - CLOSE SERVICE VALVE AT WATER MAIN, THEN CUT AND CAP SERVICE PIPE AT SERVICE VALVE. REMOVE ALL METER BOXES, AND CAP ALL PIPES LEFT IN PLACE.
28. WATER MAINS - REMOVE PIPE WHERE REQUIRED FOR CONSTRUCTION. WHERE PIPES ARE LEFT IN PLACE, CAP ALL EXPOSED PIPES. WHERE PIPES LEFT IN PLACE ARE CUT, BROKEN, OR DAMAGED, THE PIPE IS TO BE CUT AND PIPE ENDS TO BE CAPPED ACCORDINGLY. IF REQUIRED FOR PIPES IN FDOT RIGHT-OF-WAY, THEN GROUT ALL ABANDONED PIPES AND FILL WITH FLOWABLE FILL.
29. WHERE PAVEMENT HAS TO BE REMOVED, REPLACE PAVEMENT IN ACCORDANCE WITH DETAIL 478-6.1B TO PROPERLY ABANDON THE WATER MAIN. PAVEMENT IN FDOT RIGHT-OF-WAY SHALL BE REPLACED TO FDOT STANDARDS IN ACCORDANCE WITH PERMIT REQUIREMENTS. RE-STRIPE PAVEMENT AS REQUIRED.
30. WHERE 2" WATER MAINS ARE CALLED FOR ON THE PLANS, INSTALL STANDARD 2" PVC WATER MAINS IN ALL CITY RIGHT OF WAYS AND 2" HDPE IN ALL FDOT RIGHT OF WAYS. FOR ALL DRIVEWAY AND STREET CROSSINGS, CITY AND FDOT, DIRECTIONAL BORE 2" HDPE. AT THE DISCRETION OF THE ENGINEER, DIRECTIONAL BORES MAY BE EXTENDED BETWEEN REQUIRED BORES TO AVOID MULTIPLE TRANSITIONS BETWEEN PIPE MATERIALS IN A SHORT AREA OF PIPE.

ENVIRONMENTAL NOTES:

1. THE CITY OF OCALA OPERATES UNDER A FDEP NPDES 'GENERAL PERMIT' THAT REQUIRES THE CITY AND, IN TURN, ITS CONTRACTORS TO FOLLOW CERTAIN ENVIRONMENTAL PRACTICES AND PROCEDURES TO PREVENT THE POLLUTION OF THE CITY'S GROUNDWATER AND STORMWATER SYSTEM.
2. ALL WATER COLLECTED AND PUMPED DURING TRENCH DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DISCHARGE LOCATIONS THAT SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES.
3. STAKED SILT SCREEN, TURBIDITY BARRIERS OR OTHER PERIMETER CONTROL METHODS APPROVED BY FDEP SHALL BE UTILIZED AS SILT BARRIERS AND PLACED IN LOCATIONS SHOWN ON THE PLANS AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING PRIVATE PROPERTY. THESE BARRIERS SHALL BE INSTALLED BEFORE COMMENCING WITH ANY CONSTRUCTION WITHIN OR ADJACENT TO PRIVATE PROPERTY. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS AND FENCING SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND BEFORE FINAL ACCEPTANCE.
4. THE CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT COORDINATING SUCH REMOVAL WITH THE ENGINEER. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL, OR NATIVE VEGETATION AREAS WITHOUT PROPER AUTHORIZATION, CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING PLAN TO AND OBTAINING APPROVAL FROM FDEP, WATER MANAGEMENT DISTRICT, CITY, OWNER AND ENGINEER, AND COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF TREE REMOVAL.

THE CONTRACTOR SHALL:

5. HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS MATERIALS, SANITARY WASTE, AND CONSTRUCTION WASTE MATERIALS ACCORDING TO THE APPLICABLE STATE LAWS AND REGULATIONS, CITY ORDINANCES, OR AS DIRECTED BY THE CITY.
6. DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE AN CONCRETE TRUCK DRUM WASH WATER. INSTALL A CONTAINMENT BERM AROUND THIS DESIGNATED AREA TO PREVENT RUNOFF BEYOND THE DESIGNATED AREA. ALL SURPLUS CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL INSPECTION.
7. STORE AND USE PETROLEUM AND OTHER HAZARDOUS PRODUCTS ACCORDING TO RECOMMENDED PROCEDURES.
8. FOLLOW GOOD HOUSEKEEPING PRACTICES TO MINIMIZE THE RISK OF SPILLS OR UNINTENDED EXPOSURE OF PETROLEUM AND OTHER HAZARDOUS MATERIALS TO STORMWATER RUNOFF OR SEEPAGE INTO THE GROUNDWATER.
9. HAVE PRE-PREPARED PROCEDURES CLEARLY POSTED FOR SPILL CONTAINMENT AND CLEAN-UP.
10. HAVE READILY AVAILABLE REMEDIATION MATERIALS FOR SPILL CONTAINMENT AND CLEAN-UP.
11. UPON RELEASE, IMMEDIATELY INITIATE RECOMMENDED METHODS FOR SPILL CONTAINMENT AND CLEAN-UP.
12. WITHIN 24-HOURS OF THE SPILL/RELEASE, NOTIFY THE 'STATE WARNING POINT' (AT 1.800.320.0519 OR 1.850.413.9911) OF ALL RELEASES EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT DUE TO CONSTRUCTION OPERATIONS. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAYMENT.
2. ALL STORM SEWER INLETS SHALL BE PROTECTED SO THAT SEDIMENT LADEN WATER WILL NOT ENTER THE STORM SYSTEM WITHOUT FIRST BEING FILTERED.
3. ALL DISTURBED AREAS ARE TO BE SODDED. ALL STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED AND, IN THE OPINION OF THE ENGINEER, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY, TO SURVIVE ADVERSE WEATHER CONDITIONS.
4. STAKED SILT FENCE SHALL BE PLACED IN ACCORDANCE WITH CITY OF OCALA SPECIFICATIONS.
5. THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZERS, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
6. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL.
7. THE CONTRACTOR WILL ADHERE TO ALL STATE AND LOCAL REGULATIONS.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE PROJECT COST.
9. TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO THE EPA'S STANDARD PRACTICES.
10. THE FOLLOWING PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:
    - A. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER.
    - B. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
    - C. ALL POLLUTION CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
    - D. BUILT UP SEDIMENT WILL BE REMOVED FROM STAKED SILT FENCE WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE SILT FENCE.
11. POLLUTION CONTROL MEASURES SHALL BE INSPECTED DAILY. WRITTEN DOCUMENTATION OF INSPECTIONS SHALL BE WRITTEN EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT OF 0.5 INCHES OR GREATER.
12. THE CONTRACTOR WILL PROVIDE THE CITY OF OCALA WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SPILL REPORTING AND RESPONSE. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE PROJECT ENGINEER.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

PROJECT NO's. 18206 & 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

GENERAL NOTES

SHEET NO. 3

James D. Vidican 8/24/2022 5:03:24 PM T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans\DWGs\19326KEY.dwg

FDOT NOTES:

1. ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION (UAM).

2. RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED. PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA. PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.

3. AT SUCH LOCATIONS WHERE FDOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPT. – TRAFFIC OPERATIONS (352) 351-6733

4. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDRANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDRANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FDOT MAINTENANCE OFFICE FOR DETAILS (352.732.1338)

5. ALL UTILITY LOCATE FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.

6. REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FDOT PERMIT FOR THIS PROJECT.

7. CALL "FLORIDA SUNSHINE ONE-CALL" FOR UTILITY LOCATION SERVICES AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).

8. MAINTENANCE OF TRAFFIC (MOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE SHALL BE PER THE FDOT STANDARD INDEX 102- 600 SERIES.

9. COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.

10. CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FDOT AND THE CITY OF OCALA's ENGINEER OF RECORD PRIOR TO CONSTRUCTION.

11. CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FDOT NOTIFICATION REQUIREMENTS.

12. A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED BY THE CITY OF OCALA WITH THE CONTRACTOR, FDOT PERSONNEL AND MARION COUNTY PERSONNEL.

SURVEY & MAPPING NOTES:

1. BACKGROUND ELEMENTS SHOWN HEREON REPRESENTING THE CONDITION OF EXISTING IMPROVEMENTS AND SURFACE FEATURES LYING WITHIN AND IN NEAR PROXIMITY TO THE PROJECT AREA DEPICTED IN THESE PLANS IS THE RESULT OF THE TOPOGRAPHIC SURVEY CONDUCTED ON THE GROUND BETWEEN OCTOBER 19 AND OCTOBER 22, 2010, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 555, PAGES 30 THROUGH 35. ALSO, BETWEEN FEBRUARY 28 AND APRIL 26, 2011, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 557, PAGES 39 & 69 THROUGH 73. ALSO, BETWEEN OCTOBER 17 AND NOVEMBER 10, 2011, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 585, PAGES 63 & 72 THROUGH 74. AND BETWEEN JULY 18 AND AUGUST 01, 2018, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 600, PAGES 48 THROUGH 53. INCLUSIVE, PURSUANT TO SURVEY DIVISION WORK ORDER 18-011105.

2. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM (NAD) OF 1983 (1990 ADJUSTMENT) AS DETERMINED THROUGH REAL-TIME KINEMATIC (RTK) OBSERVATIONS UTILIZING BOTH GLOBAL POSITIONING SYSTEM (GPS) AND GLOBAL NAVIGATION SATELLITE SYSTEM (GLONASS) CONSTELLATIONS, THE CORRECTIONS TO WHICH WERE RECEIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS OPERATED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988, AS DETERMINED THROUGH A COMBINATION OF DIFFERENTIAL LEVELING TECHNIQUES AND REAL-TIME KINEMATIC (RTK) OBSERVATIONS (TO OBTAIN GPS-DERIVED HEIGHTS OF CONTROL POINTS ESTABLISHED FOR THIS PROJECT UTILIZING BOTH GLOBAL POSITIONING SYSTEM (GPS) AND GLOBAL NAVIGATION SATELLITE SYSTEM (GLONASS) CONSTELLATIONS, THE CORRECTIONS TO WHICH WERE RECEIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS OPERATED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION) WITH APPROPRIATE CHECKS TO SOURCE BENCHMARK "V 423" (PERMANENT IDENTIFIER "AB5090"), ELEVATION 76.02 FEET, AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS); SUBSEQUENT MEASUREMENTS USING TRIGONOMETRIC LEVELING TECHNIQUES WERE PERFORMED TO REDUNDANTLY VERIFY THE RELATIVE ELEVATION DIFFERENCES BETWEEN CONTROL POINTS RESULTING IN ELEVATIONS FOR FEATURES WHICH COMPRISE THE EXISTING CONDITIONS SHOWN HEREON WITH AN ACCURACY OF +/- 0.05 FEET.

4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED BY THE CONTRACTOR'S SURVEYOR.

5. ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCHMARKS, PROPERTY CORNER MARKERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT.

6. ADDITIONALLY, SURVEY STAKES MARKING THE LOCATION OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.

7. THE RE-SETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.

8. UNLESS PRIOR AGREEMENTIS MADE, IT SHALL NOT BE THE RESONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

STORMWATER NOTES:

1. NO CHANGES TO THE WORK AS SHOWN ON THESE PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER. CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL CHECK ACTUAL SITE CONDITIONS PRIOR TO CONSTRUCTION. ANY NEED FOR CLARIFICATION OF PROPOSED IMPROVEMENTS OR FOR RESOLUTION OF DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER.

2. THE CONTRACTOR AND SUBCONTRACTORS ARE HEREBY REQUIRED TO PROMPTLY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND IN THE PLANS OR SPECIFICATIONS, SO THEY CAN BE CLARIFIED BY THE ENGINEER.

3. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN WRITING IMMEDIATELY WHEN CONFLICTS ARE IDENTIFIED DURING THE COURSE OF THE WORK.

4. THE PROJECT ENGINEER SHALL HAVE ACCESS TO THE WORK SITE AT ALL TIMES.

5. WHEN OPERATING OUTSIDE CITY OF OCALA RIGHT-OF-WAY, THE CONTRACTOR SHALL GIVE PROPER NOTIFICATION AND OBTAIN WRITTEN PERMISSION TO DO SO FROM THE OWNER OF EACH PARTICULAR PROPERTY.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE PROPERTY OWNERS REGARDING RELOCATION, REMOVAL, OR REPLACEMENT OR FENCES, MAILBOXES, SURVEY MONUMENTS AND SECTION CORNERS, DRIVEWAYS, LANDSCAPE, ETC. NEW CONSTRUCTION SHALL BE EQUIVALENT TO EXISTING FEATURES REMOVED OR RELOCATED, AS DETERMINED BY THE PROJECT ENGINEER.

7. ALL AREAS INSIDE AND OUTSIDE THE PROJECT LIMITS, WHICH ARE DISTURBED AS A RESULT OF THE PROJECT CONSTRUCTION, SHALL BE RESTORED TO THE ORIGINAL OR DESIGN GRADE AS APPLICABLE, INCLUDING REPLACEMENT OR EQUIVALENT SHRUBS AND TREES (REPLACEMENT TREES SHALL BE A 6' MINIMUM HEIGHT AND SAME TYPE) AND SODDED AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

9. ALL DETAILS, SECTIONS, AND NOTES SHOWN ON DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE.

10. ANY REQUIRED ADJUSTMENT ON TELEPHONE & GAS LINES DURING CONSTRUCTION SHALL BE DONE BY OTHERS.

11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.

12. THE CONTRACTOR IS HEREBY REQUIRED TO IMPLEMENT JOB SAFETY AT ALL TIME THROUGHOUT THE DURATION OF THE PROJECT. JOB SAFETY PRACTICES SHALL BE IN ACCORDANCE WITH OSHA AND ANY OTHER LOCAL, STATE, AND FEDERAL REGULATIONS.

13. UTILITIES SHOWN HEREON HAVE BEEN LOCATED BASED ON ABOVE GROUND EXISTENCE OF STRUCTURES. ACTUAL LOCATION OF UNDERGROUND UTILITIES IS UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN THROUGH DIRECT CONTACT WITH THE APPROPRIATE UTILITY COMPANIES. SUCH CONTACT SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

    CONTRACTOR SHALL BE REQUIRED TO NOTIFY UTILITY CONTACTS PRIOR TO CONSTRUCTION TO ALLOW UTILITY RELOCATIONS AND INSTALLATION OF FACILITIES, SUCH AS CONDUIT CROSSING FOR FUTURE USE, THESE SHALL BE ACCOMPLISHED BY THE RESPECTIVE UTILITY OWNER.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UTILITIES, STRUCTURES, AND PROPERTY OF AND ADJACENT TO THE SITE CAUSED BY CONSTRUCTION ACTIVITIES.

19. THE CONTRACT IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES EXPOSED DURING CONSTRUCTION UNTIL THE RESPONSIBLE UTILITY COMPANY ARRIVES ON SITE.

20. COORDINATION TO AVOID POSSIBLE CONFLICTS BETWEEN WATER MAINS, PRESSURE MAINS, GRAVITY SEWERS AND OTHER CONSTRUCTION UNDER THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

21. CONTRACTOR TO FIELD VERIFY TOP ELEVATIONS OF ALL DRAINAGE STRUCTURES, AND SEWER MANHOLES PRIOR TO FABRICATIONS.

22. ALL EXISTING STORM WATER DRAINAGE PATTERNS AND CHANNELS OUTSIDE THE CONSTRUCTION AREAS SHOWN ON THESE PLANS ARE TO BE MAINTAINED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE WORK APPEARS TO INTERRUPT AN EXISTING STORM WATER DRAINAGE PATTERN. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISTURBED FOUNDATIONS, IMPACT TO STRUCTURE, AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.

23. ALL MANHOLE COVERS, VALVE BOX COVERS AND OTHER COVERS SHALL BE ADJUSTED AS NEEDED, CONTRACTOR SHALL ADJUST PRIOR TO LAYING FINAL ASPHALT OR CONCRETE COURSE. WHERE SANITARY SEWER MANHOLE LIDS ARE TO BE REMOVED AND REPLACED WITH HINGED LIDS, THE CITY'S WATER & SEWER DEPARTMENT SHALL FURNISH THE LIDS.

24. CONTRACTOR SHALL COORDINATE RELOCATION OF OVERHEAD UTILITIES TO MEET THE MINIMUM VERTICAL CLEARANCE OF 18 FEET AND THE HORIZONTAL CLEAR ZONE DISTANCE. TREES TO REMAIN IN THE RIGHT OF WAY SHALL BE TRIMMED TO MEET THE VERTICAL CLEARANCE AS SPECIFIED BY THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

25. UNSUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE DISPOSED OF OFF SITE BY THE CONTRACTOR. SUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE USED FOR FILL AS SHOWN ON THE CROSS SECTIONS.

26. UNSUITABLE MATERIAL SHALL BE EXCAVATED BELOW PIPE AS FOLLOWS: LESS THAN 8 FEET FROM PIPE INVERT TO FINISHED GRADE – EXCAVATE 2 FEET BELOW PIPE. MORE THAN 8 FEET FROM PIPE INVERT TO FINISHED GRADE – EXCAVATE 1 FOOT BELOW PIPE.

27. ALL EXISTING SUB BASE SHALL BE FREE FROM DELETERIOUS MATERIALS AND UNDUE DISTORTION, BE FIRM AND COMPACT, AND HAVE ADEQUATE MOISTURE LEVELS TO MAINTAIN STABILITY AS A WORK AREA IMMEDIATELY PRIOR TO PAVEMENT OF THE BASE MATERIAL.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

PROJECT NO's. 18206 & 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

GENERAL NOTES

SHEET NO. 4

1" = 5'

NOTE
CONDUIT REQ'D:
±250 LF of 1"
±275 LF of 2.5"

REMOVE & RELOCATE EXISTING LIFT STATION CONTROL PANEL (SEE WIRING DIAGRAM ON SHEET 7)

ELECTRICAL CONDUIT:
SCHED 40 PVC CONDUIT (UNDERGROUND)
ALUMINUM CONDUIT (ABOVE GROUND)

existing electric connection cabinet

existing electric disconnect

existing electric transfer switch

existing electric service meter

PROPOSED GENERATOR

INSTALL NEW PERMANENT DIESEL GENERATOR (200kw MINIMUM)

INSTALL ALUMINUM STAIRS FOR ACCES TO GENERATOR

CONSTRUCT ALUMINUM PLATFORM FOR GENERATOR AND ELEC PANELS PROPOSED FFE = 71.00

REMOVE EXISTING STEEL GENERATOR BLDG (existing conc pad f.f.e. = 66.16' TO REMAIN IN PLACE)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PREPARED BY
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CITY ENGINEER'S OFFICE

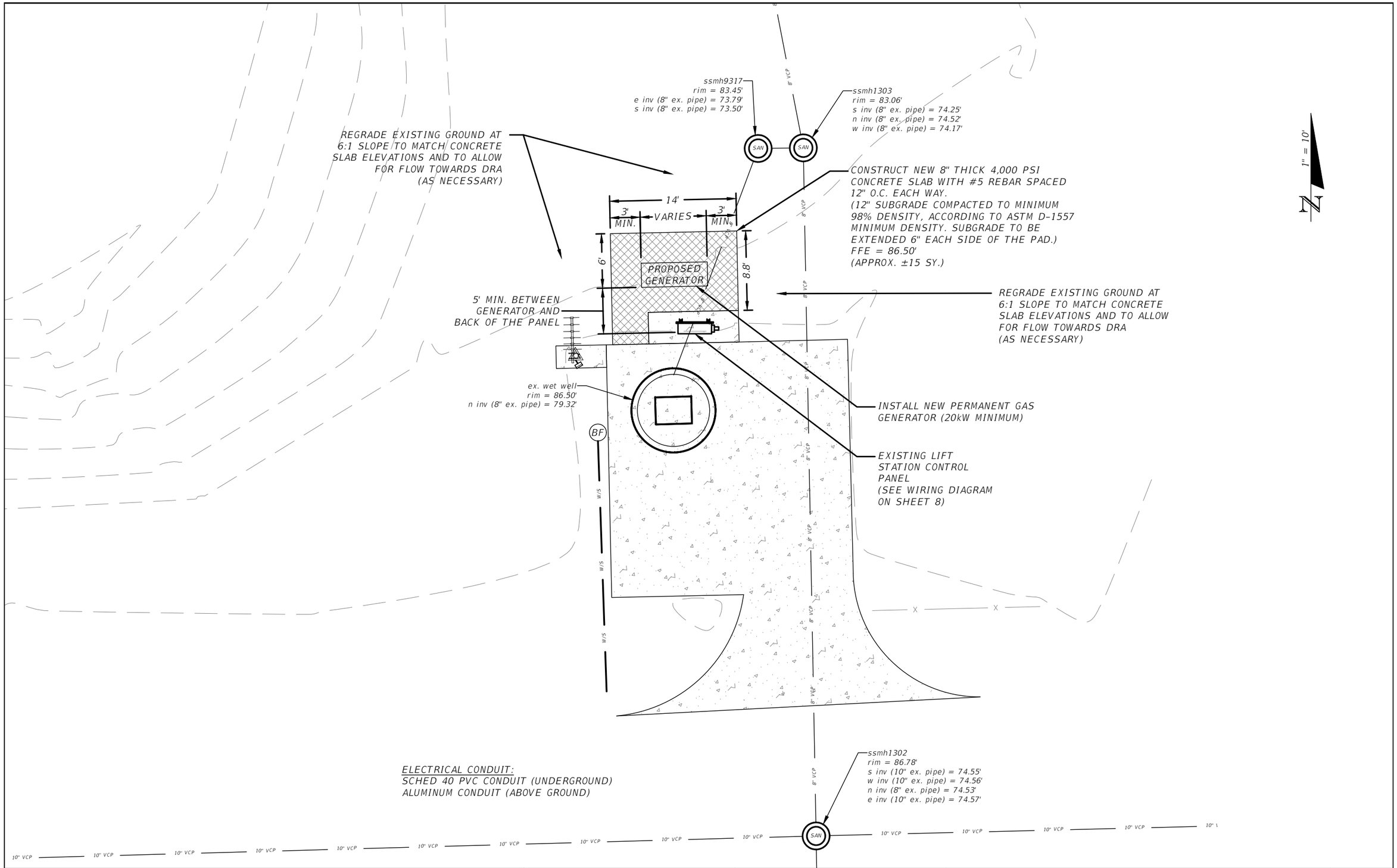
PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LIFT STATION #9 PLAN

SHEET NO. 5

James D. Vidican 4/25/2023 11:46:29 AM T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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CITY ENGINEER'S OFFICE

James D. Vidican 12/13/2022 7:55:14 AM

T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg

PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LIFT STATION #22 PLAN

SHEET NO. 6

LS009 Generator Building

Service Rated Transfer Switch

CT Cabinet

M

Proposed Control Panel Relocation

200 A Service Rated Transfer Switch

CT Cabinet

Meter

Station Control Panel

To Control Panel – 2.5"

To Generator – 2.5"

From Control Panel - 1"

From Generator - 1"

To Power Pole – 2.5"

To Transfer Switch – 2.5"

To Transfer Switch - 1"

To Transfer Switch - 1"

To Station - 1"

To Station - 1"

To Station - 1"

To Station - 1"

To Station – 2.5"

During control panel relocation, system needs to be on bypass with at least 2 backup pumps.

Station

Remote Switches

1 2

J- Box For Pumps Power Cables

From Control Panel - 1"

From Control Panel - 1"

From Control Panel - 1"

From Control Panel - 1"

Others Conduit @ Station - 1"

Others Conduit @ Station - 1"

To Pump #1 – 2.5"

From Control Panel – 2.5"

To Pump #1 – 2.5"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

James D. Vidican 12/13/2022 7:55:32 AM

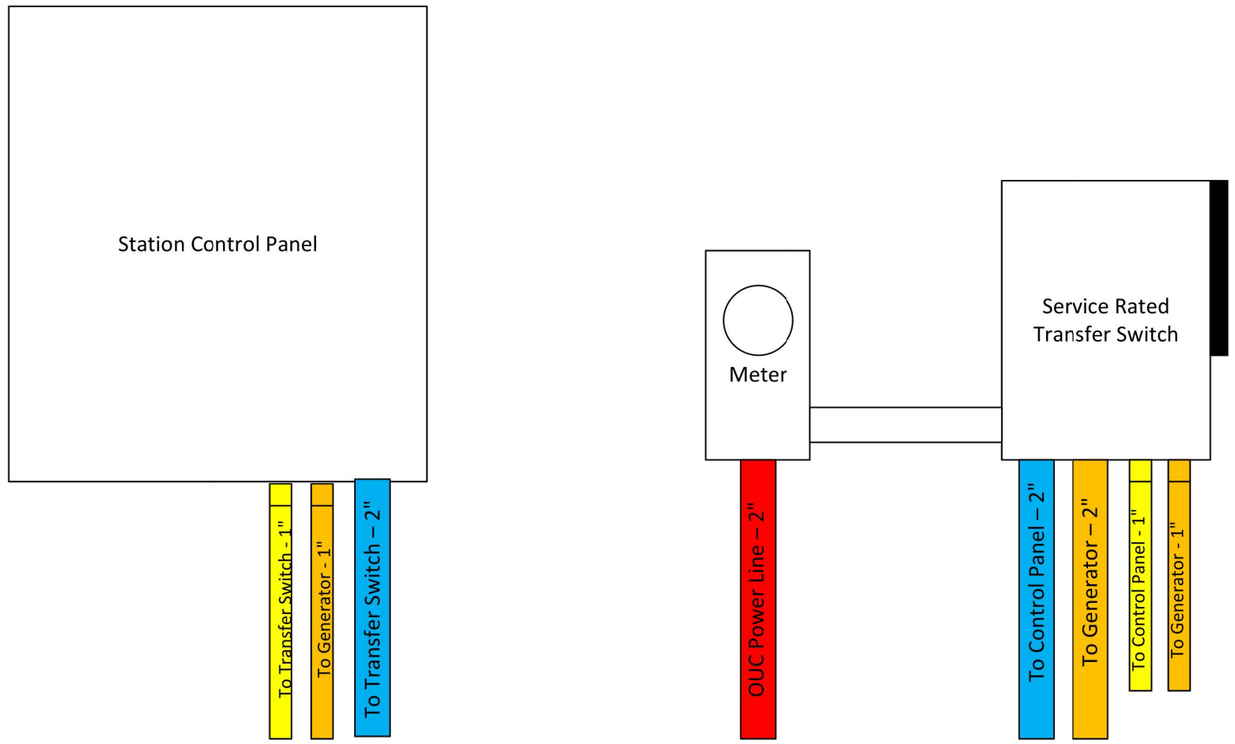
PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LS #9 WIRING CONDUITS

SHEET NO. 7

T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg



During control panel relocation, system needs to be on bypass with at least 2 backup pumps.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

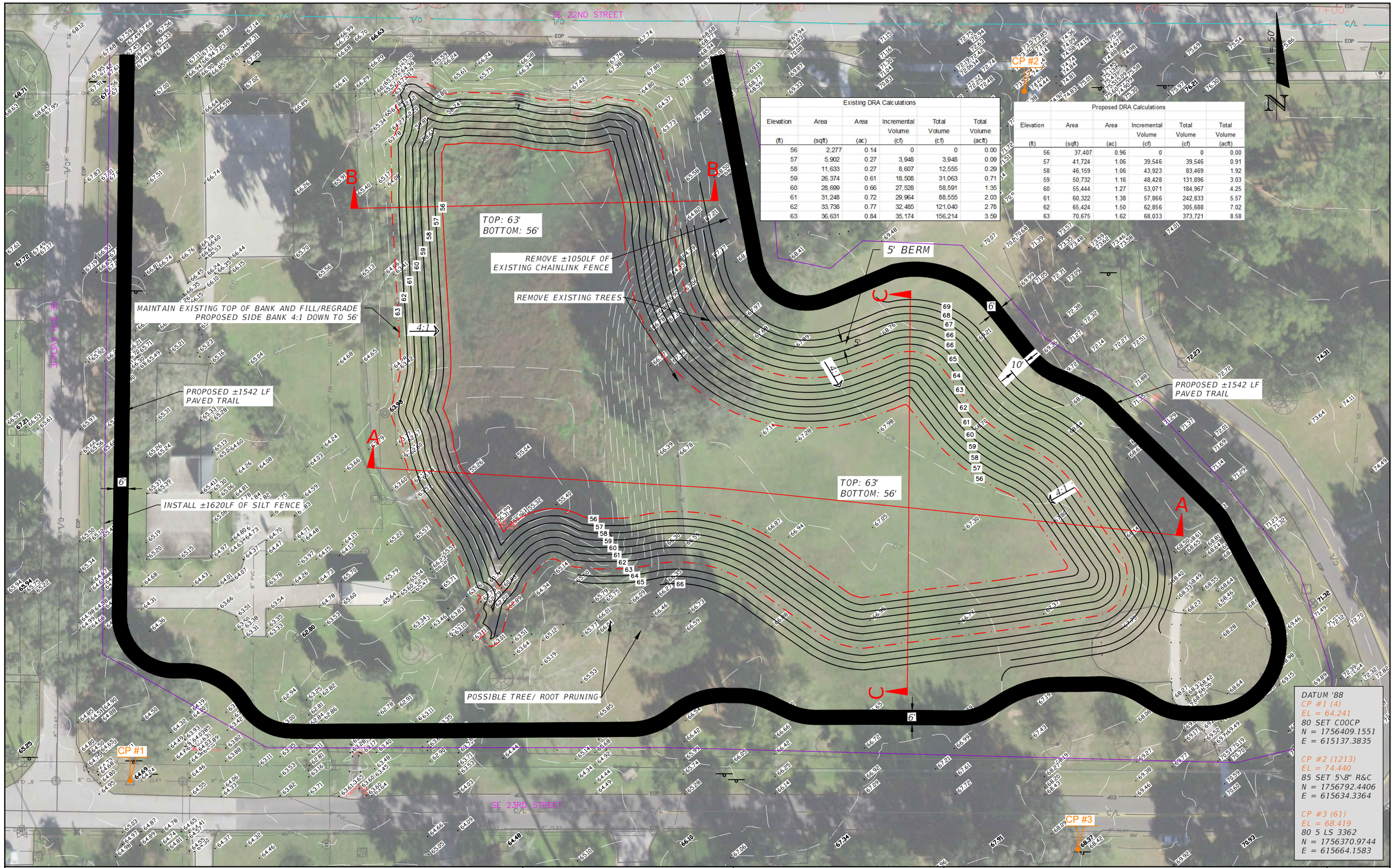
PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LS #22 WIRING CONDUITS

SHEET NO. 8

James D. Vidican 12/13/2022 7:55:47 AM T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg



Existing DRA Calculations

Elevation (ft)	Area (sqft)	Area (ac)	Incremental Volume (cf)	Total Volume (cf)	Total Volume (acft)
56	2,277	0.14	0	0	0.00
57	5,902	0.27	3,948	3,948	0.09
58	11,633	0.27	8,607	12,555	0.29
59	26,374	0.61	18,508	31,063	0.71
60	28,699	0.66	27,528	58,591	1.35
61	31,248	0.72	29,964	88,555	2.03
62	33,738	0.77	32,485	121,040	2.78
63	36,631	0.84	35,174	156,214	3.59

Proposed DRA Calculations

Elevation (ft)	Area (sqft)	Area (ac)	Incremental Volume (cf)	Total Volume (cf)	Total Volume (acft)
56	37,407	0.96	0	0	0.00
57	41,724	1.06	39,546	39,546	0.91
58	46,159	1.06	43,923	83,469	1.92
59	50,732	1.16	48,428	131,896	3.03
60	55,444	1.27	53,071	184,967	4.25
61	60,322	1.38	57,866	242,833	5.57
62	65,424	1.50	62,856	305,688	7.02
63	70,675	1.62	68,033	373,721	8.58

DATUM '88
CP #1 (4)
EL = 64.241
80 SET COOCP
N = 1756409.1551
E = 615137.3835

CP #2 (1213)
EL = 74.440
85 SET 5\8" R&C
N = 1756792.4406
E = 615634.3364

CP #3 (61)
EL = 68.419
80 5 LS 3362
N = 1756370.9744
E = 615664.1583

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PAYAL PANDYA, P.E., CFM
P.E. LICENSE NUMBER 73210

1805 NE 30TH AVE
OCALA, FL 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

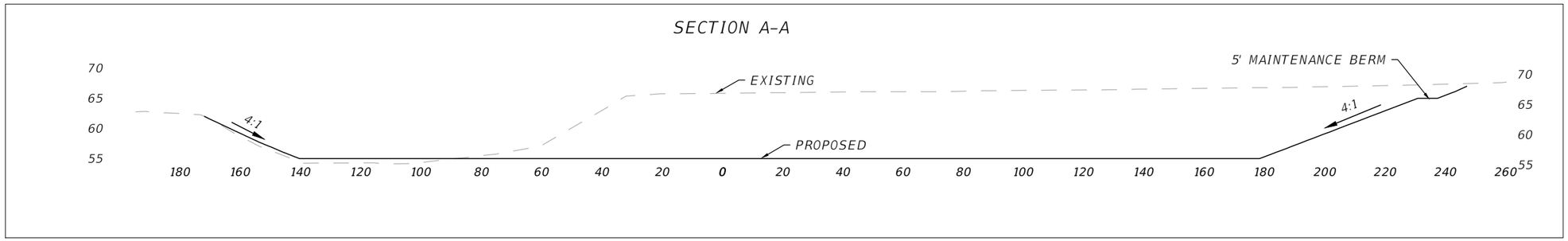
PROJECT NO. 18206

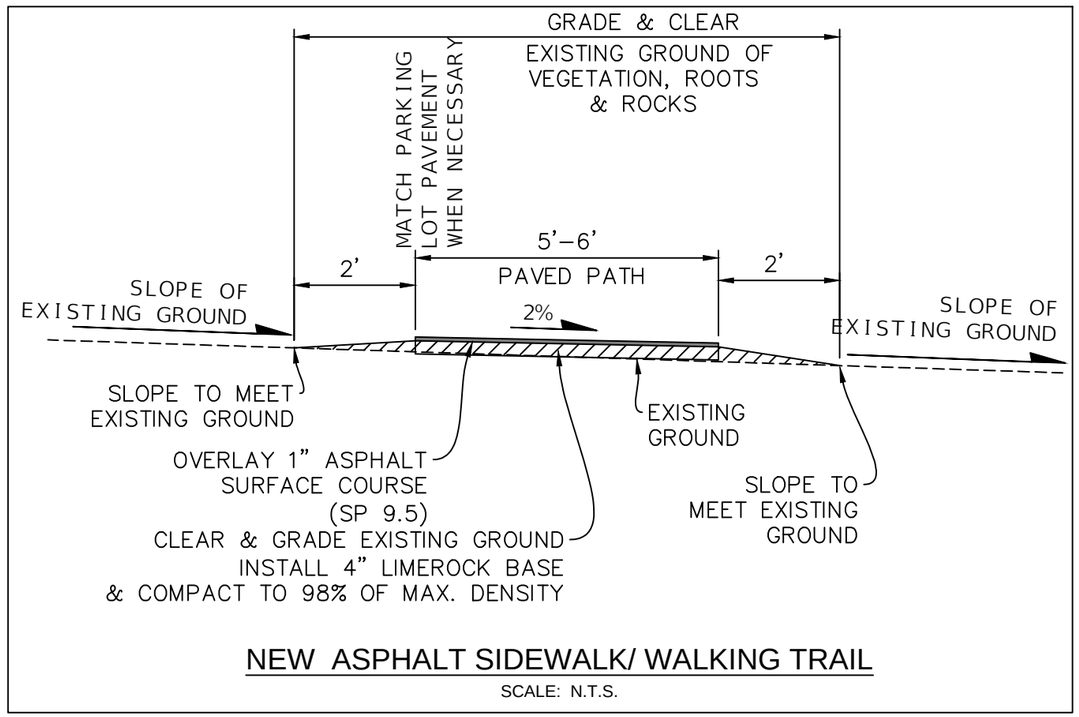
PROJECT NAME: Fisher Park DRA Expansion

PLAN

SHEET NO. 9

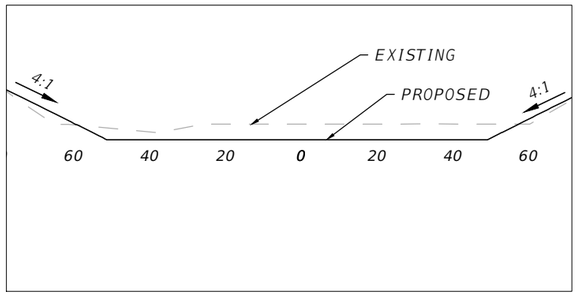
Derek Farr 2/1/2023 9:56:08 AM T:_sd-ENG-Storm-Water\Stormwater-Projects\Projects_2018\18206 Fisher Park DRA

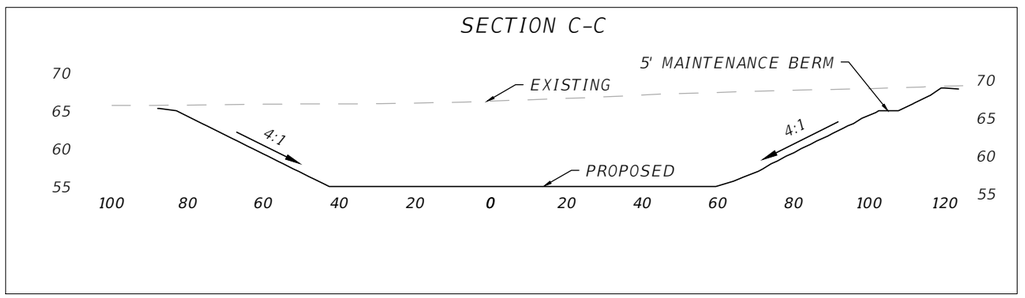




NEW ASPHALT SIDEWALK/ WALKING TRAIL

SCALE: N.T.S.





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PAYAL PANDYA, P.E., CFM
P.E. LICENSE NUMBER 73210

1805 NE 30TH AVE
OCALA, FL 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

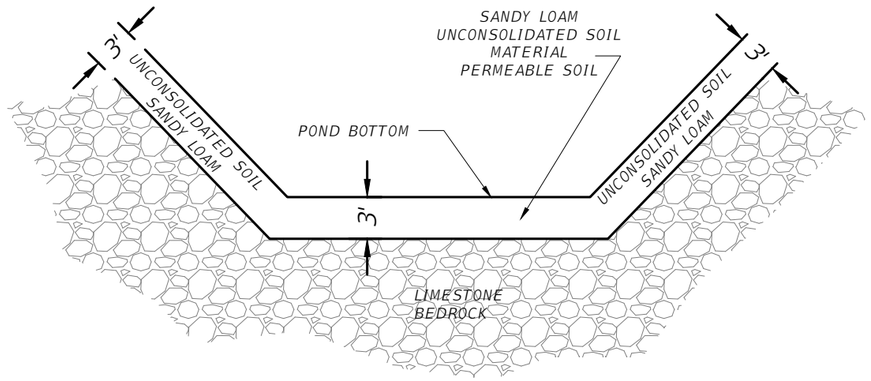
PROJECT NO. 18206

PROJECT NAME: Fisher Park DRA Expansion

CROSS SECTIONS

SHEET NO. 10

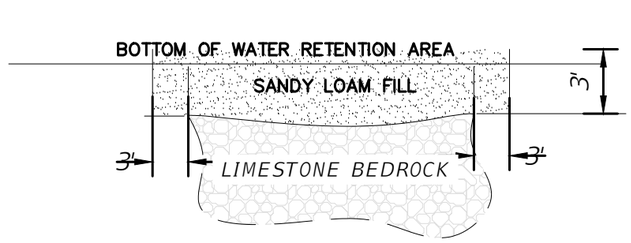
Derek Farr 1/19/2023 2:46:58 PM T:_sd-ENG-Storm-Water\Stormwater-Projects\Projects_2018\18206 Fisher Park DRA



DRY RETENTION BASIN

NTS

IF LIME ROCK IS ENCOUNTERED DURING EXCAVATION, THE RETENTION BASIN WILL BE OVER EXCAVATED AND BACK FILLED SO THAT THERE IS A MINIMUM OF THREE (3) FEET OF UNCONSOLIDATED SOIL MATERIAL BETWEEN THE SURFACE OF THE LIMESTONE BEDROCK AND THE BOTTOM AND SIDES OF THE STORM WATER BASIN. PROPOSED MATERIAL TO BE USED AS SHOWN IN THE CROSS SECTION.



KARST AREA DETAIL

NTS

NOTE:
KARST SENSITIVE AREA REQUIREMENTS.
a. A MINIMUM OF THREE FEET OF UNCONSOLIDATED SOIL SHALL REMAIN BETWEEN THE SURFACE OF ANY UNDERLYING LIMESTONE BEDROCK AND THE BOTTOM AND SIDES OF THE RETENTION BASIN.
b. IF, DURING EXCAVATION OF THE RETENTION BASIN, CONTACT IS MADE WITH THE UNDERLYING LIMESTONE FORMATION, THAT PORTION OF THE BASIN SHALL BE OVER-EXCAVATED A MINIMUM OF THREE FEET AND BACKFILLED WITH SANDY LOAM FILL.
c. IF A SINKHOLE OR SOLUTION CHANNEL IS EXPOSED DURING CONSTRUCTION OF THE RETENTION BASIN, THE ENGINEER SHALL BE IMMEDIATELY CONTACTED. REPAIR WILL BE PERFORMED CONSISTENT WITH METHODOLOGIES OUTLINED IN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT'S MAY, 1988 DRAFT APPLICANT'S HANDBOOK, KARST SENSITIVE AREAS.

CITY OF OCALA
CITY ENGINEER'S OFFICE
(352) 351-6772

CITY OF OCALA
SPECIAL DETAIL

KARST DETAIL

REVISION DATE:

SECTION
N/A

X

SHT 1 OF 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PAYAL PANDYA, P.E., CFM
P.E. LICENSE NUMBER 73210
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

PROJECT NO. 18206

PROJECT NAME: Fisher Park DRA Expansion

DETAIL

SHEET NO. 11

Agreement Number: H0413

Project Number: 4337-319-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.12 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.13, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	CITY OF OCALA
Sub-Recipient's unique entity identifier (FEIN):	59-6000392
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	March 4, 2021
Subaward Period of Performance Start and End Date:	Upon execution through June 30, 2023
Amount of Federal Funds Obligated by this Agreement:	$682,942.91
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$682,571.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$682,571.25
Federal award project description (see FFATA):	Lift Station Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Douglas.galvan@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

Doc ID: f2096f1609bbd43b2acfc4d9cced92cb93357

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Ocala, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Douglas Galvan, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4583
Email: Douglas.galvan@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Sean Lanier, Water Resources Director
   City of Ocala
   1805 NE 30th Avenue, Building 600
   Ocala, Florida 34470
   Telephone: 352-351-6772
   Email: slanier@ocalafl.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$682,942.91**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

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of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

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vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

A) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

B) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

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to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

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

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

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of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

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

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

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

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

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

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

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

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such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

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

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: CITY OF OCALA

By: _____

Name and Title: Justin Grabelle Council President

Date: 09 / 17 / 2021

FEID#: _____

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.09.30 17:13:07 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 09/30/2021

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 682,942.91**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities
   - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage, and provide protection to two (2) lift stations in Ocala, Marion County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-319-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Ocala, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements, utility protective measures and backup power to Lift Station #9 and Lift Station #22 along with drainage improvements in existing Fisher Park within the City of Ocala, Florida 34471.

The HMGP construction scope of work includes the protection of Lift Station #9 and Lift Station #22 by raising their existing electrical equipment at least one foot above the BFE and the installation of a 200-KW and 20-KW permanent generator, respectively, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support each critical facility. Additionally, drainage improvements will include the expansion of the existing Fisher Park pond to maximize runoff storage and the construction of a new stormwater pump station and forcemain to allow for more discharge into an existing upstream City draining detention area (DRA).

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The pump station and the generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Coordinates
1)	LS #09	(29.165688, -82.128310)
2)	LS #22	(29.196967, -82.122284)
3)	New Pump Station	(29.1663381,-82.1282246)
4)	Pond	NW: (29.166483, -82.131049) NE: (29.166331, -82.127158) SE: (29.165394, -82.126820) SW: (29.165364, -82.128309)

TASKS & DELIVERABLES:

C) **Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the

Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
   2. Certifying Compliance with all applicable codes.

c) Local Building Official Inspection Report and Final approval.

d) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

f) Verification letter or documentation showing the generators and pump station are protected to the 500-year (0.2% annual chance) flood elevation.

g) Prior to initiating any work, the Sub-Recipient shall identify the source and location of fill material and provide documentation to the state. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with State Historic Preservation Officer will be required.

h) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient for compliance during project construction.

   1. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, that they were handled in accordance with Florida Statutes, Section 872.05.
   2. Or a letter stating no archeological materials were discovered during project construction.

i) Permit(s) and verification of compliance:

   1. Water Management Districts.
   2. United States Army Corps of Engineers (USACE).
   3. Department of Environmental Protection (DEP).
   4. Department of Transportation (DOT).
   5. Local jurisdiction(s).

   NOTE: If no permit was needed – a letter stating "no permit required".

j) Best Management Practices were utilized – Submit letter at closeout.

k) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include

   1. Storm Water Pollution Prevention Plan (SWPPP);
   2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);
   3. Notice of Termination (NOT); terminates the NOI (from FDEP);

OR If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).

l) Ground Dewatering Activities at the construction site:

1. Provide documentation of coverage under FDEP "Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity";
2. **OR** Letter stating that "No ground dewatering activities took place at this project's site".

m) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC): The Sub-Recipient shall pre-audit source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

D) Deliverables:

Mitigation Activities consist of drainage improvements to the Fisher Park existing pond, along with raising the electrical equipment and installing generators to provide backup power to Lift Station #9 and Lift Station #22 in Ocala, Marion County, Florida, 34471.

The completed project shall provide protection against a 100-year storm event.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

E) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

5) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

6) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

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7) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

F) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

4) Prior to initiating any work, the Sub-Recipient shall identify the source and location of fill material and provide documentation to the state. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required.

5) The generators and lift station are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

7) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response

letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.

8) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

G) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) Special Conditions required on implementation of Projects:

The generator is supporting a critical action and must be protected to the 500 year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the State and FEMA documenting which protective option they have selected.

Source of condition: Executive Order 11988- Floodplains Monitoring Required: No

9) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-319-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 9, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2023.**

H) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Permitting:	2	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**24**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$433,415.00	$325,061.25	$108,353.75
Labor:	$396,200.00	$297,150.00	$99,050.00
Fees:	$59,740.00	$44,805.00	$14,935.00
Initial Agreement Amount:	**$889,355.00**	**$667,016.25**	**$222,338.75**
***Contingency Funds:	$20,740.00	$15,555.00	$5,185.00
Project Total:	**$910,095.00**	**$682,571.25**	**$227,523.75**
****SRMC**			
SRMC:	$15,926.66	$15,926.66	
SRMC-Pre-Award:	$0.00	$0.00	
SRMC Total:	**$15,926.66**	**$15,926.66**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $20,740.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$682,571.25	(75.00%)
Non-Federal Share:	$227,523.75	(25.00%)
Total Project Cost:	**$910,095.00**	**(100.00%)**
SRMC (100% Federal)	$15,926.66	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
a. a public facility that is open on all sides and functionally related to a designed open space;
b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
a. Safety Hazard Present
b. Health Hazards Present
c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: CITY OF OCALA

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Lift Station Generator PROJECT #: 4337-319-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0413

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non-Federal %	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: CITY OF OCALA PAYMENT #:

PROJECT TYPE: Lift Stations, Generator PROJECT #: 4337-319-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0413

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	**TOTAL**	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

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Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF OCALA

If you are requesting an advance, indicate same by checking the box below.

[ ] ADVANCE REQUESTED Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: CITY OF OCALA **PROJECT #:** 4337-319-R
PROJECT TYPE: Lift Stations, Generator **CONTRACT #:** H0413
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*
Percentage of Milestones completed to Date: ____%
Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget
Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):
Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*
☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%
Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

CITY OF OCALA
Sub-Recipient's Name

H0413
DEM Contract Number

4337-319-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-319-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 682,942.91

OBLIGATION/ACTION DATE: March 4, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 055947428

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements, utility protective measures and backup power to Lift Station #9 and Lift Station #22 along with drainage improvements in existing Fisher Park within the City of Ocala, Florida 34471.

The HMGP construction scope of work includes the protection of Lift Station #9 and Lift Station #22 by raising their existing electrical equipment at least one foot above the BFE and the installation of a 200-KW and 20-KW permanent generator, respectively, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support each critical facility. Additionally, drainage improvements will include the expansion of the existing Fisher Park pond to maximize runoff storage and the construction of a new stormwater pump station and forcemain to allow for more discharge into an existing upstream City draining detention area (DRA).

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The pump station and the generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations:

ID#	Name/Station	Coordinates
1)	LS #09	(29.165688, -82.128310)
2)	LS #22	(29.196967, -82.122284)
3)	New Pump Station	(29.1663381,-82.1282246)
4)	Pond	NW: (29.166483, -82.131049) NE: (29.166331, -82.127158) SE: (29.165394, -82.126820) SW: (29.165364, -82.128309)

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

d) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

BID TABULATION & NOTICE OF INTENT TO AWARD

ProRFx ID: ITB05032300000085
Notifications Sent: 1004
Bids: 3

Buyer: Eileen Marquez
Buyer Phone: 352-629-8365
Email: emarquez@ocalafl.org

10/4/23 - **Notice of Intent to Award** to **Marion Rock, LLC.** **all line items except line item# G-17-1** pending City Council approval. (Line Item G-17-1 has been removed from the total bi

ITB# CIP/220752 Fisher Park/ LS#9 & LS#22 Improvements				Marion Rock, LLC		Zabatt Power Systems, Inc.		Ferreira Construction Co., Inc.	
				Ocala, FL		Jacksonville, FL		Jacksonville, FL	
ITEM	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
GENERAL CONSTRUCTION									
G-01	MOBILIZATION	LS	1	$ 124,025.00	$124,025.00	$ 178,078.57	$178,078.57	$ 48,101.21	$48,101.21
G-02	BONDS	LS	1	$ 65,805.00	$65,805.00	$ 93,814.29	$93,814.29	$ 235,950.00	$235,950.00
G-03	PROJECT SIGN	EA	1	$ 3,850.00	$3,850.00	$ 5,771.43	$5,771.43	$ 2,790.27	$2,790.27
G-06	SILT FENCE & SEDIMENT CONTROL	LF	1620	$ 3.00	$4,860.00	$ 4.50	$7,290.00	$ 11.17	$18,096.81
G-07	TREE PROTECTION / CONSTRUCTION FENCE	LF	240	$ 16.00	$3,840.00	$ 24.00	$5,760.00	$ 37.58	$9,019.61
G-09	CLEARING & GRUBBING - LIGHT (TREE / ROOT PRUNING)	SY	311	$ 38.00	$11,818.00	$ 57.14	$17,770.54	$ 29.42	$9,150.80
G-10	CLEARING & GRUBBING - HEAVY (TREE REMOVAL)	SY	311	$ 57.00	$17,727.00	$ 84.29	$26,214.19	$ 123.40	$38,377.05
G-15	GRADING	SY	5100	$ 2.00	$10,200.00	$ 3.00	$15,300.00	$ 15.87	$80,936.06
G-16	DRA DEWATERING	LS	1	$ 53,125.00	$53,125.00	$ 76,321.43	$76,321.43	$ 115,884.54	$115,884.54
G-17-1	EXCAVATION & REMOVAL MATERIAL	CY	9700	$ 17.00		$ 25.00		$ 15.05	
G-17-2	EXCAVATION, REMOVAL & TRANSPORT MATERIAL TO CITY LOCATION	CY	9700	$ 17.00	$164,900.00	$ 25.00	$242,500.00	$ 16.37	$158,790.17
G-19	LIME ROCK BASE, 4"	SY	1375	$ 15.00	$20,625.00	$ 22.86	$31,432.50	$ 121.81	$167,491.96
G-20	TEMPORARY CONSTRUCTION TRACKING PAD	LS	1	$ 9,260.00	$9,260.00	$ 13,818.57	$13,818.57	$ 4,927.90	$4,927.90
G-32	ASPHALT PAVEMENT, SUPERPAVE 9.5	TN	82	$ 252.00	$20,664.00	$ 371.43	$30,457.26	$ 1,312.11	$107,592.76
G-78	REMOVE EXISITNG CHAINLINK FENCE	LF	1050	$ 8.00	$8,400.00	$ 12.14	$12,747.00	$ 14.28	$14,989.56
G-80	SOD-BAHIA	SY	6600	$ 5.00	$33,000.00	$ 7.50	$49,500.00	$ 1.81	$11,918.23
	GENERAL CONSTRUCTION SUB-TOTAL				**$552,099.00**		**$806,775.78**		**$1,024,016.94**
LIFT STATION GENERATORS									
LS-9	PURCHASE & INSTALLATION OF 200 kW DIESEL GENERATOR WITH ATS. DIESEL TANK. DEMO WORK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK. ALUMINUM PLATFORM.	LS	1	$ 184,060.00	$184,060.00	$ 319,441.75	$319,441.75	$ 566,145.00	$566,145.00
LS-22	PURCHASE & INSTALLATION OF 20 kW GAS GENERATOR WITH ATS. DEMO WORK. SITE WORK. CONCRETE WORK. ELECTRICAL WORK. GAS CONNECTION.	LS	1	$ 481,265.00	$481,265.00	$ 95,221.92	$95,221.92	$ 161,830.00	$161,830.00
	LIFT STATION GENERATORS SUB-TOTAL				**$665,325.00**		**$414,663.67**		**$727,975.00**
	TOTAL BID AMOUNT (EXCLUDING OPTIONAL ITEM PRICING)				**$1,217,424.00**		**$1,221,439.45**		**$1,751,991.94**

OPTIONAL LINE ITEM

ITEM	DESCRIPTION	UOM	EST QTY	Marion Rock, Inc.		Zabatt Power Systems, Inc.		Ferreira Construction Co., Inc.	
1	Demolition and disposal of LS # 9	1	1	$15,500.00	$15,500.00	$0.00	$0.00	$4,500.00	$4,500.00

Line Item# G-17-1 has been removed from the bid tabulation

File #: 2024-0109 Agenda Item #: 8d.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve additional expenditures under the contract for fire hydrant and valve installation, repair, and maintenance services with R & M Service Solutions, LLC with increased estimated aggregate expenditure amount of $370,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala has more than 4,500 fire hydrants and 10,000 valves system-wide ranging from 2" to 36" which require testing, maintenance, and mapping on an annual basis. This contract provides for fire hydrant flow testing, and coatings, along with valve maintenance, marking, and GPS mapping for all distribution valves and hydrants.

R&M Service Solutions, LLC (R&M) was the successful bidder under a competitive solicitation conducted by Seminole County for hydrant and valve installation, repair, and maintenance services. The contract awarded to R&M by Seminole County is effective for an initial term of three years beginning December 11, 2020, through December 10, 2023 (the "Seminole County Agreement"). The Seminole County Agreement offers two additional one-year renewal terms.

On October 20, 2021, Water Resource's sought and was granted a procurement exception to piggyback the Seminole County Agreement for an initial term through December 10, 2023. City Council approved the contract award on December 21, 2021, with an initial aggregate expenditure amount of $200,000 ($100,000 annually) for the initial contract term. Expenditures have been tracked under City Contract No. WRS/210986.

FINDINGS AND CONCLUSIONS:
To date, expenditures under WRS/210986 have totaled $160,848.46. Staff now seeks approval to add an additional $170,000 to cover required work through the end of the contract (December 10, 2023). Due to current staffing issues, R&M will be performing work that is required under state permitting requirements.

R&M is from Dade City, Florida and their experience is well documented. They have worked well with the Water Resources Department in past years and have done excellent work.

Staff recommends approval.

FISCAL IMPACT:
Funding is available in the FY24 budget in the amount of $170,000 in account number 455-030-300-533-53-46010 for the maintenance and repair of fire hydrants and valves.

PROCUREMENT REVIEW:
These goods and services have been procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The underlying contract was reviewed and approved for form and legality by former City Attorney Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE HYDRANT AND VALVE MAINTENANCE, REPAIR, AND FLUSHING SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE HYDRANT AND VALVE MAINTENANCE, REPAIR AND FLUSHING SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **R&M SERVICE SOLUTIONS, LLC**, a limited liability corporation duly organized and authorized to do business in the state of Florida (EIN: 27-1422665) ("Contractor").

RECITALS:

WHEREAS, after a competitive procurement process Seminole County, Florida, entered into a Term Contract for Hydrant and Valve Maintenance, Repair, and Flushing Services with R&M Service Solutions, LLC, for the provision of hydrant and valve maintenance, repair, and flushing services (the "Seminole 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, the City's Water Resources Department sought a procurement exception which would allow the City to piggyback on the Seminole County Agreement without issuing a competitive solicitation on the grounds that staffing levels have decreased in the Water Resources Department thereby resulting in an immediate need for said services; and

WHEREAS, after considering the competitive procurement process conducted by Seminole County, Florida, and that the City has an immediate need for hydrant and valve maintenance, repair, and flushing services, the City Contracting Officer granted said exception; and

WHEREAS, City desires to procure citywide hydrant and valve maintenance, repair, and flushing services from R&M Service Solutions, LLC, pursuant to essentially the same terms and conditions provided under the Seminole County Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor has agreed to extend the terms, conditions, and pricing of the Seminole County Agreement to City.

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

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor 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 meanings specified below:
   A. **Piggyback Agreement**: shall mean this Cooperative Purchasing Agreement for Citywide Hydrant and Valve Maintenance, Repair, and Flushing Services as it may from time to time be amended or modified pursuant to its terms and provisions.
   B. **Seminole County Agreement**: – shall mean the Term Contract for Hydrant and Valve Maintenance, Repair, and Flushing Services between Seminole County, Florida, and R&M Service Solutions, LLC, dated December 11, 2020, and its exhibits, attached hereto as **Exhibit A – Seminole County Agreement** and incorporated herein by reference.
3. **INCORPORATION OF SEMINOLE COUNTY AGREEMENT**. The Seminole 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 Seminole 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. **AMENDED TERMS AND CONDITIONS**. The following terms and conditions of the Seminole County Agreement are modified and replaced, in their entirety, as follows:
   A. The terms "Seminole County," and "County," shall be replaced and intended to refer to the "City of Ocala."
   B. **SCOPE OF WORK**. Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Piggyback Agreement as set forth in **Exhibit A** attached hereto. The scope of work for the Project and Proposal under this Agreement may only be adjusted by written amendment executed by both parties.

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C. **CONTRACT TERM**. This Agreement shall become effective and commence on **DECEMBER 22, 2021** and continue through and including **DECEMBER 10, 2023** (the "Initial Contract Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE-YEAR (1-Year)** terms by written consent between City and Contractor.

D. **COMPENSATION**. City shall pay Contractor a maximum limiting amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS PER YEAR ($100,000/Year)** (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the Fee Schedule attached to **Exhibit B – Seminole County Agreement** shall remain fixed throughout the duration of this Agreement, including both the Initial Contract Term and any Renewal Contract Term. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.

(1). **Price Re-Determinations.**

a) During the Renewal Term. Petitions for price redeterminations **must** be made at the time of City's notification to Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Agreement to reflect the new prices for the renewal term.

b) Outside the Renewal Term. Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Agreement. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Agreement.

c) Basis for Price Redeterminations**.** Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable as published by the Bureau of Labor Statistics. **The base index number for the ECI will be for the**

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quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." City shall have the right to audit Contractor's records, including, but not limited to payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

(2). **Monthly Progress Payments**. The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

(3). **Invoice Submission**. All invoices and/or purchase orders submitted by Contractor shall include the City Contract Number, an assigned Invoice/PO Number, and an Invoice/PO Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: **Stacey Ferrante**, **1805 NE 30th Avenue, Building 600**, **Ocala, Florida 34470**, **Telephone: (352) 351-6772**, **E-Mail:** **sferrante@ocalafl.org.**

(4). **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.

(5). **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 Contractor; (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 Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.

(6). **Excess Funds**. If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated

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from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

(7). **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. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

E. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

(1). **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

a) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

b) Contractor provides material that does not meet the specifications of the Agreement;

c) Contractor fails to complete the work required within the time stipulated in the Agreement; or

d) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement

(2). **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations

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immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

(3). **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

a) City shall be entitled to terminate this Agreement without further notice;
b) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
c) City shall be entitled to recover from Contractor all damages, costs, and attorney 's fees arising from Contractor's default prior to termination; and
d) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law

F. **PUBLIC RECORDS**. The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall: (A) Keep and maintain public records required by the public agency to perform the service. (B) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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 the Contractor does not transfer the records to the public agency. (D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

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requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-Mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

G. **E-VERIFY**. Pursuant to section 448.095, Contractor 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. Contractor 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, Contractor 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. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor 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. Contractor 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.

H. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Contractor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Contractor's commercial automobile liability insurance policy must name the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers, as additional insureds.

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I. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

(1). One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for bodily injury, property damage, and personal injury, and advertising injury; and

(2). One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit for contractual liability, products and completed operations, independent contractors, and property in the care, control or custody of the Contractor.

(3). Contractor's commercial general liability insurance policy shall include Endorsement CG 20 10 11 85, or equivalent, naming the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and volunteers; as an additional insured. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

J. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Contractor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work.

K. **MISCELLANEOUS INSURANCE PROVISIONS.**

(1). **Insurance Requirements.** These insurance requirements shall not relieve or limit the liability of Contractor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

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(2). **Deductibles.** Contractor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

(3). **Certificates of Insurance**. Contractor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail:** vendors@ocalafl.org prior to the policy expiration.

(4). **Failure to Maintain Coverage**. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

(5). **Severability of Interests**. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

(6). **Mandatory Endorsements for All Required Policies**. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

L. **INDEMNITY.** Contractor 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,

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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 Contractor, its agents, and employees.

M. **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.

N. **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.

O. **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

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HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

P. **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.

Q. **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.

R. **NOTICES**. Any and all notices required or given pursuant to this Agreement shall be deemed to have been duly served if delivered in person to an authorized representative or sent by registered or certified mail, postage prepaid, return receipt requested to the following address:

If to Contractor: R&M Service Solutions, LLC
7256 Westport Place, Suite A
West Palm Beach, Florida 33413
Phone: 813-788-0010

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

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Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

S. **ELECTRONIC SIGNATURE(S)**. Contractor, 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.

T. **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.

U. **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.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 02 / 15 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

R&M SERVICE SOLUTIONS, LLC

Thomas Benedetto

By: R and M Service Solutions
(Printed Name)

Title: Chief Financial Officer

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OB# 923

TERM CONTRACT FOR HYDRANT AND VALVE MAINTENANCE, REPAIR, AND FLUSHING SERVICES (IFB-603974-CAR)

THIS AGREEMENT is dated as of the 11TH day of DECEMBER 2020, by and between **R&M SERVICE SOLUTIONS, LLC**, duly authorized to conduct business in the State of Florida, whose address is 7256 Westport Place, Suite A, West Palm Beach, Florida 33413, in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide hydrant and valve maintenance, repair, and flushing services to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY _____ DEPUTY CLERK

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this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order must be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Doc ID: 43338fb4892ed07e58b3cdec897f21c8930ec5a7

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, FL 32772-8080

A copy of the invoice must be sent to:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. Upon review and approval of CONTRACTOR's invoice, COUNTY will, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

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(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other

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information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

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Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

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Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

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(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at

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CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

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(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General

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Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit $1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative

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dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to

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this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

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Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

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(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

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Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

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Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services Utilities Operations Division
3300 Dike Road
Winter Park, FL 32792

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, Florida 32771

For CONTRACTOR:

R&M Service Solutions, LLC
7256 Westport Place, Suite A,
West Palm Beach, FL 33413

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the

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services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Witness

Jason Dobbs
Print Name

Witness

Jonathan Wise
Print Name

R&M SERVICE SOLUTIONS, LLC

By: _____
SAMUEL WICK, Sales Director

Date: 12/08/2020

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SEMINOLE COUNTY, FLORIDA

Witness
CASSANDRA REYES
Print Name

Witness
Leticia Figueroa
Print Name

By: Jammy Roberts
for MARKLY JEAN-CHARLES, Purchasing and Contracts Manager

Date: 12-11-20

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its DECEMBER, 8TH 20 20, regular meeting.
AGENDA ITEM # 2020-0426

Approved as to form and legal sufficiency.

County Attorney
DGSP/lpk
8/26/20 11/5/20
T:\Users\Legal Secretary CSB\Purchasing 2020\IFB-603974.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing

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Fire Hydrants - Valves Maintenance and Repair and Flushing Services

Part 1
General Scope

GENERAL DESCRIPTION:

The Seminole County Environmental Services Department (SCES) requires services of experienced, licensed contractor(s) to provide maintenance, repair and replacement part services for fire hydrants, valves (including associated fittings, restraints and pipe), and flushing services on an "as needed" basis at locations within the SCES utility's distribution systems. SCES will furnish the successful contractor(s) with the most recent copy of the distribution systems atlas in an electronic format.

The Contractor(s) will be responsible for furnishing all labor, tools, equipment, parts and materials to complete the requested work as specified in the Scope of Service section. The Contractor(s) will also be responsible for furnishing all required ancillary services to which includes but is not limited to, mobilization, excavations, well pointing and pumping, shoring, line stops, wet taps, maintenance of traffic, and site restorations necessary to complete the requested work as specified in the Scope of Services.

STANDARDS:

A. SCES Utility Engineering Specifications for Water Distribution Construction.
B. Seminole County Standards for applicable public right-of-way improvements under County jurisdiction.
C. FDOT Utility Accommodation Manual (latest edition) and FDOT Design Standards for Construction, Maintenance and Utility Operations on the State Highway System (2017 or latest edition).
D. AWWA Standards for Maintenance, Repair and Replacement of fire hydrants (M-17) and distribution system valves (M-44) (most applicable and latest edition).
E. OSHA Standards as applicable to associated work.
F. Fire Hydrant Flow Testing and Marking (NFPA 291)(most applicable and latest edition). Includes potential areas of two hydrant testing for main capacity calculations or fire flow capabilities as requested by SCES.

SPECIAL CONDITIONS:

Contractor's Response Time: Contractor(s) shall be adequately staffed and equipped to respond to all aspects of the requested work within 72 hours, if required by SCES.

Contractor's Personnel: The Contractor(s) must employ and assign a Project Manager who will oversee the described work and who has a minimum of five (5) years continuous field and supervisory experience in all aspects of the described work. The Project Manager shall serve as the single point of contact for all work, be responsible for coordinating and scheduling all work (including restoration) and be available (by phone, if not in person) while contractor's crews work within SCES distribution systems.

The Contractor shall employ and designate a qualified Quality Control Manager who shall be responsible for re-inspection of all field processed data if it falls outside of tolerances. All such data shall be re-collected. The Quality Control Manager shall also be responsible of random sampling of not less than 10% of the total contract value. This will provide quality assurance of all physical aspects of the service and validation of all data attributes collected.

For each job or task assigned under this contract, the Contractor's Project Manager shall assign qualified and responsible service technicians to complete requested work. At any time the Contractor's personnel is working within the SCES distribution systems, notification is required to the SCES SCADA

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Operations Center at 407-665-2767. All Service Technicians shall wear a uniform shirt that identifies the Contractor by name. All Service Technicians shall arrive at, and travel through the Utility system in a presentable service vehicle identified with the Contractor's name, logo and telephone number.

Contractor's Equipment: The Contractor shall utilize and maintain all equipment in a safe and responsible manner. It is the responsibility of the Contractor to maintain all equipment so as to avoid any leaking fuel, oil, and/or hydraulic fluid. If such leakage occurs, it shall be the responsibility of the Contractor to protect the environment and the surrounding surfaces from contamination and/or damage. If said leakage is excessive or cannot be adequately contained, said equipment must cease operation and be removed from the job site. All Contractor(s) service vehicles shall be maintained in a presentable manner and have Contractor name and logo adequately displayed.

SCES Requirements for Work and Site Visit Management: Contractor personnel shall notify their assigned SCES representative each day, prior to beginning work within the County utility system. All contractor personnel shall display on their person a company identification badge that is clearly visible at chest level and not covered by clothing or other items. This badge must have the company name, company phone number, the individual's name and the individual's photo. In addition, SCES requires that the Contractor create a service call or job order ticket that shall have, at a minimum, the following information:

- Company name and contact information
- Company job or work order number
- SCES contact name and phone number
- SCES job number and Seminole County purchase order number
- Date/time of beginning and ending of work
- Number of Technicians
- Work location and description of work to be performed
- Detailed description of solution and/or work completed

SCOPE OF SERVICES:

Hydrant Maintenance: Fire hydrant testing and maintenance shall be in accordance with AWWA - M17 Manual and NFPA 291 Manual for Installation, field testing, and maintenance of fire hydrants, to include the following procedures:

- Locate and access each fire hydrant
- Locate, access, and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with non-corrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate for 15 minutes, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15 minute flush, contact SCES SCADA Operations Center at 407-665-2767, notifying them of the anomaly. Continue to flow hydrant until water clears, checking in 15 minute increments. The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the opening nut enough to take the pressure off the packing.

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- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Scrape, wire brush/or sand blast and paint hydrant appropriate color. Paint shall be Sherwin-Williams Sher-Cryl High Performance Acrylic, ANSI Safety Yellow, Pantone 109 or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness. In the event bare metal is exposed on above-ground metal, hydrant is to be primed with Sherwin-Williams Pro-Cryl Universal primer before new paint is applied. Additional color bonnet painting per NFPA 291 - Fire Hydrant Flow Testing and Marking may be required per SCES request.
- Replace (if defective) hydrant ID tag, or install (if not present) hydrant ID tag.
- Replace (if defective) blue reflective road marker, or install (if not present) blue reflective road marker. Reflective pavement markers in blue shall be used to identify the hydrant locations. Each marker is to be placed on the center line of the roadway lane closest to the hydrant.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- **Notification of all malfunctioning and/or out of service hydrants or valves shall be immediately reported to SCES.**
- Document all pertinent data into an electronic spreadsheet or database including the following:
  - Hydrant ID tag number
  - Hydrant address location
  - Hydrant GPS site coordinates
  - Date of flush or service
  - Hydrant brand
  - Hydrant model number
  - Hydrant year
  - Hydrant size
  - Hydrant flow rate obtained
  - Hydrant pressure after 5 minutes of flushing
  - Total gallons flushed during service
  - Degree of operating difficulty
  - Deficiencies and/or repairs required to be immediately reported to the Utility.
- All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system or SOL database.

Upper Barrel Repair: An upper bonnet repair shall consist of repairing and/or replacing all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, in order to return hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.

Lower Barrel Repair: A lower barrel repair shall consist of repairing and/or replacing all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve in order to return hydrant to working order.

Valve Maintenance: Valve maintenance shall include the following procedures:

- Locate and access each valve
- Raise valve box to grade (if applicable)
- Align valve box to vertical position (if located outside of pavement)
- Clean debris and standing water from valve box

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- Operate valve from open to close and back to open position for two (2) complete cycles
- Obtain and record GPS coordinates of valve
- Paint valve box blue. Valves located inside residential or commercial driveways or aprons shall not be painted upon SCES request.
- Mark curve with a "V" marking. Curbing located inside gated communities or commerical properties shall not be painted upon SCES request.
- Document all pertinent data including location, type, and size of valve, direction of rotation to open position, numbers of turns to full open position, degree of operating difficulty, and note deficiencies and/or closed valves to be immediately reported to the Utility. All data shall be formatted to match existing SCES data system and/or forms. Data shall be delivered to the SCES in an electronic format compatible with SCES' ArcGIS/ArcMap system.

GPS Mapping: All the water distribution valves and fire hydrants encountered in this contract are to be GPS mapped within sub-meter accuracy and the data delivered in an electronic format compatible with SCES' ArcGIS/ArcMap system software. Coordinate data shall be field-collected with autonomous GPS readings and subsequently differentially corrected via post-processing. The contractor(s) shall further refine positions through filtering and inspection to eliminate noise', problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of one (1) second with a minimum occupation of twenty (20) seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: as agreed with NAD 1983 State Plane Florida EAST
- Satellites: >= 4
- Position Dilution of Precision (PDOP) <6
- Horizontal Dilution of Precision (HDOP): <4
- Minimum number of raw positions collected: 20
- In the event of obstructions - where a clear GPS position cannot be captured a laser offset will be executed from a nearby location

At a minimum, and in addition to database attribute requirements, the following coordinate data items shall be generated as a result of this process.

- PDOP value
- HOOP value
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal Precision
- Vertical Precision
- Standard deviation
- car File Name
- X-coordinate
- Y-coordinate

Documentation: Documentation data will be collected on each distribution valve and/or hydrant and will be agreed upon, and be compatible with SCES' ArcGIS/ArcMap system software in advance of work start up.

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Data documentation will include, at a minimum:

a) **Physical data** - Identification number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, number of turns, torque, if clean out was necessary, valve discrepancies (by category and details), box/vault discrepancies (by category and details)and any additional information as necessary.

b) **Location data** - Mapping grade GPS coordinate data parameters noted in the GPS mapping section

c) **Discrepancies** - Details on discrepancies so that a work order (as described below) can be concisely created.

Deliverable Data: The Contractor will provide applicable hydrant and valve data in a spatially accurate format compliant with SCES ArcGIS/ArcMap system and in the County's existing data structure. Contractor shall be able to fully integrate data into ESRI ArcGIS/ArcMap and shall be integrated into the SCES ArcGIS system. Metadata, including a detailed citation describing field data collection practices, equipment settings, post processing procedures, base stations used for differential correction and expected accuracy, are to be submitted with final and interim data deliveries. The data in electronic format shall contain the information agreed to by SCES and at a minimum the following attribute data:

- A unique identification number - For each device
- Data Dictionary-Valve Condition (operable, inoperable)
- Source document reference-valve discrepancies
- Date of Operation-Structure discrepancies
- Valve Size - PDOP value
- Valve Type-HDOP value

Obstructed GPS data shall be obtained through laser offset method.

Flushing Services: SCES may require the Contractor to perform unidirectional or maintenance flushing in certain locations within the utility's distribution systems. SCES will provide to contractor the flushing sequences developed by an Engineer for the specified areas. The contractor is responsible for locating the valves and hydrants identified in the Engineer's sequencing and verifying their operability. Upon completion of each sequenced flushing activities, the Contractor will return valves to their original position. This is to help with valves not being left in the wrong position. Pricing for unidirectional flushing will combine item 83 (valve maintenance without GPS location) for turning the valves and item A6 Time Unit for the actual flushing.

Hydrant and/or Valve Replacement and Installation: Hydrant and valve replacement and/or new installation work described in this solicitation package (see Price Schedule) shall be "all inclusive". The line item pricing of such work shall include all of but not limited to the following:

- Pre work job site evaluation
- Obtaining all utility and/or Right of Way (ROW) locates
- Notification of effected customers (with the exception of partial water system shut down)
- Job site safety and MOT
- Site excavation (typical <48" bury to bottom of pipe)
- Furnish and install all necessary materials to successfully complete the job
- Furnish and competently operate all necessary equipment to successfully complete the job
- Furnish and manage all necessary competent labor to successfully complete the job
- Excavation, backfill and compaction

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- Removal of all remaining spoil, materials and waste
- Complete site restoration unless otherwise specified by SCES

Work in Utility Easement/Right of Way (ROW) and Existing Utilities/ROW Improvements: The Contractor shall be responsible for obtaining all Utility Locates through, and in accordance with "Sunshine State One Call of Florida (SSOCOF) Excavation Guide" (latest edition). The Contractor shall take all possible precautions and be responsible for protecting all underground utilities and other improvements within the utility easement and/ or ROW. The Contractor shalt promptly notify SCES of any conflicts with existing utilities that occurs as a result of said work. The Contractor shall be responsible for obtaining and adhering to all applicable Maintenance of Traffic (MOT) and/or Right of Way permits as required by Seminole County, State of Florida Department of Transportation (FDOT) or jurisdictional authority.

Job Site Management: The Contractor shall set up, manage and restore each job site in a responsible manner that includes but is not limited to Maintenance of Traffic (MOT), pedestrian safety, and property protection. At no time during the active progress of work shall the Contractor leave the job site unattended. The Contractor must request and gain approval from SCES for any specific job site-work that may extend past one work day. If approval is granted, all excavated areas must be backfilled and enclosed with safety mesh and proper MOT activated at end of each work day. Each job site (regardless of duration of work) must be maintained at all times in a responsible manner that does not unduly impact the surrounding areas and allows for adequate ingress/egress from properties affected. Any and all road and/or ingress/egress closures must be approved by the SCES in advance of the work. The Contractor shall present a contingency plan for such closures at time of approval request. Upon completion of work, the contractor shall backfill and compact affected areas in addition to clean up and removal of any accumulated dirt and/or rubble from job site. It shall be the ultimate responsibility of the Contractor to restore the Utility easement and/or right of way to pre-excavated condition. All restoration activities including irrigation system repairs shall be the responsibility of the contractor (reference Restoration and Contractor Pass Through section of this document).

Sub-contracted and Contractor "Pass-Through" Charges: Certain services shall be considered as "Pass-through" charges. These charges are interpreted to mean sub-contractor invoice total plus 10% administration and management costs. For the terms of this contract these services include landscape restoration (excluding irrigation repairs and <400ft^2 sod), asphalt restoration, concrete restoration, de-watering (well points) services, extended MOT (>72 hours), MOT with law enforcement presence during work activities. Prior to use of sub-contracted or cost pass through services, the Contractor shall obtain three (3) separate quotes for each of the sub-contracting activities and present to the SCES a recommendation of award for each service. If the acceptance of this recommendation is not approved, SCES reserves the right to perform any and all of these pass through activities. The SCES reserves the right to perform any and all of these pass through activities to avoid the additional pass through charges. If this right is exercised by SCES, the responsibility for such work will be removed from the Contractor.

Warranty: In order to insure fire hydrant and valve repair, replacement and installation meets the performance guaranteed by the manufacturer and retain warranties, the contractor shall guarantee all workmanship and materials for all described work for a period of two (2) years from the date of the repair or installation.

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FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

SHIP TO	

VENDOR	

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

ANALYST	

DELIVERY	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

Doc ID: 43338fb4892ed07e58b3cdec897f21c8930ec5a7

Purchase Order Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by County, Supplier shall submit a properly certified invoice to: Seminole County Clerk of Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include County's Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

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Part 4
Price Submittal

IFB-603974-20/CAR - Term Contract for Hydrant and Valve Maintenance, Repair and Flushing Services

Name of Bidder: R&M Service Solutions, LLC

Mailing Address: 7256 Westport Place Suite. A

Street Address: 7256 Westport Place Suite. A

City/State/Zip: West Palm Beach, FL 33413

Phone Number: (877)847-6747 FAX Number: (561) 290-0693

E-Mail Address: swick@rmservicesolutions.com

Designated Project Manager Information:

Project Manager: Michael George

Project Manager Telephone No.: (352) 398-9127 Fax No.: (561) 290-0693

E-Mail Address: mgeorge@rmservicesolutions.com

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

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BID SHEET

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP A - HYDRANT SERVICES					
A1	Hydrant Maintenance (includes scrape, wire brush and paint)	EA.	3000	$ 53.00	$ 159,000.00
A2	Hydrant Maintenance (without scrape, wire brush and paint)	EA.	500	$ 43.00	$ 21,500.00
A3	Hydrant Maintenance (includes sand blast and paint)	EA.	25	$ 275.00	$ 6,875.00
A4	Furnish and attach Hydrant I.D. tag (with required information)	EA.	250	$ 10.00	$ 2,500.00
A5	Furnish and install reflective road marker	EA.	500	$ 10.00	$ 5,000.00
A6	Extended Flush Time (15 minute Unit)	EA.	250	$ 20.00	$ 5,000.00
A7	Bonnet and/or break away flange bolt replacement	EA.	25	$ 50.00	$ 1,250.00
A8	Upper barrel repair	EA.	35	$ 400.00	$ 14,000.00
A9	lower barrel repair	EA.	50	$ 700.00	$ 35,000.00
A10	Hydrant extension (6")	EA.	25	$ 800.00	$ 20,000.00
A11	Hydrant extension (12")	EA.	20	$ 825.00	$ 16,500.00
A12	Hydrant extension (18")	EA.	20	$ 900.00	$ 18,000.00
A13	Replace typical bury (48") hydrant on functioning and restrained isolation valve (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	EA.	10	$ 5,900.00	$ 59,000.00
A14	Replace typical bury (48") hydrant and "tie-back" unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). **Will not require a shut down or line stop.**	EA.	10	$ 6,100.00	$ 61,000.00
A15	Replace typical bury (48") hydrant and (or install) isolation valve on existing restrained MJ tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	EA.	15	$ 6,500.00	$ 97,500.00
A16	Replace typical bury (48") hydrant, isolation valve and tee (includes excavation, materials, backfill and compaction). **Will require a shut down or line stop.**	EA.	15	$ 6,500.00	$ 97,500.00
A16a	With 6" x 6" tee	EA.	3	$ 1,000.00	$ 3,000.00
A16b	With 6" x 8" tee	EA.	3	$ 1,100.00	$ 3,300.00
A16c	With 6" x 10" tee	EA.	2	$ 1,500.00	$ 3,000.00
A16d	With 6" x 12" tee	EA.	2	$ 2,000.00	$ 4,000.00
A16e	With 6" x 14" tee	EA.	2	$ 4,000.00	$ 8,000.00
A16f	With 6" x 16" tee	EA.	1	$ 4,100.00	$ 4,100.00
A16g	With 6" x 20" tee	EA.	1	$ 5,000.00	$ 5,000.00
A16h	With 6" x 24" tee	EA.	1	$ 5,000.00	$ 5,000.00
A17	Install new hydrant and (isolation) valve on existing typical 48" bury water main	EA.	25	$ 6,100.00	$ 152,500.00
A17a	With 6" x 6" wet tap	EA.	2	$ 1,500.00	$ 3,000.00
A17b	With 6" x 8" wet tap	EA.	2	$ 1,500.00	$ 3,000.00
A17a	With 6" x 10" wet tap	EA.	2	$ 1,500.00	$ 3,000.00
A17c	With 6" x 12" wet tap	EA.	2	$ 1,800.00	$ 3,600.00
A17d	With 6" x 14" wet tap	EA.	2	$ 2,000.00	$ 4,000.00
A17e	With 6" x 16" wet tap	EA.	2	$ 2,200.00	$ 4,400.00
A17f	With 6" x 20" wet tap	EA.	2	$ 2,200.00	$ 4,400.00
A17g	With 6" x 24" wet tap	EA.	2	$ 2,200.00	$ 4,400.00
A18	Abandon existing hydrant by installing restrained cap or plug with 2" blow-off assemble in isolation valve (includes materials, excavation, backfill and compaction)	EA.	10	$ 3,200.00	$ 32,000.00
A19	Installation of hydrant other than typical 48" bury (adder per foot)	LF.	30	$ 250.00	$ 7,500.00
A20	If hydrant set is more than 6' away from centerline of tee (adder per foot)	LF.	25	$ 200.00	$ 5,000.00
A21	If hydrant set requires additional restrained 6" MJ bend(s) (per fitting)	EA.	15	$ 225.00	$ 3,375.00

BID SHEET

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP B - VALVE SERVICES					
B1	Valve maintenance (includes sub-meter GPS location)	EA.	1000	$ 37.00	$ 37,000.00
B2	Valve maintenance (includes sub-foot GPS location	EA.	750	$ 37.00	$ 27,750.00
B3	Valve maintenance (without GPS location)	EA.	350	$37.00	$ 12,950.00
B4	Raise valve box to grade < 12" depth (excluding concrete areas and vehicular arteries	EA.	125	$71.45	$ 8,931.25
B5	Raise valve box to grade < 12" depth in concrete areas and vehicular arteries	EA.	100	$425.00	$42,500.00
B6	Raise valve box to grade (or replace valve box) > 12" depth but < 42" depth in concrete areas and vehicular arteries	EA.	50	$ 200.00	$ 10,000.00
B7	Raise valve box to grade (or replace valve box) > 12" depth but < 48" depth in concrete areas and vehicular arteries	EA.	50	$200.00	$ 10,000.00
B8	Replace existing 2" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$2,330.00	$ 34,950.00
B9	Replace existing 4" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$3,800.00	$57,000.00
B10	Replace existing 6" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$4,500.00	$67,500.00
B11	Replace existing 8" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	15	$5,000.00	$75,000.00
B12	Replace existing 10" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$5,900.00	$59,000.00
B13	Replace existing 12" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$8,000.00	$ 40,000.00
B14	Replace existing 14" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 12,000.00	$ 60,000.00
B15	Replace existing 16" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 15,000.00	$ 75,000.00
B16	Replace existing 20" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$ 17,000.00	$ 85,000.00
B17	Replace existing 24" valve w/resilient wedge gate valve on "dry" pipe (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	1	$27,000.00	$ 27,000.00
B18	Installation of 4" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$7,000.00	$ 70,000.00
B19	Installation of 6" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$7,800.00	$ 78,000.00
B20	Installation of 8" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	10	$ 9,000.00	$ 90,000.00
B21	Installation of 10" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$15,000.00	$75,000.00
B22	Installation of 12" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA.	5	$16,000.00	$ 80,000.00

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BID SHEET

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP C - VALVE RELATED SERVICES					
B23	Realign valve box to grade in dirt, grass, sand or gravel (0' to 4' deep)	EA	100	$75.00	$ 7,500.00
B24	Realign valve box to grade in dirt, grass, sand or gravel (4' to 10' deep)	HOURLY[2,3]	25	$ 125.00	$ 3,125.00
B25	Realign valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$ 125.00	$ 3,125.00
B26	Realign valve box to grade in pavement (0' to 4" deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	EA	15	$ 1,200.00	$ 18,000.00
B27	Realign valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$300.00	$ 4,500.00
B28	Realign valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	15	$300.00	$ 4,500.00
B29	Raise valve box to grade in dirt, grass, sand or gravel (> 4' to 10' deep)	HOURLY[2,3]	25	$100.00	$2,500.00
B30	Raise valve box to grade in dirt, grass, sand or gravel (> 10' deep)	HOURLY[2,3]	25	$100.00	$2,500.00
B31	Raise valve box to grade in pavement (>4' to 10') includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	25	$ 100.00	$2,500.00
B32	Raise valve box to grade in pavement (>10' deep) includes permanent asphalt patch or replacement of entire "joint" if realignment is within a sidewalk	HOURLY[1,2,3]	10	$100.00	$ 1,000.00
B33	Clean out/vacuum valve box (pricing based on cleaning all of the County's valve boxes in lieu of assessment)	EA	1500	$ 20.00	$ 30,000.00
B34	Clean out valve box, where standard vacuum is not successful by digging, loosening and removing impacted debris and fill in around valve box (2 MEN AND EQUIPMENT)	EA	150	$ 150.00	$ 22,500.00
B35	Large valve repair as an hourly rate with the materials as a pass through. The hourly rate should factor in excavation equipment cost (3 MEN AND EQUIPMENT)	HOURLY[3]	100	$500.00	$ 50,000.00
B36	Small valve repair such as 2" blow off. This includes plumbing in a 2" stainless steel fitting such as a short nipple, a stainless steel 90 degree elbow or other items as may be required. Hourly rate for labor and materials will be pass through. The reason this is separate from large valves is the excavation most likely will be shallow and done manually. (2 MEN AND EQUIPMENT)	HOURLY[3]	250	$225.00	$ 56,250.00
	Exploratory excavation: Where no other accurate or cost effective means is available to discover, diagnose and recommend remediation, contractor will dig to uncover and identify cost effective options. This includes:			$	$
B37	Exploratory investigation 0' to 4' deep	HOURLY[1,2,3]	120	$ 450.00	$ 54,000.00
B38	Exploratory investigation > 4' to 10' deep	HOURLY[1,2,3]	150	$ 225.00	$ 33,750.00
B39	Exploratory investigation > 10' deep.	HOURLY[1,2,3]	50	$ 300.00	$ 15,000.00
B40	Installation of a 16" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$45,000.00	$ 90,000.00
B41	Installation of a 24" insertion valve (assume 48" bury, includes excavation, materials, backfill and compaction)	EA	2	$ 60,000.00	$ 120,000.00
Note:					
	(1) For this depth range, the permanent asphalt patch or sidewalk "joint" will be a pass-through item.				
	(2) Dewatering, trench safety, and any associated work (to be discussed beforehand to be billed as "pass through")				
	(3) For billing purposes, the hourly rate can be proportioned into increments of 15 minutes.				

BID SHEET

ITEM	DESCRIPTION	UNIT	EST. ANNUAL USAGE	UNIT PRICE	EXTENDED COST
GROUP D - FLUSHING SERVICES					
D1	Uni-Directional Flushing Services performed at a combined rate			$	$
D1a	Contractor will review the UDF sequences developed by SCES and identify the locations and quantities of valves to be opened and closed for each sequence. Contractor will charge the price agreed upon for Item B3, "valve maintenance (without GPS location) for the opening and closing of valves for each sequence.	hourly	250	$ 100.00	$ 25,000.00
D1b	Contractor will at identifed locations flow hydrants for each sequence at flush times as defined by the UDF Engineer to generate the desired flow rate and water exchange. Contractor will use hourly rate of Maintenance flushing (D2) This hourly rate only applies to the time spent by the technician to open, flush and close each hydrant.	hourly	500	$ 100.00	$ 50,000.00
D2	Maintenance Flushing Services performed at an hourly rate.	hourly	250	$ 100.00	$ 25,000.00
ITEM	**DESCRIPTION**	**UNIT**	**EST. ANNUAL USAGE**	**UNIT PRICE**	**EXTENDED COST**
GROUP E - ANCILLARY SERVICES (ADD TO ANY OF THE ABOVE HYDRANT AND/OR VALVE SCENARIOS IF APPLICABLE)					
E1	**Required use of Ductile Iron pipe in lieu of C-900 PVC pipe (cost to include any additional labor, materials, excavation, backfill and compaction)**				
E1a	6 inch	LF.	50	$ 50.00	$ 2,500.00
E1b	8 inch	LF.	50	$ 51.00	$ 2,550.00
E1c	10 inch	LF.	25	$ 80.00	$ 2,000.00
E1d	12 inch	LF.	25	$ 80.00	$ 2,000.00
E1e	14 inch	LF.	10	$ 100.00	$ 1,000.00
E1f	16 inch	LF.	50	$ 100.00	$ 5,000.00
E1g	20 inch	LF.	10	$ 300.00	$ 3,000.00
E1h	24 inch	LF.	10	$ 500.00	$ 5,000.00
E2	**Line stop services (includes materials, excavation on < 48" bury to bottom of pipe, backfill and compaction)**				
E2a	4" line stop (SS fitting)	EA.	5	$ 5,000.00	$ 25,000.00
E2b	4" line stop (epoxy fitting)	EA.	5	$ 5,000.00	$ 25,000.00
E2c	6" line stop (SS fitting)	EA.	10	$ 5,000.00	$ 50,000.00
E2d	6" line stop (epoxy fitting)	EA.	10	$ 5,000.00	$ 50,000.00
E2e	8" line stop (SS fitting)	EA.	5	$ 6,500.00	$ 32,500.00
E2f	10" line stop (SS fitting)	EA.	5	$ 7,000.00	$ 35,000.00
E2g	12" line stop (epoxy fitting)	EA.	5	$ 8,000.00	$ 40,000.00
E2h	14" line stop (epoxy fitting)	EA.	5	$ 11,000.00	$ 55,000.00
E2i	16" line stop (epoxy fitting)	EA.	5	$ 9,400.00	$ 47,000.0
E2j	20" line stop (epoxy fitting)	EA.	5	$ 14,000.00	$ 70,000.00
E2k	24" line stop (epoxy fitting)	EA.	5	$ 18,000.00	$ 90,000.00

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TITLE	FOR SIGNATURE - Piggyback Agreement - Hydrant Valve.....
FILE NAME	FINAL FOR SIGNATU...inole County .pdf
DOCUMENT ID	43338fb4892ed07e58b3cdec897f21c8930ec5a7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**02 / 07 / 2022** 13:24:44 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), R and M Service Solutions (mgeorge@rmservicesolutions.com), Ire Bethea, Sr. (ibethea@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**02 / 15 / 2022** 08:52:31 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
SIGNED	**02 / 15 / 2022** 08:57:27 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.55
VIEWED	**02 / 15 / 2022** 09:06:51 UTC-5	Viewed by R and M Service Solutions (mgeorge@rmservicesolutions.com) IP: 108.190.214.64

TITLE	FOR SIGNATURE - Piggyback Agreement - Hydrant Valve.....
FILE NAME	FINAL FOR SIGNATU...inole County .pdf
DOCUMENT ID	43338fb4892ed07e58b3cdec897f21c8930ec5a7
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**02 / 15 / 2022** 09:12:37 UTC-5	Signed by R and M Service Solutions (mgeorge@rmservicesolutions.com) IP: 96.80.106.201
VIEWED	**02 / 15 / 2022** 10:41:21 UTC-5	Viewed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
SIGNED	**02 / 15 / 2022** 10:43:24 UTC-5	Signed by Ire Bethea, Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
VIEWED	**02 / 15 / 2022** 10:47:50 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**02 / 15 / 2022** 10:47:56 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**02 / 15 / 2022** 10:47:56 UTC-5	The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/21/21

Subject: Hydrant Repair & Maintenance

Submitted By: Rusella Bowes-Johnson

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 16263) fire hydrant and valve installation, repair, and maintenance services with R & M Service Solutions LLC., utilizing a Seminole County contract with an estimated annual expenditure of $100,000

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable, Operational Excellence, Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:
The City of Ocala has more than 4,500 fire hydrants and 10,000 valves system wide, ranging from two inches to 36 inches, which must be tested, maintained, and mapped on an annual basis. This contract provides for fire hydrant flow testing, and coatings, along with valve maintenance, marking and GPS mapping for all distribution valves and hydrants.

FINDINGS AND CONCLUSIONS:
R&M Service Solutions LLC was the successful competitive bidder with Seminole County for hydrant and valve installation, repair and maintenance services and was awarded a contract December 11, 2020. The Water Resources Department would like to piggyback the contract between Seminole County and R&M Service Solutions LLC. The renewal shall begin December 22, 2021 and terminate December 10, 2023. This agreement may be renewed for up to two (2) additional, one-year periods.

R&M Service Solutions LLC is from Dade City, Florida and their experience is well documented. They have worked well with the Water Resources Department in past years and have done excellent work. Their prices are competitive as shown in the attached price comparison.

Staff recommends approval.

FISCAL IMPACT:
The FY22 budget includes funds of $100,000 in account number 455-030-300-533-53-46010 for the maintenance and repair of fire hydrants and valves.

PROCUREMENT REVIEW:
This agreement has been reviewed and is in compliance with the City's procurement policies.

LEGAL REVIEW:
The contract will be reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Deny
- Amend
- Table

SUPPORT MATERIALS:

Contract Bid packet - Seminole County (PDF)

Price Comparison (PDF)

ORIGINAL - R&M Service Solutions - Hydrant and Valve Maintenance - (Seminole County Piggyback) WRS-210986 (PDF)

Wednesday, October 20, 2021

Procurement/Contracting/P-Card Policy Exception Request Form

Approval Status Approved

Select exception type: Contract

Reason for procurement exception:

Reason for contract exception: Immediate Need

Reason for P-Card exception (temporary change)

Enter a brief description of your exception request:

Good Morning all,

Upon reviewing similar Valve & Hydrant maintenance contracts ,Water resources would like to move froward with piggybacking of R&M solutions Seminole County contract . Currently Water Resources is under staffed by 40% and cannot keep up with its current workload. Please review and let me know if there are any issues.

Thank you,

Stacey Ferrante

Manager, Water Resources Infrastructure Maint.

Engineering and Water Resources

Office 352-351-6652

Fax 352-351-6718

Sferrante@ocalafl.org

Attach all documents related to the exception that can assist the Contracting Officer's decision.

- Awarded Vendors Cost Comp....pdf
- Contract Bid packet - Semino....pdf
- IFB-603974-20 CAR - Cost C... .xlsx

Department	(WRS) WATER RESOURCES
Requestor Name	Stacey Ferrante
Requestor Email	sferrante@Ocalafl.org
Phone number	(352) 351-6652
Courtesy Copy Email 1	
Courtesy Copy Email 2	
Who authorized requesting this exception?	Rusella Bowes-Johnson

Approval Activity History

Actor	Actions	Date
Tiffany Kimball tkimball @ocalafl .org	Approve Thank you for the analysis between the awarded vendors and our expected line item and quantity use of this contract, which I attached to this request. This contract and bid is approved to use R&M. Please remember at this expenditure, you will need to calendar this for a council agenda.	Monday, October 25, 2021
Notification	Email sent. (Your policy exception has been approved.) sferrante@Ocalafl.org,tkimball@ocalafl.org,cmfitsemons@ocalafl .org	Monday, October 25, 2021

File #: 2024-0160 Agenda Item #: 8e.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve continued use of the piggyback agreement with Engineered Sprayed Solutions, LLC for manhole rehabilitation coating services with an estimated expenditure amount of $300,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
Hydrogen sulfide ("H2S") is a colorless gas generated in the sewer systems. Over time, this gas causes safety and maintenance problems including odors and corrosion. The corrosive nature of H2S compromises the integrity of the manholes by deteriorating the protective coating and exposing the concrete structure. This project consists of the preparation and installation of polyurethane coatings to protect the manholes' concrete structures with a life expectancy of 15 years.

Engineered Sprayed Solutions, LLC ("ESS") was the successful bidder under Sarasota County's competitive solicitation for manhole and lift station rehabilitation services and was awarded a contract on June 3, 2020. The contract awarded to ESS by Sarasota County, Contract No. 2020-435, was effective for an initial term of three years through June 3, 2023 (the "Sarasota County Agreement"). The Sarasota County Agreement offers two additional one-year renewal periods.

On April 6, 2021, City Council approved Water Resource's piggyback of the Sarasota Agreement with Engineered Sprayed Solutions, LLC to perform these services ("Contract No.: WRS/210309"). Fully executed on May 13, 2021, Contract No.: WRS/210309 was approved at an initial aggregate expenditure amount of $300,000 for an initial term expiring on June 3, 2023. On June 8, 2022, City Council approved an additional $355,000 in expenditures to cover work anticipated through June 3, 2023. A total of $623,512.70 was

expended under WRS/210309 during the initial term of May 13, 2021 through June 3, 2023.

FINDINGS AND CONCLUSIONS:
Sarasota County exercised the first of two available renewal periods on May 24, 2023, thereby extending the term of the underlying Sarasota County Agreement through June 2, 2024. Staff now seeks approval for continued use of its piggyback agreement with Engineered Sprayed Solutions, LLC, as well as approval to add an additional $300,000 to cover necessary services through June 2, 2024.

The Water Resources Engineering Division recommends the use of a manhole coating system to maintain serviceability conditions and prolong the service life of the manholes. ESS offers a polyurethane coating product which meets the City of Ocala Standard Specifications for Construction.

Staff recommends approval.

FISCAL IMPACT:
Funding is available in FY24 in the amount of $150,000 in account string 455-030-300-535-53-46010 and $150,000 in account string 455-030-303-535-53-46010.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
The underlying contract was reviewed and approved for form and legality by former City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

DocuSign Envelope ID: 70670A7F-247D-4C1B-BCDD-4D4BA346F5EC

Sarasota County

May 24, 2023

Engineered Spray Solutions, LLC
Attn: Jim Collier
1306 Banana Rd
Lakeland, FL 33810
jcollier@ess-1.net

VIA: DocuSign and/or Email

RE: Amendment No. 1 to County Contract No. 2020-435 for the Unit Price Contract for Manhole & Structures Rehab

Dear Mr. Collier,

Pursuant to Section III of the Contract, upon written agreement of both parties this Contract may be renewed for a period of one (1) year. Upon execution below by your authorized representative, this letter will serve as written agreement that the Contract has been renewed, and no additional documentation will be required. The Contract renewal is effective June 3, 2023 through June 2, 2024.

For services provided pursuant to this renewal the County shall pay the Contractor in accordance with the terms and conditions of the Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.

Please have an authorized representative indicate your acceptance by signing below. This letter must be executed and returned no later than June 2, 2023. Insurance certificates covering the renewal period should be forwarded to the Administrative Agent, Susan Raines at sraines@scgov.net. Please contact the Administrative Agent with any questions or concerns.

Sincerely,

DocuSigned by:
Jennifer Slusarz
F0DBDBDAE6A341C...
Jennifer Slusarz, CPPB, CPPO
Procurement Official

AGREED AND ACCEPTED
Engineered Spray Solutions, LLC

DocuSigned by:
By: _____
3E2D881879D34FA...

Name: Jim Collier

Title: Managing Member/Manager (LLC)

Date: 06-08-2023

Cc: Susan Raines, Administrative Agent
Roger Feeley, Contracts Manager

COOPERATIVE PURCHASING AGREEMENT TO PROVIDE MATERIALS, SERVICES, AND LABOR FOR CITY SEWER INFRASTRUCTURE REHABILITATION PROJECT

THIS COOPERATIVE PURCHASING AGREEMENT TO PROVIDE CONTINUUM® SOFTWARE, MAINTENANCE, AND SUPPORT SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ENGINEERED SPRAYED SOLUTIONS, LLC**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 47-4517008) ("Contractor").

RECITALS:

WHEREAS, after a competitive procurement process Sarasota County, Florida, entered into a Unit Price Contract with Engineered Sprayed Solutions, LLC, to purchase labor, services, and materials for its manhole and structures rehabilitation project (the "Sarasota 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 its sewer infrastructure rehabilitation project pursuant to essentially the same terms and conditions provided under the Sarasota County Agreement, as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Sarasota County Agreement to City, subject to the terms and conditions of this Piggyback Agreement.

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

TERMS OF AGREEMENT:

1. **RECITALS**. City and Contractor 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 meanings specified below:

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A. **Piggyback Agreement**: shall mean this Cooperative Purchasing Agreement to Provide Materials, Services, and Labor for City Sewer Infrastructure Rehabilitation Project as it may from time to time be amended or modified pursuant to its terms and provisions.

B. **Sarasota County Agreement**: – shall mean the Purchase Agreement between Sarasota County and Engineered Sprayed Solutions, LLC, dated June 3, 2020, and its exhibits, attached hereto as **Exhibit A – Sarasota County Agreement** and incorporated herein by reference.

3. **INCORPORATION OF SARASOTA COUNTY AGREEMENT**. The Sarasota 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 Sarasota 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. **AMENDED TERMS AND CONDITIONS**. The following terms and conditions of the Sarasota County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "Sarasota County," "County," "Sarasota County Government," "Board of County Commissioners," "Clerk of the Circuit Court," and "County's Administrative Agent" shall be replaced and intended to refer to the "City of Ocala."

B. **SECTION III(C). TERM**. This Agreement shall become effective and commence on the date of full execution by both parties and continue in effect for a term of **THREE (3) YEARS** thereafter. This Agreement may be renewed for up to **TWO (2)** additional **ONE YEAR (1-Year)** periods upon the written consent of both parties. Any Work assignment commenced prior to the expiration of the term, or any renewal of this Agreement, may be completed after the expiration of the term, provided that the Work Assignment and any extension thereof is authorized by the City Project Manager in advance. In such event, the Agreement shall extend and shall be deemed to have the same termination date as the Work Assignment.

C. **SECTION XVII. NOTICE PROVISION**. The information for "Contractor Representative" and "County's Administrative Agent" are hereby replaced as follows. All other terms under Section XVII remain unchanged:

If to Contractor: Jim Collier, Project Manager/Estimator
Engineered Sprayed Solutions, LLC
1306 Banana Road
Lakeland, Florida 33810
Phone: 863-577-4821
Email: jcollier@ess-1.net

If to City: City of Ocala
Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8366 Facsimile: 352-690-2025
Email: tkimball@ocalafl.org

Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Batsel, Anderson & Phalen, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
Email: rbatsel@ocalalaw.com

D. **SECTION XVIII TERMINATION**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

1. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any

obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

a) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
b) Contractor provides material that does not meet the specifications of the Agreement;
c) Contractor fails to complete the work required within the time stipulated in the Agreement; or
d) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.

2. **Contractor's Opportunity to Cure Default**. City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
3. **City's Remedies Upon Contractor Default**. In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
    a) City shall be entitled to terminate this Agreement without further notice;
    b) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
    c) City shall be entitled to recover from Contractor all damages, costs, and attorney 's fees arising from Contractor's default prior to termination; and

d) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

4. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

E. **SECTION XIII(B) DISPUTE RESOLUTION**. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Marion County, Florida, with the parties sharing equally in the cost of such mediation.

F. **SECTION XXVII LOCAL HIRING INITIATIVE**. [deleted]

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

5. **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

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(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.

6. **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.
7. **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
8. **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

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in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

9. **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.
10. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument .
11. **ELECTRONIC SIGNATURE(S).** Contractor, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on 05 / 12 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Justin Grabelle
City Council President

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.

ENGINEERED SPRAYED SOLUTIONS, LLC

By: Jim Collier, Project Manager
(Printed Name)

Title: Project Manager/Authorized Representative
(VP or Higher)

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Contract No. 2020-435
Date: 6/3/2020

UNIT PRICE CONTRACT

This Contract is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Engineered Sprayed Solutions, LLC**, a Florida limited liability company, hereinafter referred to as "Contractor".

WITNESSETH:

The County and Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

BOARD RECORDS
FILED FOR THE RECORD
2020 JUN 9 AM 11:16
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

I. **Materials, Services and Labor:** Contractor shall furnish all the labor, services and materials for the **Manhole and Structures Rehabilitation Polyurethane Coating Method Category, Bid# 201918KW.** All work and labor shall be done in accordance with the Contract Documents.

II. **Assignment of Work:**

A. Contractor shall be engaged to perform a specific project through the issuance of a Work Assignment.

1. Work Assignments may include line items that are not included in the Unit Price Schedule, attached hereto and incorporated herein as Exhibit A, provided the cumulative cost of those non-competed items do not exceed 25% of the total Work Assignment or $50,000.00, whichever is less. Pricing for non-competed line items will be negotiated between the County and the Contractor.

B. If Contractor declines five Work Assignments within a twelve-month period, the Contract may be terminated at the sole discretion of the County.

C. The total cost of an individual Work Assignment inclusive of all negotiated line items and County authorized contingency shall not exceed the threshold as established by §255.20, F.S.

III. **Work Assignment Pricing; Term; Non-Appropriations:**

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.

B. The amount for each Work Assignment shall be calculated based upon the extended line item prices set forth in the Unit Price Schedule plus non-

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competed items, if any. Contractor acknowledges and agrees that no minimum amount of work or payment is guaranteed under this Contract.

C. This Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for a period of three years. Thereafter, the Contract may be renewed for two additional successive one-year periods, subject to written agreement by both parties. Any Work Assignment commenced prior to the expiration of the term or any renewal of this Contract may be completed after the expiration date, provided that the Work Assignment and any extension thereof is authorized in accordance with the County Procurement Manual. In such event, the Contract shall extend and shall be deemed to have the same completion date as the Work Assignment.

D. The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. **Contract Documents:** The Contract Documents, together with the Contract comprise the entire agreement between County and Contractor and which are made a part hereof by this reference, consist of the following:

A. Solicitation and any addenda

B. General Conditions

C. Supplemental General and Special Conditions, if any

D. Technical Specifications

E. All Work Assignments inclusive of Project Drawings, Specifications and addenda

F. Work Assignment Purchase Orders

G. Work Assignment Notice(s) to Proceed

H. All Contract Modifications

In the event of any conflict among or between Contract Documents, if possible, the conflicting provisions shall be interpreted as a whole in such a way as to carry out the intent of the Contract. If not possible, the order of precedence set forth in General Conditions shall control.

V. **Performance and Payment Bond:** A Performance and Payment Bond will be required on Work Assignments having a total of $200,000 or more. A bond may be required on Work Assignments in lesser amounts. If required, the Contractor shall furnish to the County, prior to the commencement of operations under the applicable Work Assignment, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the Work

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Assignment price, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The County shall reimburse the Contractor for the actual cost of the Performance and Payment Bond whose cost shall be delineated on the Work Assignment form as a separate line item or included in another line item as noted. The County will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'B+' (Very Good) or better. Any such bond shall be provided by the Contractor to the County prior to issuance of a Work Assignment.

VI. **Insurance:** Contractor shall procure and maintain insurance as specified in Exhibit B, Insurance Requirements, attached hereto and made a part of this Contract.

VII. **Contractor's Affidavit:** When all Work required by the Work Assignment and contemplated by the Contract as to each Work Assignment, has been completed, inspected, and approved by the County or its duly authorized agent, the Contractor shall furnish to the County the Contractor's affidavit in a form approved by the County. Release(s) of Lien may also be required by the County at its option.

VIII. **Payment:**

A. Upon certification and approval by the County or its duly authorized agent, monthly payments will be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract Documents during the invoice period. Prior to Substantial Completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application, less a retainage amount, as specified in the General Conditions, 13.5, Retainage. Final payment shall be made as provided in the General Condition, 13.12, Final Payment.

B. Monthly payment applications shall be submitted each month on the anniversary date of the Notice to Proceed, or a date agreed to by both parties.

C. Monthly payment applications for less than $200.00 are not acceptable and will not be processed, except for the final payment application.

IX. **Invoicing:**

A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's payment application and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with the Contract Documents. All payment applications must be

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submitted in a form satisfactory to the Clerk of Court, who initiates disbursements.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order. Invoices must contain the purchase order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the Contractor for correction and resubmission. Contractor shall not perform any service or provide products until it has been issued a purchase order number.

X. Time for Performance:

A. Time is of the essence in the performance of all Work under this Contract and Work Assignments. The Contractor specifically agrees that the time for completion of a Work Assignment shall begin on the date specified on the County-issued Notice to Proceed.

B. Contractor also agrees no work will begin prior to such date, and that all work to be performed under the provisions of the Work Assignment shall be completed to Substantial Completion within the time frame specified in each individual Work Assignment, plus an additional 30 calendar days after receipt of the deficiency list for Final Acceptance, subject only to delays caused by Force Majeure or approved Contract Modifications.

XI. Liability of the Contractor: Pursuant to §725.06(2), F.S., the Contractor shall indemnify and hold harmless Sarasota County Government from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

This Section of the Contract will survive the completion or termination of the Contract.

XII. Liquidated Damages: The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the County for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in the Work Assignment documents exceeds the time(s) allowed therefore, shall be the amount(s) per day as stipulated in the Work Assignment, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not

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difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein as specified in the Work Assignment(s). The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion for each individual Work Assignment is delayed beyond the required date of Substantial Completion shall be negotiated at the time of the Work Assignment between the Administrative Agent and the Contractor. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance for each individual Work Assignment is delayed beyond the required date of Final Acceptance shall be 25% of the Substantial Completion amount.

XIII. Contractor's Representations for Work Assignments; Contractor makes the following representations regarding each Work Assignment:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of work.

B. Contractor has investigated and is fully informed of construction and labor conditions, potential obstructions to be encountered, character, quality, and quantities of work to be performed, materials to be furnished, and requirements of the plans where supplied in the Contract Documents.

C. Contractor has given County written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract and the written resolution thereof by County is acceptable to the Contractor.

XIV. Contractor's Representations for the Contract:

A. Contractor declares that submission of a bid for the work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Solicitation.

B. Contractor represents that Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

C. Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

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XV. **Public Entity Crimes**: Pursuant to §287.133(3)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

XVI. **Independent Contractor:** The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

XVII. **Notice Provision:** Any notices of default or termination shall be sent by the parties via hand delivery, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any Contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed IFCAs (Interim Field Change Agreement) and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via email, or U.S. mail, postage prepaid, addressed as follows.

Contractor Representative:		**County's Administrative Agent:**	
Name	Jim Collier	**Name**	Lori Crick
Title	Project Manager/Estimator	**Title**	Business Professional III
Address	1306 Banana Road Lakeland, FL 33810	**Address**	1001 Sarasota Center Blvd Sarasota, FL 34240
Phone	(863) 577-4821	**Phone**	941-275-9192

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E-mail	jcollier@ess-1.net	**E-mail**	lcrick@scgov.net

XVIII. Termination: Termination of the Contract, for either Cause or for Convenience shall be, as stated in General Conditions, Article 6.0, County's Rights. The County reserves the right to terminate any Work Assignment without terminating the Contract or any other uncompleted Work Assignments.

XIX. Waivers: Failure to insist on strict performance of any covenant, condition, or provision of this Contract by a party, its successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XX. Modifications: This Contract may be modified only by instrument in writing and signed by the parties.

XXI. Counterparts: This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XXII. No Third Party Rights: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXIII. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXIV. Access to Records: The Contractor shall maintain books, records, documents, and other materials ("Records") directly pertaining to or connected with the services performed under this Contract. Such Records shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such Records shall be retained for a minimum of ten (10) County fiscal years (October 1-September 30) after completion of the Contract.

XXV. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Contract.

XXVI. Dispute Resolution:

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

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B. In the event of a dispute or claim arising out of this Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation.

D. Any dispute, action or proceeding arising out of or related to this Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Contract.

F. This Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XXVII. Local Hiring Initiative: In accordance with Sarasota County's Local Hiring Initiative Resolution No. 2013-127, Contractor is encouraged to work with CareerSource Suncoast, or any other agency designated by the State of Florida as a workforce development agency, to increase employment opportunities for local residents. Local residents are defined as residents of Sarasota County, but that definition may be expanded to include Manatee and Charlotte Counties if the requisite skill-set is not available in Sarasota County. Resolution No. 2013-127 establishes an aspirational goal for contractors and subcontractors to hire 15% minimum local residents as the new hires for construction and construction related projects.

The Contractor is hereby required to include the completed Local Hiring Initiative Participation Form as part of the monthly pay requests.

XXVIII. Scrutinized Companies: §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of

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$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XXIX. Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236

Phone: 941-861-5886
Email: publicrecords@scgov.net

XXX. Entire Contract: This Contract constitutes the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of the Contract. The Contractor recognizes that any representations, statements, or negotiations made by County representatives do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing and signed by an authorized County representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

WITNESS:

Signed By: Melissa Kimball

Print Name: Melissa Kimball

Engineered Sprayed Solutions, LLC:

Signed By: [signature]

Print Name: LEWIS G. COLLIER

Title: OWNER / MGR

Date: 5-15-2020

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: [signature]
Chair

Date: 6/3/2020

ATTEST:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

By: [signature]
Deputy Clerk

Approved as to form and correctness:

By: [signature]
County Attorney CBM

EXHIBIT A
UNIT PRICE SCHEDULE

COATING METHOD - POLYURETHANE			
UNIT PRICE CONTRACT FOR MANHOLE &			
STRUCTURES REHABILITATION, BID #201918KW			
Item No.	**Description**	**Unit**	**Unit Price($)**
A - MANHOLE & STRUCTURES COATING - POLYURETHANE			
1	Polyurethane Resin Based Coating 48" Diameter 1/8" Minimum Thickness	VF	$226.00
2	Polyurethane Resin Based Coating 48" Diameter 1/4" Minimum Thickness	VF	$251.00
3	Polyurethane Resin Based Coating 48" Diameter 1/2" Minimum Thickness	VF	$314.00
4	Polyurethane Resin Based Coating 48" Diameter 1" Minimum Thickness	VF	$502.00
5	Polyurethane Resin Based Coating 60" Diameter 1/8" Minimum Thickness	VF	$283.00
6	Polyurethane Resin Based Coating 60" Diameter 1/4" Minimum Thickness	VF	$314.00
7	Polyurethane Resin Based Coating 60" Diameter 1/2" Minimum Thickness	VF	$392.00
8	Polyurethane Resin Based Coating 60" Diameter 1" Minimum Thickness	VF	$628.00
9	Structure Polyurethane Resin Based Coating 1/8" Minimum Thickness	SF	$19.00
10	Structure Polyurethane Resin Based Coating 1/4" Minimum Thickness	SF	$21.00
11	Structure Polyurethane Resin Based Coating 1/2" Minimum Thickness	SF	$26.00
12	Structure Polyurethane Resin Based Coating 1" Minimum Thickness	SF	$40.00
B - MANHOLE & STRUCTURES REPAIR			
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T- Lock or Similar Liner)	SF	$9.00
14	Removal of Existing Manhole or Wetwell T-Lock or Similar Lining System	SF	$22.00
15	Patching & Profiling - Cementitious Grout Only	SF	$12.00
16	Infiltration Control - Cementitious or Chemical Grout	GAL	$125.00
17	Bonding Compound	GAL	$55.00
18	Bench and Invert Channel Repair	LF	$150.00
19	Chimney Repairs	VF	$150.00
20	Chimney Replacement	VF	$675.00
21	Manhole Rim & Cover Replacement - Paved Areas	EA	$1,150.00
22	Manhole Rim & Cover Replacement - Grassed Areas	EA	$950.00

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EXHIBIT A
UNIT PRICE SCHEDULE

COATING METHOD - POLYURETHANE			
UNIT PRICE CONTRACT FOR MANHOLE &			
STRUCTURES REHABILITATION, BID #201918KW			
Item No.	**Description**	**Unit**	**Unit Price($)**
23	Seam Extrusion Welding	LF	$300.00
24	Fusion Welding of Pipe Boot	EA	$900.00
25	Install Rain Water Protector	EA	$110.00
C - CLEANING, TELEVISING AND ASSESSMENT			
26	Cleaning Manholes	EA	$150.00
27	Cleaning Structures	EA	$1,000.00
28	Televising (USB)/Photographs(USB) Manholes	EA	$75.00
29	Televising (USB)/Photographs(USB) Structures	EA	$300.00
30	GPS Mapping of County Requested Manholes	EA	$150.00
D - ANCILLARY SERVICES			
31	Bypass Pumping - 4" Pump	DAY	$2,500.00
32	Bypass Pumping - 6" Pump	DAY	$2,900.00
33	Bypass Pumping - 8" Pump	DAY	$3,900.00
34	Bypass Pumper Truck	HOUR	$290.00
35	Bypass Vac-Truck	HOUR	$290.00
36	Maintenance of Traffic (MOT) - Arterial	EA	$1,250.00
37	Maintenance of Traffic (MOT) - FDOT	EA	$1,500.00
38	Emergency Mobilization	EA	$750.00

Doc ID: 8c84b1609128e7bc2d805f9d174e339200eb56

EXHIBIT B
INSURANCE REQUIREMENTS

For purposes of this Exhibit B, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Doc ID: 8888a1064952247ac2ab5778f4d3724833f2f0e856

EXHIBIT B
INSURANCE REQUIREMENTS

A. WORKERS' COMPENSATION: Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of $500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

B. COMMERCIAL GENERAL LIABILITY: Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than $1,000,000.00 each occurrence, $2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

C. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability with limits not less than $1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

D. UMBRELLA/EXCESS LIABILITY: Contractor agrees to maintain Umbrella or Excess Liability with limits not less than $2,000,000.00 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

E. POLLUTION LIABILITY: Contractor shall maintain Pollution Liability coverage with limits not less than $1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide

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evidence showing Contractor has obtained a two year extended reporting period endorsement.

F. <u>BUILDERS RISK:</u> Contractor shall maintain, at Contractor's expense, and keep in force during the term of this Contract, Builder's Risk insurance on an all risks of direct physical loss basis, including without limitation, earth movement, flood and windstorm, for an amount equal to the full Contract Amount plus all subsequent change orders on a replacement cost basis. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit.

a. Such insurance shall be maintained until final payment has been made or until no other person or entity, other than the County has an insurable interest in the property required to be covered.

b. Policy shall be endorsed such that the insurance shall not be cancelled or lapse because of any partial use or occupancy of the County.

c. Sarasota County Government, the Contractor and its subcontractors shall be included as Insureds on the policy.

d. Waiver of subrogation is to apply against all parties named as Insureds, but only to the extent the loss is covered.

e. Contractor is responsible for the payment of all policy deductibles. Maximum deductible amounts shall not be greater than $25,000 except for perils of earthquake, flood and windstorm, unless otherwise approved by the County.

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURE: Piggyback Contract for Sewer Rehab projects
FILE NAME	FOR SIGNATURES - ...ty Sewer Infr.pdf
DOCUMENT ID	8c84b1609128e7bc2d80519f9d174e339200eb56
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**04 / 28 / 2021** 18:36:12 UTC-5	Sent for signature to Jim Collier, Project Manager (jcollier@ess-1.net) and Rob Batsel, Esquire (rbatsel@ocalalaw.com) from tkimball@ocalafl.org IP: 216.255.240.104
VIEWED	**04 / 29 / 2021** 10:37:33 UTC-5	Viewed by Jim Collier, Project Manager (jcollier@ess-1.net) IP: 97.78.136.234
SIGNED	**04 / 29 / 2021** 11:01:03 UTC-5	Signed by Jim Collier, Project Manager (jcollier@ess-1.net) IP: 97.78.136.234
VIEWED	**04 / 30 / 2021** 11:40:54 UTC-5	Viewed by Rob Batsel, Esquire (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**04 / 30 / 2021** 13:03:15 UTC-5	Signed by Rob Batsel, Esquire (rbatsel@ocalalaw.com) IP: 216.255.247.51
COMPLETED	**04 / 30 / 2021** 13:03:15 UTC-5	The document has been completed.

TITLE	FOR COUNCIL SIGNATURE - Piggyback Agreement to Provide.....
FILE NAME	FOR COUNCIL SIGNA...or for City S.pdf
DOCUMENT ID	83d8a0e4a50217ac2abad7d443c236a1af0efe83
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**05 / 04 / 2021** 17:36:56 UTC-5	Sent for signature to Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**05 / 12 / 2021** 21:15:24 UTC-5	Viewed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81
SIGNED	**05 / 12 / 2021** 21:15:38 UTC-5	Signed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81
VIEWED	**05 / 13 / 2021** 08:50:06 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**05 / 13 / 2021** 08:50:58 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**05 / 13 / 2021** 08:50:58 UTC-5	The document has been completed.

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Ocala

Item Details

File Number: 2022-0948

ID #:	2022-0948	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Placement:**	8	**In Control:**	City Council
				File Created:	06/08/2022
Presented By: :				**Final Action:**	

rmal Title: Approve increased funding on the Engineered Spray Solutions, LLC piggyback contract for manhole rehabilitation coating for an additional $355,000

Internal Notes:

Target Meeting: 06/21/2022

Agenda Number: 8f.

Sponsors:

Enactment Date:

Attachments: FULLY EXECUTED_Contract 210309_Piggyback Agreement_City Sewer Infrastructure Rehabilitation Proj, ENGINEERED SPRAY SOLUTIONS_PRICE SCHEDULE_CONTRACT 210309, EngineeredSprayedSolutionsPiggyback_CouncilReport_4-6-2021

Enactment Number:

:ommendation:

Hearing Date: 06/21/2022

Entered by: ecole@ocalafl.org

Effective Date:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	6/8/2022	Rusella Bowes-Johnson	Approve	6/10/2022
1	2	6/9/2022	Marie Brooks	Approve	6/10/2022
1	3	6/9/2022	Sean Lanier	Approve	6/13/2022
1	4	6/9/2022	Tammi Haslam	Approve	6/13/2022
Notes:	removed duplicate word "coating" in findings				
1	5	6/13/2022	Corrin Fitsemons	Approve	6/13/2022
Notes:	Procurement review complete. Minor language changes to the title and findings. CF				
1	6	6/14/2022	Daphne Robinson	Approve	6/15/2022
Notes:	Approved.				
1	7	6/15/2022	Ken Whitehead	Approve	6/16/2022
1	8	6/15/2022	Jeannine Robbins	Approve	6/17/2022
1	9	6/16/2022	Peter Lee	Approve	6/17/2022

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2022	Approved				Pass

Action Text:

Notes: Council Member Dreyer questioned if the City adheres to all terms in the Piggyback contract. Assistant City Attorney Gilligan explained how the City has a form piggyback agreement which staff would use to remove items that do not apply. For example, the Procurement Department would amend an agreement to say the venue location is Marion County Florida instead of the original location. As well, he noted the City is generally onlypiggybacking on the price; quantities would be updated.

Council Member Dreyer questioned the language about scrutinized companies within the piggyback contract and asked if it was required. Assistant City Attorney Gilligan responded no, the Florida Statutes does not require the list to be included in the contract. Furthermore, Council can choose to have the language removed from the contract.

Procurement & Contracting Officer Daphne Robinson stated Florida Statute 287.135 (sub-paragraph 2a) prohibits a company from bidding or being awarded a contract for goods/services if they are listed on the scrutinized companies list. The provision was adopted by the underlining agreement into the contract, and the City adopted the Piggyback. To note, the provision exists on the City solicitations website, Bid Ocala.

City Engineer/Director of Water Resources Sean Lanier stated the City is adding funding to the existing Piggyback.

Council Member Hilty asked if the City has any liability. Assistant City Attorney Gilligan explained how the City is not liable. The Florida Statute 287.135 (sub-paragraph 2a) prohibits the City from contracting with companies who are boycotting Israel.

Ms. Robinson stated all exclusions from the underlining agreement are listed in Section 4 of the Piggyback Agreement.

Council Member Mansfield asked if the City is receiving the best price. Mr. Lanier explained how the City shopped around for the best prices. Currently, the City is under contract, and they are requesting Council approval to add additional funding.

Assistant City Attorney Gilligan explained how the City tests the market to determine the best price.

Council President Bethea favors shopping around for the best price.

Mr. Lanier explained how the City evaluates piggyback pricing for different sectors/services.

Assistant City Attorney Gilligan spoke on how “widget” contracts, such as for lumber or steel, are easy for piggybacking. To note, the Procurement Department assists in evaluating professional services contracts, which can be more subjective.

There being no further discussion the motion carried by roll call vote.

Aye: 5 Pro Tem Hilty Sr, Council Member Dreyer, Council Member Mansfield, Council Member Musleh, and Council President Bethea Sr

Text of Legislative File 2022-0948

Approve increased funding on the Engineered Spray Solutions, LLC piggyback contract for manhole rehabilitation coating for an additional $355,000

BACKGROUND:

Hydrogen sulfide (H2S) is a colorless gas generated in the sewer system. Over time, this gas causes safety and maintenance problems including odors and corrosion. The corrosive nature of H2S compromises the integrity of the manholes by deteriorating the protective coating and exposing the concrete structure. This project consists of the preparation and installation of polyurethane coatings to protect the manholes concrete structures with a life expectancy of 15 years. The City of Ocala entered into a piggyback agreement with Engineered Spray Solutions, LLC on April 6, 2021, to perform this service. When it was approved by City Council, the approved expenditure as stated in the Council Report was not to exceed $300,000.

FINDINGS AND CONCLUSIONS:

- This agenda item is to increase the total expenditures with Engineered Spray Solutions in the amount of $55,000 for FY22 and add funds in the amount of $300,000 to cover FY23 repairs from October 2022 through the expiration of the initial piggyback contract period of June 3, 2023.
- The total expenditures for the initial contract period of 4/6/21 through 6/03/23 will be approximately $655,000.
- Staff recommends approval.

FISCAL IMPACT:

Funds are available in FY22 and FY23 in both Water Resources accounts 455-030-300-535-53-46010 and 455-030-303-535-53-46010 to cover these repairs.

PROCUREMENT REVIEW:

The underlying agreement is in compliance with the City's procurement policy.

LEGAL REVIEW:

The underlying contract has been reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Approve
- Deny
- Table

SUPPORT MATERIALS:

Piggyback Agreement Engineered Sprayed Solutions, LLC (PDF)
Price Sheets
Council Agenda Item from 4-6-21 Meeting
Presentation By: Sean Lanier

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 04/06/21

Subject: Engineered Sprayed Solutions, LLC Contract

Submitted By: Rusella Bowes-Johnson

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 15553) piggyback contract with Sarasota County to Engineered Spray Solutions, LLC for manhole rehabilitation coating in the amount not to exceed $300,000

OCALA'S RELEVANT STRATEGIC GOALS: Operational Excellence, Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

Hydrogen sulfide (H2S) is a colorless gas generated in the sewer systems. Over time, this gas causes safety and maintenance problems including odors and corrosion. The corrosive nature of H2S compromises the integrity of the manholes by deteriorating the protective coating and exposing the concrete structure. This project consists of the preparation and installation of polyurethane coating coatings to protect the manholes concrete structures with a life expectancy of 15 years.

FINDINGS AND CONCLUSIONS:

- The Water Resources Engineering Division recommends the use of a manhole coating system to maintain serviceability conditions and prolong the service life of the manholes.
- Engineered Spray Solutions, LLC offers a polyurethane coating product which meets the City of Ocala Standard Specifications for construction.
- After being the successful bidder for manholes and lift station rehabilitation, Engineered Spray Solutions was awarded a contract (Contract No. 2020-435) with Sarasota County on 06/03/2020.
- The term of the piggyback agreement between the City of Ocala and Engineered Spray Solutions shall commence upon signature of the agreement and terminate March of 2024 and shall include labor, services and materials.
- Staff recommends approval.

FISCAL IMPACT:

There are sufficient funds available in the following FY 2021 Water Resources accounts: 455-030-300-535-53-46010 ($150,000); and 455-030-303-535-53-46010 ($150,000).

PROCUREMENT REVIEW:

This purchase has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:

The contract has been reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:

- Approve
- Deny
- Table

SUPPORT MATERIALS:

Piggyback Agreement Engineered Sprayed Solutions LLC (PDF)

File #: 2024-0213 Agenda Item #: 8f.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve expenditures for utility services provided by Duke Energy, Inc. for Fiscal Year 2023-24 with an estimated annual expenditure of $140,000

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City of Ocala Water Resources Department utilizes Duke Energy, Inc. (Duke) for electric services at various lift stations, the Perry Sprayfield in Belleview, and automated meter reading (AMR) locations throughout the City.

FINDINGS AND CONCLUSIONS:
Fiscal Year 2021-2022 expenditures for electrical services totaled $75,253.88. Expenditures for Fiscal Year 2022-2023 totaled $95,500.34 due to increasing utility costs. Staff projects that expenditures for Fiscal Year 2023-2024 will total $140,000. Expenditures will be tracked under Contract No.: WRS/240111.

Staff recommends approval.

FISCAL IMPACT:
Fiscal Year 2023-24 funds for the yearly operating expenses are budgeted in the following account strings:

455-030-300-533-53-43010	$5,000
455-030-303-535-53-43010	$20,000
455-030-305-535-53-43010	$115,000

PROCUREMENT REVIEW:

Purchases for services from a utility whose rates are determined and controlled by a public services commission or other governmental authority, to include electricity, natural gas, water, cable, and telephone services are exempted from competition under the City's Procurement Policy.

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	10/18/2021	15.64	15.64
2022	10/18/2021	15.64	15.64
2022	10/18/2021	15.64	15.64
2022	10/18/2021	15.64	15.64
2022	10/18/2021	28.69	28.69
2022	10/27/2021	288.32	288.32
2022	10/26/2021	16.70	16.70
2022	10/26/2021	15.64	15.64
2022	10/26/2021	15.64	15.64
2022	10/26/2021	16.70	16.70
2022	10/26/2021	23.40	23.40
2022	10/26/2021	16.70	16.70
2022	10/26/2021	16.70	16.70
2022	10/26/2021	16.70	16.70
2022	10/26/2021	15.64	15.64
2022	10/26/2021	16.70	16.70
2022	10/26/2021	16.70	16.70
2022	10/26/2021	139.31	139.31
2022	10/26/2021	16.70	16.70
2022	10/19/2021	5,237.76	5,237.76
2022	10/19/2021	74.89	74.89
2022	10/27/2021	52.10	52.10
2022	11/12/2021	16.71	16.71
2022	11/12/2021	16.71	16.71
2022	11/19/2021	28.58	28.58
2022	11/24/2021	50.18	50.18
2022	11/19/2021	15.64	15.64
2022	11/19/2021	15.64	15.64
2022	11/19/2021	15.90	15.90
2022	11/19/2021	15.64	15.64
2022	12/02/2021	16.71	16.71
2022	12/02/2021	16.71	16.71
2022	12/02/2021	16.71	16.71
2022	12/02/2021	16.71	16.71
2022	12/02/2021	16.71	16.71
2022	12/02/2021	15.64	15.64
2022	12/02/2021	16.71	16.71
2022	12/02/2021	15.64	15.64
2022	12/02/2021	16.71	16.71
2022	12/02/2021	15.64	15.64
2022	12/02/2021	16.84	16.84
2022	12/03/2021	46.90	46.90
2022	12/03/2021	312.43	312.43
2022	12/02/2021	23.67	23.67
2022	12/02/2021	148.61	148.61
2022	12/07/2021	33.42	33.42

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	12/07/2021	33.42	33.42
2022	12/21/2021	5,151.77	5,151.77
2022	12/21/2021	15.64	15.64
2022	12/21/2021	15.64	15.64
2022	12/21/2021	15.64	15.64
2022	12/21/2021	15.64	15.64
2022	12/21/2021	28.07	28.07
2022	12/27/2021	5,096.76	5,096.76
2022	12/27/2021	54.93	54.93
2022	12/31/2021	16.71	16.71
2022	12/31/2021	16.71	16.71
2022	12/31/2021	16.84	16.84
2022	12/31/2021	16.71	16.71
2022	12/31/2021	16.71	16.71
2022	12/31/2021	16.71	16.71
2022	12/31/2021	15.64	15.64
2022	12/31/2021	15.64	15.64
2022	12/31/2021	16.71	16.71
2022	12/31/2021	15.64	15.64
2022	12/31/2021	16.71	16.71
2022	12/31/2021	137.12	137.12
2022	12/31/2021	23.82	23.82
2022	01/10/2022	15.77	15.77
2022	01/10/2022	15.77	15.77
2022	01/04/2022	46.73	46.73
2022	01/04/2022	274.08	274.08
2022	01/24/2022	30.41	30.41
2022	01/24/2022	30.41	30.41
2022	01/24/2022	30.41	30.41
2022	01/24/2022	30.41	30.41
2022	01/24/2022	30.78	30.78
2022	01/25/2022	5,299.13	5,299.13
2022	01/25/2022	48.86	48.86
2022	02/01/2022	32.66	32.66
2022	02/01/2022	137.43	137.43
2022	02/02/2022	251.05	251.05
2022	02/02/2022	50.03	50.03
2022	02/01/2022	30.41	30.41
2022	02/01/2022	32.48	32.48
2022	02/01/2022	30.41	30.41
2022	02/01/2022	32.48	32.48
2022	02/01/2022	32.48	32.48
2022	02/07/2022	32.48	32.48
2022	02/01/2022	30.41	30.41
2022	02/01/2022	32.48	32.48
2022	02/01/2022	32.48	32.48

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	02/01/2022	32.48	32.48
2022	02/01/2022	32.48	32.48
2022	02/01/2022	32.48	32.48
2022	02/21/2022	30.41	30.41
2022	02/21/2022	30.41	30.41
2022	02/21/2022	30.41	30.41
2022	02/21/2022	30.41	30.41
2022	02/21/2022	30.71	30.71
2022	02/22/2022	47.16	47.16
2022	03/01/2022	30.41	30.41
2022	03/01/2022	32.48	32.48
2022	03/01/2022	30.41	30.41
2022	03/01/2022	32.48	32.48
2022	03/01/2022	32.48	32.48
2022	03/01/2022	30.41	30.41
2022	03/01/2022	64.96	64.96
2022	03/01/2022	32.48	32.48
2022	03/01/2022	32.48	32.48
2022	03/01/2022	32.48	32.48
2022	03/01/2022	32.48	32.48
2022	03/08/2022	32.48	32.48
2022	03/08/2022	32.48	32.48
2022	03/03/2022	48.38	48.38
2022	03/03/2022	385.31	385.31
2022	03/01/2022	127.89	127.89
2022	03/01/2022	32.64	32.64
2022	03/22/2022	4,992.19	4,992.19
2022	03/24/2022	5,908.68	5,908.68
2022	03/22/2022	30.41	30.41
2022	03/22/2022	30.41	30.41
2022	03/22/2022	30.41	30.41
2022	03/22/2022	30.41	30.41
2022	03/22/2022	49.71	49.71
2022	03/24/2022	30.74	30.74
2022	03/31/2022	32.48	32.48
2022	03/31/2022	32.48	32.48
2022	03/31/2022	32.48	32.48
2022	03/31/2022	32.48	32.48
2022	03/31/2022	32.48	32.48
2022	03/31/2022	30.41	30.41
2022	03/31/2022	32.48	32.48
2022	03/31/2022	64.96	64.96
2022	03/31/2022	30.41	30.41
2022	03/31/2022	60.82	60.82
2022	03/31/2022	32.48	32.48
2022	04/01/2022	344.35	344.35

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	03/31/2022	172.32	172.32
2022	04/01/2022	50.90	50.90
2022	03/31/2022	32.67	32.67
2022	04/11/2022	32.48	32.48
2022	04/11/2022	32.48	32.48
2022	04/22/2022	30.41	30.41
2022	04/22/2022	30.41	30.41
2022	04/22/2022	30.41	30.41
2022	04/22/2022	30.41	30.41
2022	04/22/2022	30.78	30.78
2022	04/25/2022	5,705.09	5,705.09
2022	04/25/2022	55.42	55.42
2022	05/02/2022	32.48	32.48
2022	05/02/2022	32.48	32.48
2022	05/02/2022	30.41	30.41
2022	05/02/2022	30.41	30.41
2022	05/02/2022	32.48	32.48
2022	05/02/2022	32.48	32.48
2022	05/02/2022	32.48	32.48
2022	05/02/2022	30.41	30.41
2022	05/02/2022	32.48	32.48
2022	05/02/2022	32.48	32.48
2022	05/02/2022	32.48	32.48
2022	05/06/2022	32.48	32.48
2022	05/06/2022	32.48	32.48
2022	05/03/2022	49.41	49.41
2022	05/03/2022	312.85	312.85
2022	05/02/2022	168.33	168.33
2022	05/02/2022	65.30	65.30
2022	05/20/2022	30.73	30.73
2022	05/20/2022	30.41	30.41
2022	05/20/2022	30.41	30.41
2022	05/20/2022	30.41	30.41
2022	05/20/2022	30.41	30.41
2022	05/24/2022	4,509.11	4,509.11
2022	05/23/2022	54.81	54.81
2022	05/31/2022	30.41	30.41
2022	05/31/2022	30.41	30.41
2022	05/31/2022	32.48	32.48
2022	05/31/2022	32.48	32.48
2022	05/31/2022	32.48	32.48
2022	05/31/2022	32.48	32.48
2022	05/31/2022	32.48	32.48
2022	05/31/2022	30.41	30.41
2022	05/31/2022	32.48	32.48
2022	05/31/2022	32.48	32.48

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	05/31/2022	32.48	32.48
2022	06/07/2022	32.48	32.48
2022	06/07/2022	32.48	32.48
2022	05/31/2022	32.99	32.99
2022	05/31/2022	176.73	176.73
2022	06/01/2022	468.52	468.52
2022	06/01/2022	48.61	48.61
2022	06/22/2022	30.41	30.41
2022	06/22/2022	30.41	30.41
2022	06/22/2022	30.41	30.41
2022	06/22/2022	30.41	30.41
2022	06/23/2022	5,139.63	5,139.63
2022	06/23/2022	54.95	54.95
2022	06/22/2022	30.78	30.78
2022	06/30/2022	32.48	32.48
2022	06/30/2022	32.48	32.48
2022	06/30/2022	32.48	32.48
2022	06/30/2022	30.41	30.41
2022	07/01/2022	51.09	51.09
2022	06/30/2022	196.87	196.87
2022	07/01/2022	419.23	419.23
2022	06/30/2022	32.67	32.67
2022	06/30/2022	30.41	30.41
2022	06/30/2022	32.48	32.48
2022	06/30/2022	30.41	30.41
2022	06/30/2022	32.48	32.48
2022	06/30/2022	32.48	32.48
2022	06/30/2022	32.48	32.48
2022	06/30/2022	32.48	32.48
2022	07/08/2022	32.48	32.48
2022	07/08/2022	32.48	32.48
2022	07/22/2022	30.75	30.75
2022	07/28/2022	7,521.45	7,521.45
2022	07/22/2022	30.41	30.41
2022	07/22/2022	30.41	30.41
2022	07/22/2022	30.41	30.41
2022	07/22/2022	30.41	30.41
2022	07/25/2022	54.11	54.11
2022	08/01/2022	32.48	32.48
2022	08/01/2022	30.41	30.41
2022	08/01/2022	32.48	32.48
2022	08/01/2022	32.48	32.48
2022	08/01/2022	32.48	32.48
2022	08/01/2022	32.48	32.48
2022	08/01/2022	32.48	32.48
2022	08/01/2022	30.41	30.41

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	08/01/2022	32.48	32.48
2022	08/01/2022	32.48	32.48
2022	08/01/2022	30.41	30.41
2022	08/02/2022	53.53	53.53
2022	08/01/2022	185.76	185.76
2022	08/01/2022	32.33	32.33
2022	08/02/2022	398.50	398.50
2022	08/08/2022	32.48	32.48
2022	08/08/2022	32.48	32.48
2022	08/23/2022	30.74	30.74
2022	08/24/2022	43.32	43.32
2022	08/24/2022	7,994.07	7,994.07
2022	08/23/2022	30.41	30.41
2022	08/23/2022	30.41	30.41
2022	08/23/2022	30.41	30.41
2022	08/23/2022	30.41	30.41
2022	08/31/2022	32.48	32.48
2022	08/31/2022	32.48	32.48
2022	08/31/2022	32.48	32.48
2022	08/31/2022	30.41	30.41
2022	08/31/2022	32.48	32.48
2022	08/31/2022	32.48	32.48
2022	08/31/2022	30.41	30.41
2022	08/31/2022	32.48	32.48
2022	08/31/2022	30.41	30.41
2022	08/31/2022	32.48	32.48
2022	08/31/2022	32.48	32.48
2022	08/31/2022	202.40	202.40
2022	08/31/2022	32.66	32.66
2022	09/01/2022	392.88	392.88
2022	09/01/2022	49.80	49.80
2022	09/08/2022	32.48	32.48
2022	09/08/2022	32.48	32.48
FISCAL YEAR 2021-2022			**75,253.88**
2022	09/22/2022	30.41	30.41
2022	09/22/2022	30.41	30.41
2022	09/22/2022	30.41	30.41
2022	09/22/2022	30.41	30.41
2022	09/30/2022	30.41	30.41
2022	09/30/2022	32.48	32.48
2022	09/30/2022	32.48	32.48
2022	09/30/2022	30.41	30.41
2022	09/30/2022	32.48	32.48
2022	09/30/2022	32.48	32.48
2022	09/30/2022	32.48	32.48
2022	09/30/2022	32.48	32.48

DUKE ENERGY EXPENDITURES

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YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2022	09/30/2022	30.41	30.41
2022	09/30/2022	32.48	32.48
2022	09/30/2022	32.48	32.48
2022	09/23/2022	9,100.03	9,100.03
2022	09/23/2022	30.52	30.52
2022	09/22/2022	30.77	30.77
2022	09/30/2022	201.13	201.13
2022	09/30/2022	32.66	32.66
2022	10/03/2022	376.02	376.02
2022	10/03/2022	49.13	49.13
2022	10/07/2022	26.68	26.68
2022	10/07/2022	26.68	26.68
2023	02/22/2023	10,492.95	10,492.95
2023	03/01/2023	32.89	32.89
2023	03/01/2023	180.95	180.95
2023	03/02/2023	53.56	53.56
2023	03/02/2023	341.06	341.06
2023	03/01/2023	32.89	32.89
2023	03/01/2023	32.89	32.89
2023	03/01/2023	30.79	30.79
2023	03/01/2023	32.89	32.89
2023	03/01/2023	32.89	32.89
2023	03/01/2023	32.89	32.89
2023	03/01/2023	30.79	30.79
2023	03/01/2023	32.89	32.89
2023	03/01/2023	30.79	30.79
2023	03/01/2023	32.89	32.89
2023	03/01/2023	32.89	32.89
2023	03/08/2023	32.89	32.89
2023	03/08/2023	32.89	32.89
2023	03/23/2023	33.56	33.56
2023	03/24/2023	8,184.38	8,184.38
2023	03/24/2023	61.93	61.93
2023	03/23/2023	30.79	30.79
2023	03/23/2023	30.79	30.79
2023	03/23/2023	30.79	30.79
2023	03/23/2023	30.79	30.79
2023	03/31/2023	169.59	169.59
2023	03/31/2023	32.88	32.88
2023	03/31/2023	32.89	32.89
2023	03/31/2023	32.89	32.89
2023	03/31/2023	32.89	32.89
2023	03/31/2023	32.89	32.89
2023	03/31/2023	32.89	32.89
2023	03/31/2023	32.89	32.89
2023	03/31/2023	32.89	32.89

DUKE ENERGY EXPENDITURES

WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2023	03/31/2023	30.79	30.79
2023	03/31/2023	30.79	30.79
2023	03/31/2023	32.89	32.89
2023	03/31/2023	30.79	30.79
2023	04/03/2023	404.26	404.26
2023	04/03/2023	55.38	55.38
2023	04/06/2023	32.89	32.89
2023	04/06/2023	32.89	32.89
2023	04/21/2023	32.47	32.47
2023	04/21/2023	30.79	30.79
2023	04/21/2023	30.79	30.79
2023	04/21/2023	30.79	30.79
2023	04/21/2023	30.79	30.79
2023	04/24/2023	9,367.17	9,367.17
2023	04/24/2023	49.79	49.79
2023	05/01/2023	30.79	30.79
2023	05/01/2023	32.89	32.89
2023	05/01/2023	32.89	32.89
2023	05/01/2023	30.79	30.79
2023	05/01/2023	32.89	32.89
2023	05/01/2023	30.79	30.79
2023	05/01/2023	32.89	32.89
2023	05/01/2023	32.89	32.89
2023	05/01/2023	32.89	32.89
2023	05/01/2023	32.89	32.89
2023	05/01/2023	32.89	32.89
2023	05/05/2023	32.89	32.89
2023	05/05/2023	32.89	32.89
2023	05/01/2023	173.11	173.11
2023	05/01/2023	32.89	32.89
2023	05/01/2023	379.92	379.92
2023	05/01/2023	53.47	53.47
2023	04/28/2023	257.84	257.84
2023	05/22/2023	30.79	30.79
2023	05/22/2023	30.79	30.79
2023	05/22/2023	30.79	30.79
2023	05/22/2023	30.79	30.79
2023	05/22/2023	32.79	32.79
2023	05/23/2023	37.92	37.92
2023	05/23/2023	8,438.79	8,438.79
2023	05/26/2023	32.88	32.88
2023	05/31/2023	178.24	178.24
2023	06/01/2023	55.25	55.25
2023	06/01/2023	389.67	389.67
2023	06/01/2023	43.11	43.11
2023	05/31/2023	515.68	515.68

DUKE ENERGY EXPENDITURES
WRS/210948

YEAR	INVOICE DATE	INVOICE AMOUNT	LIQUIDATION AMOUNT
2023	06/23/2023	10,295.06	10,295.06
2023	06/23/2023	68.65	68.65
2023	06/22/2023	35.44	35.44
2023	06/30/2023	243.65	243.65
2023	06/30/2023	32.87	32.87
2023	07/03/2023	341.02	341.02
2023	07/03/2023	56.52	56.52
2023	06/29/2023	0.02	0.02
2023	07/21/2023	32.95	32.95
2023	07/28/2023	257.88	257.88
2023	07/24/2023	59.54	59.54
2023	07/24/2023	11,860.67	11,860.67
2023	08/01/2023	343.17	343.17
2023	08/01/2023	54.91	54.91
2023	07/31/2023	32.88	32.88
2023	07/31/2023	215.28	215.28
2023	08/22/2023	0.53	0.53
2023	08/23/2023	68.80	68.80
2023	08/21/2023	8,606.81	8,606.81
2023	09/01/2023	59.20	59.20
2023	09/01/2023	400.68	400.68
2023	08/31/2023	32.88	32.88
2023	08/31/2023	261.31	261.31
2023	09/08/2023	257.84	257.84
2023	09/22/2023	56.82	56.82
2023	09/22/2023	8,829.65	8,829.65
2023	09/29/2023	216.37	216.37
2023	09/21/2023	34.65	34.65
2023	09/29/2023	32.88	32.88
2023	09/28/2023	258.00	258.00
2023	09/28/2023	306.73	306.73
2023	09/28/2023	52.68	52.68
FISCAL YEAR 2022-2023			**95,500.34**

Item Details

File Number: 2023-0833

ID #: 2023-0833 **Type:** Agenda Item **Status:** Passed

Version: 1 **Placement:** 8 **In Control:** City Council

File Created: 03/23/2023

Presented By: : **Final Action:** 04/18/2023

rmal Title: Approve additional expenditures for utility services provided by Duke Energy, Inc with an estimated annual expenditure of $135,000

Internal Notes:

Target Meeting: 04/18/2023

Agenda Number: 8g.

Sponsors: **Enactment Date:**

Attachments: Invoices_For_Contract_210948_ **Enactment Number:**

commendation: **Hearing Date:**

Entered by: mfriehauf@ocalafl.org **Effective Date:**

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	3/24/2023	Krystal Miller	Approve	3/23/2023
1	2	3/24/2023	Rusella Bowes-Johnson	Approve	3/28/2023
1	3	3/28/2023	Sean Lanier	Approve	3/28/2023
1	4	3/28/2023	Tammi Haslam	Approve	3/30/2023
Notes:	minor edits to remove unnecessary capitalization				
1	5	3/28/2023	Daphne Robinson	Approve	3/30/2023
Notes:	Updated Council Report. Added ytd accounting				
1	6	4/12/2023	Ken Whitehead	Approve	3/30/2023
1	7	4/12/2023	Jeannine Robbins	Approve	4/14/2023
1	8	4/12/2023	Peter Lee	Approve	4/14/2023

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	04/18/2023	Approved				Pass
	Action Text:						
	Notes:	There being no discussion the motion carried by roll call vote.					

Aye: 5 Pro Tem Mansfield, Council Member Bethea Sr, Council Member Dreyer, Council Member Musleh, and Council President Hilty Sr

Text of Legislative File 2023-0833

Approve additional expenditures for utility services provided by Duke Energy, Inc with an estimated annual expenditure of $135,000

BACKGROUND:

The City of Ocala Water Resources Department utilizes Duke Energy, Inc (Duke) for electric services at lift stations, the Perry Sprayfield in Belleview, and automated meter reading (AMR) throughout the City.

FINDINGS AND CONCLUSIONS:

The City is required to pay monthly utilities for lift stations, Perry Sprayfield, and other locations with AMR for the continued use of the electricity for daily operational requirements. To date, FY22 and FY23 expenditures have totaled $85,600. Roughly $54,000 of that amount represents expenditures incurred during the period October 2022 to February 2023 due to utility rate increases. The Department anticipates that an estimated $75,600 will be spent on these utility services from March 2023 to September 2023, thereby necessitating an increase in the expenditure threshold under Contract WRS/210948 to $135,000.

FISCAL IMPACT:

Funds for the yearly operating expenses are budgeted for in account strings
455-030-300-533-53-43010, 455-030-303-535-53-43010 and 455-030-305-535-53-43010.

PROCUREMENT REVIEW:

Purchases for services from a utility whose rates are determined and controlled by a public services commission or other governmental authority, to include electricity, natural gas, water, cable and telephone services are exempted from competition under the City's Procurement Policy.

LEGAL REVIEW:

N/A.

ALTERNATIVE:

- Approve
- Table
- Deny

Presentation By: Sean Lanier

File #: 2024-0069 Agenda Item #: 8g.

Submitted By: Greg Martin / Susan Dobson

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Approve a five-year contract with Axon Enterprise, Inc. to provide Tasers and related equipment for the Ocala Police Department in the amount of $945,806

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ocala Police Department has utilized Taser Energy Weapons since 2005 to provide officers with a less-lethal option when encountering noncompliant subjects. The Department's current five-year taser contract with Axon Enterprises Inc. will expire on December 16, 2023.

FINDINGS AND CONCLUSIONS:
The utilization of Taser Energy Weapons has become an industry standard which provides enhanced safety for law enforcement officers and the citizens they serve. The Ocala Police Department has deployed the AXON model 7 taser during the entirety of the current contract and those devices are now reaching their five-year effective lifespan. Therefore, the devices will no longer be supported or warrantied by the vendor.

This proposed 5-year contract includes 231 AXON model 10 tasers, unlimited cartridge replacement, batteries, docking stations, holsters, training gear and warranties. The TASER 10 platform also provides for de-escalation features, an increased effective range of 45 feet, additional probe deployment, and individually targeted probes to drastically improve overall accuracy and effectiveness.

FISCAL IMPACT:
The Fiscal Year 2023-24 budget includes $142,560 in account 001-018-822-521-52-52010 to cover all 231 police department TASERs as part of this program. Year two through year five payments will be budgeted in the appropriate fiscal years in accordance with the summary of payments.

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	City of Ocala, by and through Ocala Police Department
Signature: _____	Signature: _____
Name: _____	Name: James P. Hilty, Sr.
Title: _____	Title: City Council President
Date: _____	Date: _____
	Approved as to form and legality:
	_____
	William E. Sexton, Esq., City Attorney

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

    7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

    7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

    8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

    8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

    8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/legal/axon-virtual-reality-privacy-policy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-455132-45183.851AP

Issued: 09/14/2023

Quote Expiration: 12/06/2023

Estimated Contract Start Date: 04/01/2024

Account Number: 114242
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
402 S Pine Ave 402 S Pine Ave Ocala, FL 34471-1174 USA	Ocala Police Dept. - FL 402 S Pine Ave Ocala FL 34471-1174 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jamie Gorsuch Phone: Email: jgorsuch@axon.com Fax:	Jared Sieg Phone: (352) 789-3010 Email: jsieg@ocalapd.org Fax: (352) 369-7223

Quote Summary

Program Length	60 Months
TOTAL COST	$945,806.40
ESTIMATED TOTAL W/ TAX	$945,806.40

Discount Summary

Average Savings Per Year	$21,510.72
TOTAL SAVINGS	$107,553.60

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	$142,560.00	$0.00	$142,560.00
Mar 2025	$200,811.60	$0.00	$200,811.60
Mar 2026	$200,811.60	$0.00	$200,811.60
Mar 2027	$200,811.60	$0.00	$200,811.60
Mar 2028	$200,811.60	$0.00	$200,811.60
Total	**$945,806.40**	**$0.00**	**$945,806.40**

Quote Unbundled Price:	**$1,053,360.00**
Quote List Price:	**$1,051,003.80**
Quote Subtotal:	**$945,806.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T10Cert	TASER 10 Certification Bundle	231	60	$76.00	$75.83	$68.24	$945,806.40	$0.00	$945,806.40
Total							**$945,806.40**	**$0.00**	**$945,806.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	231	03/01/2024
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	7	03/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	231	03/01/2024
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	7	03/01/2024
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	10	03/01/2024
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	10	03/01/2024
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	10	03/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	4620	03/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	1390	03/01/2024
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	93	03/01/2024
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	211	03/01/2024
TASER 10 Certification Bundle	100613	TASER 10 SAFARILAND HOLSTER, LH	20	03/01/2024
TASER 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	03/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	231	03/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	40	03/01/2024
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	7	03/01/2024
TASER 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	03/01/2024
TASER 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	03/01/2024
TASER 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	3	03/01/2024
TASER 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	4	03/01/2024
TASER 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	4	03/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	470	03/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	460	03/01/2026
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	1380	03/01/2026
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	460	03/01/2027
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	460	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	231	04/01/2024	03/31/2029
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	2	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	231
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1

Services

Bundle	Item	Description	QTY
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
TASER 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	231	03/01/2025	03/31/2029
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	7	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	7	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	40	03/01/2025	03/31/2029
TASER 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	3	03/01/2025	03/31/2029

Payment Details

Mar 2024						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 1	T10Cert	TASER 10 Certification Bundle	231	$142,560.00	$0.00	$142,560.00
Total				**$142,560.00**	**$0.00**	**$142,560.00**

Mar 2025						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 2	T10Cert	TASER 10 Certification Bundle	231	$200,811.60	$0.00	$200,811.60
Total				**$200,811.60**	**$0.00**	**$200,811.60**

Mar 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 3	T10Cert	TASER 10 Certification Bundle	231	$200,811.60	$0.00	$200,811.60
Total				**$200,811.60**	**$0.00**	**$200,811.60**

Mar 2027						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 4	T10Cert	TASER 10 Certification Bundle	231	$200,811.60	$0.00	$200,811.60
Total				**$200,811.60**	**$0.00**	**$200,811.60**

Mar 2028						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	T10Cert	TASER 10 Certification Bundle	231	$200,811.60	$0.00	$200,811.60
Total				**$200,811.60**	**$0.00**	**$200,811.60**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Discount is based on a trade-in of 204 TASER 7's, 198 holsters & all program cartridges remaining. All contract documents must be received by 9/15 to receive incentive.

Contract docs: NLT 11/10/23

Signature

Date Signed

9/14/2023



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

April 5, 2017

To whom it may concern:

On April 5th, 2017 TASER International, Inc. will change our corporate name to Axon Enterprise, Inc. Based on our evolution as a business over the last 23 years, as well as the continuously evolving needs of law enforcement, we see the future of policing as demanding a connected approach to technology. The Axon network of devices, apps and people *is* that connected approach, and is the natural umbrella for our expanded offerings today and in the future. We're very proud of the TASER weapons that remain an important part of the network, and that brand will live on as a product name.

Our remittance address will stay the same and the bank will honor checks payable to TASER International for a period of time. It would be advisable for your accounts payable department to make the change to Axon Enterprises, Inc. on your remittance checks at the earliest convenience.

Please direct inquiries regarding invoices and payments to Accounts Receivable via email at AR@axon.com. Please direct inquiries regarding the name change to Public Relations via email at PR@axon.com. We will be happy to update you on the name change and answer any questions you may have.

Sincerely,

Marie Masenga
Corporate Controller

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 12/04/18

Subject: Taser, Batteries, and Cartridges 5-Year Plan

Submitted By: Greg Graham

Department: Police Department

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 12911) five-year contract with Axon Enterprise to provide TASER equipment, unlimited batteries and cartridges for the Ocala Police Department at a total cost of $592,276.66

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: N/A

BACKGROUND:
TASER duty cartridges, batteries, and training cartridges have previously been budgeted as separate items and were difficult to estimate an accurate number of each that would be needed throughout the fiscal year. This new contract brings all TASER equipment and replacement cartridges into one contract.

FINDINGS AND CONCLUSIONS:
The use of TASER weapons by the Police Department enhances public and police safety. The company is no longer supporting the current model OPD is using, and so we are required to upgrade in order to obtain maintenance. The five-year plan cost includes 198 TASERs (20 of which will be for training and spares), unlimited cartridges, batteries, docking stations, holsters, a training suit, and warranties. The Unlimited Cartridge Program offered by Axon Enterprise Inc. also locks in the current price of TASER smart cartridges and batteries for the entire 5-year term of the contract.

FISCAL IMPACT:
The 2018-2019 budget includes $22,037 in account # 001-018-822-521-52-52010 to cover all 198 police department TASERs as part of this program. Year 2 through Year 5 payments will be budgeted in the proper fiscal years in accordance with the summary of payments.

PROCUREMENT REVIEW:
The purchase has been reviewed and approved in compliance with the City's procurement policies.

LEGAL REVIEW:
The contract has been reviewed and approved for form and legality by the City Attorney, Patrick G. Gilligan.

ALTERNATIVE:
N/A.

SUPPORT MATERIALS:
CONTRACT - Axon Enterprise, Inc. (PDF)

CONTRACT# OPD/180196
Q-186948-43418.178AP

Issued: 11/14/2018
Quote Expiration: 12/15/2018
Account Number: 114242
Start Date: 11/23/2018
Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
GREG GRAHAM
Ocala Police Dept. - FL
402 S. PINE AVE.
Ocala, FL 34471
US

BILL TO
Ocala Police Dept. - FL
402 S. PINE AVE.
Ocala, FL 34471
US

SALES REPRESENTATIVE
Alyssa Cook
Phone:
Email: acook@taser.com
Fax:

PRIMARY CONTACT
GREG GRAHAM
Phone: (352) 369-7000
Email: ggraham@ocalapd.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20141	TASER 7 EVIDENCE.COM LICENSE	198	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	198	0.00	0.00	0.00
Hardware					
20010	TASER 7 HANDLE, STANDARD, CLASS III	198	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	198	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	2	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	40	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	752	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, STANDARD	237	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	237	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	148	0.00	0.00	0.00
20068	TASER 7 HOLSTER - SAFARILAND, LEFT HAND	50	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	2	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	8	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	40	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	40	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	752	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	40	38.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	752	38.00	0.00	0.00
Other					
20144	TASER 7 CERTIFICATION PLAN	198	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	198	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	198	720.00	98.67	19,536.66
Services					
85147	CEW STARTER	1	2,500.00	2,500.00	2,500.00
				Subtotal	22,036.66
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	22,036.66

Year 1 - Trade-In Credit

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20148	TASER 7 TRADE-IN CEW TAP	141	0.00	0.00	0.00
20150	TASER 7 TRADE-IN CARTRIDGE	449	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20010	TASER 7 HANDLE, STANDARD, CLASS III	6	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	6	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	40	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	752	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	40	38.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	752	38.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	198	720.00	720.00	142,560.00
				Subtotal	142,560.00
				Estimated Tax	0.00
				Total	142,560.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	40	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	752	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	40	38.00	0.00	0.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	752	38.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	198	720.00	720.00	142,560.00
				Subtotal	142,560.00
				Estimated Tax	0.00
				Total	142,560.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	40	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	752	38.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	40	38.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	752	38.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	198	720.00	720.00	142,560.00
				Subtotal	142,560.00
				Estimated Tax	0.00
				Total	142,560.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	40	38.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	752	38.00	0.00	0.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	40	38.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	752	38.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	198	720.00	720.00	142,560.00
				Subtotal	142,560.00
				Estimated Tax	0.00
				Total	142,560.00
				Grand Total	**592,276.66**

Discounts (USD)

Quote Expiration: 12/15/2018

List Amount	1,016,260.00
Discounts	423,983.34
Total	**592,276.66**

Total excludes applicable taxes and shipping

Summary of Payments

Payment	Amount (USD)
Year 1	22,036.66
Year 1 - Trade-In Credit	0.00
Spares	0.00
Year 2	142,560.00
Year 3	142,560.00
Year 4	142,560.00
Year 5	142,560.00
Grand Total	**592,276.66**

Notes

The parties agree that Axon is granting a credit of $123,023.34 (applied to Year 1) to credit the CEW hardware being traded in. This credit is based on a ship date range of 12/1/2018-12/15/2018, resulting in a 1/1/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement, attached. ~~(posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable.~~ Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Alyssa Cook at acook@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-186948-43418.178AP

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Approved as to form and legality:

_____
Patrick G. Gilligan, City Attorney

Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

1 **Term**. This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **Definitions**.

"Axon Evidence" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"Products" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted

energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit www.axon.com/support. Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

7.3 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.

7.3.1 **To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.3.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory**.

8 **Product Warnings**. See www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes**. Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

10 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

11 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of

negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.

12 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.

13 **IP Indemnification**. Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

14 **Agency Responsibilities**. Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

15 **Termination**

15.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

15.2 By Agency. Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

15.3 Effect of Termination. Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

16 **Confidentiality**. "**Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

17 **General**.

17.1 **Delays**. Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

17.2 **Force Majeure**. Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.

17.3 **Independent Contractors**. The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

17.4 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

17.5 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

17.6 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

17.7 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

17.8 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

17.9 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

17.10 **Governing Law**. The laws of the state where Agency is physically located, without reference

to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

17.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon:	Axon Enterprise, Inc. Attn: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 contracts@axon.com	Agency: Attn: Street Address City, State, Zip Email

17.12 Entire Agreement. This Agreement, including the Appendices, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Evidence Terms of Use Appendix

1 **Axon Evidence Subscription Term**. The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").

2 **Agency Content**. **"Agency Content"** means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights**. Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and mange TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Updates**. For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

7 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an

end user, Agency will immediately terminate that end user's access to Axon Evidence. Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

8 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

9 **Storage**. For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

10 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

11 **Suspension**. Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:

11.1. The Termination provisions of this Agreement apply; or

11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

12 **Axon Evidence Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.

13 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may

not attempt to:

13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;

13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.

17 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Professional Services Appendix

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Full Service (BWC Full Service)**. BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are $2,500 per day. BWC Full Service options include:

System set up and configuration • Setup Axon View on smart phones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera products and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contracted on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review

3 **Body-Worn Camera 1-Day Service (BWC 1-Day)**. BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site

services, additional on-site assistance is $2,500 per day. The BWC 1-Day options include:

System set up and configuration (Remote Support) • Setup Axon Mobile on smart phones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

5 **CEW Services Packages**. CEW Services Package are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW 1-Day Service Package:** Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks prior to rollout
Best practice implementation planning session to: • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEW Products and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW 1-Day Service Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training • Provide training on the Axon Evidence with the goal of educating instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW 1-Day Service Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW 1-Day Service Package**: Virtual assistance included.

6 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

7 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed upon installation date(s).

8 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will

provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11 **Site Preparation**. Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

12 **Acceptance**. When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.

13 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **Term**. TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").

2 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

3 **Spare Product**. Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote ("**Spare Products**"). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.

4 **Officer Safety Plan Standard**. The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a $0 purchase order.

5 **Officer Safety Plan 7**. Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an OSP 7 bundle.

6 **OSP 7 Term**. OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date ("**OSP 7 Term**").

7 **TAP Body-Worn Upgrade**. If Agency purchased 3 years of Axon Evidence Unlimited or TAP as

a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

7.1. **TAP as a Stand-alone**. If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

7.2. **OSP or Unlimited TAP**. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

8 **TAP Dock Upgrade**. If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

9 **Return of Original Product**. If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon

will deactivate the serial numbers for the Products received by Agency.

10 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

10.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.

10.2. Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

10.3. If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon

1. **Term**. If Agency purchases TASER 7 as part of OSP 7 or OSP 7 Plus, the start date for TASER 7 is the OSP 7 Term start date. Otherwise, the start date is based on initial shipment of TASER 7 hardware ("**TASER 7 Start Date**"). If Axon ships TASER 7 hardware in the first half of the month, the TASER 7 Start Date is the 1st of the following month. If Axon ships TASER 7 hardware in the last half of the month, the TASER 7 Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.

2. **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.

3. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the TASER 7 Term, Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the TASER 7 Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.

4. **Extended Warranty**. If the Quote includes a TASER 7 plan (**TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification**), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 plans extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.

5. **Spare Products**. Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.

6. **Trade-In**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

7. Termination. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

7.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

7.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

7.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

TASER 7 Axon Evidence Terms of Use Appendix

1 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.

2 **TASER 7 Agency Content**. "**TASER 7 Agency Content**" means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

4 **Agency Owns TASER 7 Agency Content**. Agency controls and owns all right, title, and interest in and to TASER 7 Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of TASER 7 Agency Content. Axon will have limited access to TASER 7 Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.

5 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future products and services.

6 **Axon Evidence Terms of Use Appendix**. To the extent not in conflict with the terms in this Appendix, all terms in the Axon Evidence Terms of Use Appendix also apply to use of TASER 7 with Axon Evidence.

Axon Commander™ Software Appendix

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon product. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.

2. **Term**. The Quote will detail the duration of the Commander license, as well any maintenance. The term will begin upon installation of Commander by Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:

3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;

3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;

3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;

3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;

3.5 use trade secret information contained in Commander;

3.6 resell, rent, loan or sublicense Commander;

3.7 access Commander to build a competitive product or service or copy any features, functions or graphics of Commander; or

3.8 remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.

4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.

Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of development of an integration module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

2 **Support**. After completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes to Services**. Axon is only responsible to perform the services in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency:

4.1. Making available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

4.2. Making required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

4.3. Providing access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allowing Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

4.4. Providing all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

4.5. Promptly installing and implementing any and all software updates provided by Axon;

4.6. Ensuring that all appropriate data backups are performed;

4.7. Providing assistance, participation, and approvals in testing Auto-Tagging Services;

4.8. Providing Axon with remote access to Agency's Axon Evidence account when required;

4.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at Agency; and

4.10. Ensuring reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Interview Room Appendix

1 **Axon Interview Room Axon Evidence Term**. The Axon Evidence Subscription for Axon Interview Room begins after shipment of Axon Interview Room hardware. If Axon ships Axon Interview Room hardware in first half of the month, the Axon Interview Room start date is the 1st of the following month. If Axon ships Axon Interview Room hardware in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase. The Axon Interview Room subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Interview Room Subscription**").

2 **Statement of Work**. The Axon Interview Room Statement of Work ("**Interview Room SOW**") attached to this Appendix details Axon's professional services deliverables. Axon is only responsible to perform services described in the Interview Room SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

3 **Axon Interview Room Warranty**. Axon Interview Room Products are covered under the applicable third-party manufacturer's warranty.

4 **Hardware Maintenance**. If Agency purchases Hardware Maintenance, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term specified in the Quote ("**Hardware Maintenance Term**"). The Hardware Maintenance Term begins on Agency's receipt of the hardware covered by the Hardware Maintenance and continues as long as Agency continues to pay the required Hardware Maintenance fees.

If Axon receives a valid warranty claim within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware intentionally or deliberately damaged.

5 **Hardware Maintenance Termination**. If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Once Hardware Maintenance coverage terminates for any reason, then: (a) Hardware Maintenance coverage will terminate as of the date of termination; and (b) Axon will not provide refunds, and has no obligation to, provide future support or services for hardware covered by Hardware Maintenance.

6 **Support**. Axon will provide remote customer service for troubleshooting hardware issues. If Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician.

7 **Axon Interview Room Unlimited**. For Axon Interview Room Unlimited Axon Evidence subscription, unlimited data may be stored as part of Axon Interview unlimited storage only if the data originates from Axon Interview Room hardware.

Axon Fleet Appendix

1 **Axon Fleet Axon Evidence Subscription**. The Axon Evidence subscription for Axon Fleet begins after shipment of Axon Fleet hardware. If Axon ships Fleet hardware in the first half of the month, the start date is the 1st of the following month. If Axon ships in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase. Subsequent phases will begin upon shipment of that phase. The Axon Fleet subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Fleet Subscription**").

2 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

3 **CradlePoint**. If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Fleet Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.

4 **Statement of Work**. If Agency purchases installation services for Axon Fleet, the Statement of Work ("**Fleet SOW**") attached to this Appendix details Axon's deliverables to Agency with respect to the installation of Axon Fleet and any related hardware. Axon is only responsible for performing the services described in the Fleet SOW. Any additional services are out of scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

5 **Third Party Installer**. If Agency (a) installs Axon Fleet and related hardware without "train the trainer" services from Axon; (b) does not follow instructions provided by Axon during train the trainer, or (c) uses a third party to install the hardware (collectively, "**Third Party Installer**"), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to installation and use of Axon Fleet. Axon will not be liable for any degradation in performance that does not meet Axon's specifications or damage to Axon Fleet hardware due to Third Party Installers.

5.1. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third Party Installer.

5.2. If Agency utilizes Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Wireless Offload Software.**

6.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Products for the number of licenses purchased. The WOS term begins upon the start of the Axon Fleet Subscription.

6.2. **License Restrictions**. All licenses granted in this Agreement are conditional on compliance with this Agreement and will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive product or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

6.3. **Updates**. If Agency purchases WOS maintenance, Axon will make any updates and error corrections to WOS ("**WOS Updates**") available electronically via Internet or media as determined solely by Axon. Agency is responsible for establishing and maintaining adequate Internet access in order to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

6.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

7 **Wireless Microphone Subscription**. The Axon Fleet Wireless Microphone is only compatible with Axon Fleet 2. The Wireless Microphone subscription requires a 5-year term. If this Agreement terminates for any reason before the end of the 5-year term, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.

8 **Fleet 2 Unlimited**. Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware and unlimited Axon Evidence storage for data originating from an Axon Fleet Camera.

9 **Fleet 2 Unlimited Upgrade**. For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Fleet Subscription, Axon will provide Agency with a new front and new rear Axon Fleet camera that is the same or like product, at Axon's sole option ("**Axon Fleet Upgrade"**). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Fleet Subscription. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon, including serial numbers of the destroyed Products. If Agency does not destroy or return the Products to Axon, Axon will deactivate the serial numbers for the Products received by Agency.

10 **Spares**. Axon will provide Agency a predetermined number of spare Axon Fleet cameras for as listed in the Quote ("**Fleet Spares**"). Fleet Spares will replace broken or non-functioning units. If Agency utilizes a Fleet Spare, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product.

11 **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:

11.1. Axon Fleet Unlimited coverage terminates and no refunds will be given.

11.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.

11.3. Axon will invoice Agency the then current MSRP for all Spare Products provided under Axon Fleet Unlimited. If Agency returns Spare Products within 30 days of the invoice date, Axon will issue a credit and apply it against the Spare Product invoice.

11.4. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

11.5. If Agency purchases Products for less than the MSRP and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus also includes Axon Aware.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency' consent.

3 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware, or for bundles that include Axon Aware, Axon will end LTE service.

Axon Records Appendix

1 **Axon Records Subscription Term**. If Agency purchases Axon Records as part of a bundled offering, the Axon Records subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Records to Agency.

If Agency purchases Axon Records as a standalone, the Axon Records subscription begins the later of (1) the date Axon provisions Axon Records to Agency or (2) the first day of the month following the Effective Date.

The Axon Records subscription term will end upon the completion of the Axon Records subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**").

2 **Agency Records Content. "Agency Records Content"** means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Records (b) cause to interface with Axon Records, or (c) upload to Axon Records under Agency account or otherwise transfer, process, use or store in connection with Agency account.

3 **Access Rights**. Upon Axon granting Agency an Axon Records subscription, Agency may access and use Axon Records to store and manage Agency Records Content during the Records Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

4 **Axon Records Core**. Axon Records Core includes the following applications: Report Writer, NIBRS Incident Reporting, Axon Evidence Integration, Case Management, Civil & Protection Orders (early 2020), Physical Property, Information Exchange Access, APIs. Additional applications, as well as any Axon services needed to configure Axon Records, are not included in the Axon Records Core fee or any bundle that includes Axon Records Core.

5 **Agency Owns Agency Records Content.** Agency controls and owns all right, title, and interest in Agency Records Content. Except as outlined herein, Axon obtains no interest in Agency Records Content, and Agency Records Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Records Content. Axon will have limited access to Agency Records Content solely for providing and supporting Axon Records to Agency and Agency end users.

6 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Records Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital records; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

7 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Records Content and no Agency Records

Content or Agency end user's use of Agency Records Content or Axon Records violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Records. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Records.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Records Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Records that details who accesses Agency Records Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Records Content or if account information is lost or stolen.

8 **Privacy.** Axon will not disclose Agency Records Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Records Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Records; or (c) perform analytic and diagnostic evaluations of the systems.

Agency hereby grants Axon an irrevocable, worldwide, royalty-free license to use Agency Content to enable Axon to create derivative works of 'scrubbed' Agency Content (collectively, "**Derivative Data**"). Axon may use Derivative Data to provide services to Agency, or to operate, maintain, improve, or create new products and services. Notwithstanding the foregoing and except as provided in this Agreement, Axon shall not disclose Agency Content or Derivative Data containing PII to any third party, and it will exercise commercially reasonable efforts to limit PII in Derivative Data, including, without limitation, encrypting Derivative Data in transit and stripping PII from metadata.

9 **Location of Data Storage.** Axon may transfer Agency Records Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Records Content will be stored. For United States agencies, Axon will ensure all Agency Records Content stored in Axon Records remains within the United States. Ownership of Agency Records Content remains with Agency.

10 **Suspension**. Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Records immediately upon notice, if:

10.1. The Termination provisions of this Agreement apply; or

10.2. Agency or end user's use of or registration for Axon Records may (a) pose a security risk to Axon Evidence or any third party, (b) adversely impact Axon Records, the systems, or content of any other customer, (c) subject Axon, Axon's affiliates, or any third party to liability, or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Records Content because of suspension, except as specified in this Agreement.

11 **Axon Records Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Records.

12 **Axon Records Restrictions**. All Axon Records subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Records;

12.2. reverse engineer, disassemble, or decompile Axon Records or apply any other process to derive any source code included in Axon Records, or allow any others to do the same;

12.3. access or use Axon Records with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Records, except as expressly permitted in this Agreement;

12.5. access Axon Records to build a competitive product or service or copy any features, functions, or graphics of Axon Records;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Records; or

12.7. use Axon Records to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.

13 **After Termination.** Axon will not delete Agency Records Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Records Content only if Agency has paid all amounts due. There will be no functionality of Axon Records during these 90-days other than the ability to retrieve Agency Records Content. Agency will not incur additional fees if Agency downloads Agency Records Content from Axon Records during this time. Axon has no obligation to maintain or provide any Agency Records Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Records Content stored in Axon Records. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Records Content from Axon Records.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Records Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Records on

behalf of U.S. Federal department, Axon Records is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Records on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Records.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Records Content, Storage, Axon Records Warranty, and Axon Records Restrictions.

Axon Citizen for Communities Appendix

1 **Axon Citizen Subscription Term**. If Agency purchases Axon Citizen for Communities as part of a bundled offering, the Axon Citizen subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Citizen to Agency.

If Agency purchase Axon Citizen as a standalone, the Axon Citizen subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Citizen subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Citizen.

2 **Storage**. Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance.

3 **Post-Termination**. The post-termination provisions outlined in the Axon Evidence Appendix also apply to Portal Content.

Axon Redaction Assistant Appendix

1 **Axon Redaction Assistant Subscription Term**. If Agency purchases Axon Redaction Assistant as part of a bundled offering, the Axon Redaction Assistant subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Redaction Assistant to Agency.

If Agency purchase Axon Redaction Assistant as a standalone, the Axon Redaction Assistant subscription begins the later of: (1) the date Axon provisions Axon Redaction Assistant to Agency, or (2) the first day of the month following the Effective Date.

The Axon Redaction Assistant subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Redaction Assistant.

Axon Performance Appendix

1 **Axon Performance Subscription Term**. If Agency purchases Axon Performance as part of a bundled offering, the Axon Performance subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Performance to Agency.

If Agency purchase Axon Performance as a standalone, the Axon Performance subscription begins the later of: (1) the date Axon provisions Axon Performance to Agency or (2) the first day of the month following the Effective Date.

The Axon Performance subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Performance.

2 **Storage of Auto-Tagging Data**. In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Application Programming Interface Appendix

1 **Definitions**.

"**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

"**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

"**Axon Evidence Partner API, API or AXON API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

"**Use**" means any operation on Agency's data enabled by the supported API functionality.

2 **Purpose and License**.

2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3 **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4 **Agency Responsibilities**. When using API Service, Agency and its end users may not:

4.1. use API Service in any way other than as expressly permitted under this Agreement;

4.2. use in any way that results in, or could result in, any security breach to Axon;

4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;

4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

4.9. make available to a third party, any token, key, password or other login credentials to API Service;

4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

5 **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6 **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7 **API Updates**. Axon may update or modify the API Service from time to time, to better serve Agency ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for a one year period following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

1 **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management; (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"); and (c) automate group creation and management through SCIM.

2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.

3 **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

Axon Third Party Data Ingestion Services Appendix

1 **Scope**. Agency currently has third party data outside of Axon Evidence ("**Third Party Data**") that Agency desires to store in Axon Evidence. The scope will consist of Axon transferring and ingesting Agency's Third Party Data into Axon Evidence. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage and run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Axon Evidence.

2 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget

3 **Changes to Services**. Axon is only responsible to perform the services described in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4 **Agency Responsibilities.** Axon's performance of Data Ingestion Services requires Agency:

4.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);

4.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);

4.3. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;

4.4. Ensuring that all appropriate data backups are performed;

4.5. Providing Axon with remote access to Agency's Axon Evidence account when required for Axon to perform the Data Ingestion Services;

4.6. Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and

4.7. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).

Axon Support Engineer Appendix

1 **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("**ASE**") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.

2 **Full-Time ASE Scope of Services.**

2.1. A Full-Time ASE will work on-site four (4) days per week.

2.2. Agency's Axon sales representative and Axon's Customer Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.

2.3. The purchase of Full-Time ASE services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE service.

The Full-Time ASE service options are listed below:

Ongoing System Set-up and Configuration • Assisting with assigning cameras and registering docks • Maintaining Agency's Axon Evidence account • Connecting Agency to "Early Access" programs for new products
Account Maintenance • Conducting on-site trainings on new features and products for Agency leadership team(s) • Thoroughly documenting issues and workflows and suggesting new workflows to improve effectiveness of the Axon program • Conducting weekly meetings to cover current issues and program status
Data Analysis • Providing on-demand Axon usage data to identify trends and insights for improving daily workflows • Comparing Agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support • Providing on-site, tier 1 and tier 2 technical support for Axon products • Proactively monitoring the health of Axon equipment • Creating and monitoring RMAs on-site • Providing Axon app support • Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Customer Advocacy • Coordinating bi-yearly voice of customer meetings with Axon's Product Management team • Recording and tracking agency feature requests and major bugs

3 **Regional ASE Scope of Services**

3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.

3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.

3.3. The purchase of Regional ASE services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE service.

The Regional ASE service options are listed below:

Account Maintenance • Conducting remote trainings on new features and products for Agency's leadership • Thoroughly documenting issues and workflows and suggesting new workflows to improve effectiveness of the Axon program • Conducting weekly conference calls to cover current issues and program status • Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss your agency's goals for your Axon program, and continue to ensure a successful deployment of Axon products
Direct Support • Providing remote, tier 1 and tier 2 technical support for Axon products • Creating and monitoring RMAs remotely
Data Analysis • Providing quarterly Axon usage data to identify trends and program efficiency opportunities • Comparing an agency's Axon usage and trends to peers to establish best practices • Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy • Coordinating bi-yearly Voice of Customer meetings with Product Management team • Recording and tracking agency feature requests and major bugs

4 **Out of Scope Services.** The ASE is responsible to perform only the services described in this Appendix. Any additional services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5 **ASE Leave Time**. The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice prior to utilizing any vacation days.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 11/21/17

Subject: TASER Unlimited Cartridge Plan Subscription

Submitted By: Greg Graham

Department: Police Department

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 11602) five-year contract with Axon Enterprise to provide TASER unlimited cartridges and batteries for all Ocala Police Department TASERs in the amount of $83,627

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable

PROOF OF PUBLICATION: N/A

BACKGROUND:
TASER duty cartridges, batteries and training cartridges have previously been budgeted as separate items and were difficult to estimate an accurate number of each that would be needed throughout the fiscal year.

FINDINGS AND CONCLUSIONS:
The use of TASER weapons by the Police Department enhances public and police safety. Having a fixed, per-user cost for all of these items each year eliminates estimation and over-purchase of items that will go unused as well as shortages that leave field equipment unfit for duty. The Unlimited Cartridge Program offered by Axon Enterprise Inc. also locks in the current price of TASER Smart Cartridges and batteries for the entire 5-year term of the contract.

FISCAL IMPACT:
The 2017-2018 budget includes $21,050 to cover all 138 police department TASERs as part of this program. This reduces the previously budgeted amount by approximately $3,300 annually and will have an increased impact each time TASER raises their prices for consumers that are not taking part in the locked-in pricing. Budgeted in 001-18-822-521-52010.

PROCUREMENT REVIEW:
This agreement has been approved in compliance with the City's procurement policies.

LEGAL REVIEW: The agreement has been reviewed and approved by the City Attorney, Patrick G. Gilligan.

ALTERNATIVE:

Table for further discussion and guidance.

SUPPORT MATERIALS:
Contract for OPD Taser Cartridges (PDF)

Axon Enterprise, Inc.
Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Jared Sieg
(352) 789-3010
jsieg@ocalapd.org

Quotation

Quote: Q-100840-3
Date: 10/16/2017 11:52 AM
Quote Expiration: 11/17/2017
Contract Start Date*: 4/1/2017
Contract Term: 5 years

AX Account Number:
114242

Bill To:
Ocala Police Dept. - FL
402 S. PINE AVE.
Ocala, FL 34471
US

Ship To:
Jared Sieg
Ocala Police Dept. - FL
402 S. PINE AVE.
Ocala, FL 34471
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Georgia Leacox	800-978-2737	georgia@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 - TASER Smart Unlimited -Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
138	88135	UCP SMART - YEAR 1 PAYMENT	USD 119.88	USD 16,543.44	USD 0.00	USD 16,543.44
414	22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00
414	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 0.00	USD 0.00	USD 0.00	USD 0.00

Year 1 - TASER Smart Unlimited -Due Net 30 Total Before Discounts:	USD 16,543.44
Year 1 - TASER Smart Unlimited -Due Net 30 Net Amount Due:	USD 16,543.44

Year 2 - TASER Smart Unlimited

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
138	88136	UCP SMART - YEAR 2 PAYMENT	USD 119.88	USD 16,543.44	USD 0.00	USD 16,543.44

Year 2 - TASER Smart Unlimited Total Before Discounts:	USD 16,543.44
Year 2 - TASER Smart Unlimited Net Amount Due:	USD 16,543.44

Year 3 - TASER Smart Unlimited

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
138	88137	UCP SMART - YEAR 3 PAYMENT	USD 119.88	USD 16,543.44	USD 0.00	USD 16,543.44

Year 3 - TASER Smart Unlimited Total Before Discounts:	USD 16,543.44
Year 3 - TASER Smart Unlimited Net Amount Due:	USD 16,543.44

Year 4 - TASER Smart Unlimited

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
138	88138	UCP SMART - YEAR 4 PAYMENT	USD 119.88	USD 16,543.44	USD 0.00	USD 16,543.44

Year 4 - TASER Smart Unlimited Total Before Discounts:	USD 16,543.44
Year 4 - TASER Smart Unlimited Net Amount Due:	USD 16,543.44

Year 5 - TASER Smart Unlimited

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
138	88139	UCP SMART - YEAR 5 PAYMENT	USD 119.88	USD 16,543.44	USD 0.00	USD 16,543.44

Year 5 - TASER Smart Unlimited Total Before Discounts:	USD 16,543.44
Year 5 - TASER Smart Unlimited Net Amount Due:	USD 16,543.44

Subtotal	USD 82,717.20
Estimated Shipping & Handling Cost	USD 909.89
Grand Total	USD 83,627.09

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote ~~and Axon's Master Services and Purchasing Agreement posted at https://www.axon.com/legal/sales-terms-and-conditions.~~ You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (if needed): _____

Quote: Q-100840-3

Please sign and email to Georgia Leacox at georgia@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

'Protect Life'© and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.

Approved as to form and legality:

_____
Patrick G. Gilligan, City Attorney

Attest:

_____
Angel B. Jacobs, City Clerk

These Axon Enterprise, Inc. (**Axon**) Unlimited Cartridge Plan Terms and Conditions (**Agreement**) apply to your (**Agency**) purchase under the Axon Unlimited Cartridge Plan (**UCP**). In the initial delivery, and each year thereafter, the Agency will receive 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing UCP for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **UCP Term**. The UCP Term start date is based upon the ship date of the initial delivery (**Start Date**) The UCP Term will end 5 years after the Start Date (**Term**).

2. **UCP Requirements**. In order to make a purchase under the UCP, the Agency must purchase the UCP for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a CEW in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the UCP. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.

3. **Payment Terms.** Axon invoices for the UCP on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

   Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. Additional users may be added during the term. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.

4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is Axon's responsibility. Shipping dates are estimates only.

6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7. **Hardware Limited Warranty.** Axon warrants its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or

replace with the same or like Product, at Axon's option.

8. **Warranty Limitations.**
The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, strict liability, tort or under any other legal theory.

9. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support .

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

10. **Product Warnings.** See our website at www.axon.com for the most current product warnings.

11. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. TASER may replace end of life products with the next generation of that product without notifying the Agency

12. **UCP Termination.**
    a. **By Either Party**. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.
    b. **By the Agency**. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required

under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year. In the event the Agency terminates this Agreement after the Agency receives the PPM, the Agency will be invoiced and obligated to pay for the remainder of the MSRP for the PPM received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the PPM to Axon within 30 days of the date of termination.

c. **Effect of Termination**. Upon termination for any reason, Axon will discontinue shipments to the Agency on the effective date of termination.

13. **Excusable Delays**. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

14. **Proprietary Information**. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

15. **Import and Export Compliance**. In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.

16. **Assignment**. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.

17. **Severability**. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

18. **Governing Law; Venue**. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19. **Entire Agreement**. This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

☐☐AXON, Axon, X2, X26, TASER CAM, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 13, 2015

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from TASER International. TASER is also the sole distributor of all TASER® brand products in the States of CT, DE, FL, GA, HI, IL, IN, MA, MD, ME, MN, MS, NH, NJ, NY, OK, OR, PA, RI, TX, VA, VT, WI, WV, and the District of Columbia.

TASER CEW Descriptions

X2™ CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

X26P™ CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

TASER Brand CEW Model Numbers

TASER Product Packages

SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS Choose an item.	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS
TASER International, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**TASER International, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

Smart, TASER CAM, Trilogy, X2, and X26P are trademarks of TASER International, Inc., and TASER, Axon, and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.

Post Comment | View Q&A

Transaction Fee:	Yes
Format:	Client Purchase
ProRFx ID:	**RFI02161500000040**
Solicitation No:	SSP-117 UPDATED
ProRFx Type:	RFI: Supplies
Template:	RFI (Unit Price)
Listing Category:	[46000000] Defense and Law Enforcement a... MORE [46100000] Light weapons and ammunition [46101500] Firearms
Bid Name:	SSP-117 X2 CEW and X26P CEW Taser UPDATED

Scope of Work:

It is the intent of the City of Ocala to purchase the product listed. This particular product may be classified as "Sole Source." If you believe your company has the capabilities of supplying a "like" (equal, equivalent, and/or identical) product, please provide, in writing, by posting a response, any and all descriptive information an...
VIEW ALL

Listing Image:	Taser.jpg **(JPG, 1 KB)**
Listed By:	**CITY OF OCALA**
Industry Type:	City and town managers' offices
Listing Creator:	Contact information
Contact Name:	Ms. Susan Martins UPDATED
Contact Email:	smartins@ocalafl.org UPDATED
Contact Phone:	
Ship to Location:	110 SE Watula Avenue
Address1:	110 SE Watula Avenue
Address2:	
City: Ocala	**State:** FL **Zip/Postal:** 34471
Listing Class.:	**RFI** **Request For Information**
Listing Start Date:	2/17/2015 10:33:51 AM EST
Listing Ends After:	End Date/Time reached
Listing End Date:	2/26/2015 1:00:00 PM EST
Bid Closes:	**2/26/2015 1:00:00 PM EST**
Listing Status:	**CLOSED** No Bids

File #: 2024-0083 Agenda Item #: 8h.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of additional electric meters from Wesco Distribution, Inc. with an estimated expenditure of $1,000,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence .

PROOF OF PUBLICATION:
Sole source released to the public: 11/9/2022

BACKGROUND:

Ocala Electric Utility (OEU) routinely purchases electric meters and holds them in inventory until needed for new construction or replacement. These meters are an ongoing operational expense that ensure accurate measurement of electricity sold to residential and commercial customers. Over the past five years, OEU has purchased an average of 2,600 electric meters annually to support operations. These associated expenditures will be recouped over time through the customer service charge.

On November 9, 2022, the City released its Request for Information No. 230038, Sole Source Posting ("SSP") No. SSP-195, for Honeywell electrical meters. The sole source was posted for 15 business days as required by section 120.57(3), Florida Statutes. Wesco Distribution, Inc. is the only authorized distributor of Honeywell electrical meters for the state of Florida. These meters are proprietary Honeywell products and the only meters that communicate with the advanced metering infrastructure (AMI) data collection software.

FINDINGS AND CONCLUSIONS:

Due to planned development within OEU service territory, staff anticipates new electric service connections will be provided to approximately 3,000 homes. Additionally, 800 electric meters will be required to replace units currently lacking remote communication technology, and 1,200 electric meters are projected for routine exchanges.

Staff recommends approval of the purchase of 5,000 electric meters from Wesco Distribution, Inc., at an average cost of $200, for an estimated total expenditure not to exceed $1,000,000.

FISCAL IMPACT:

Inventory items are accounted for using account #457-141-000-000-41-14100.

PROCUREMENT REVIEW:

These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

N/A. The City's Standard Purchase Order Terms & Conditions will be utilized for the procurement of these goods.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SSP-195 Munis 230038

City of Ocala

Request for Sole Source Procurement

This form MUST be used for commodities or services that are available from only one source and there are no alternates. Forward to bids@ocalafl.org sixty (60) days prior to actual need.

Date Submitted: 11/7/2022 **Requesting Division/Department:** Electric

Contact Person: Mary Ann St. Laurent/Lisa Crouthamel **Telephone Number:** 352-351-6705

Commodity/Service: WESCO Distribution, Inc.

Describe the commodity or service and its function: Elster meters

Cost of Commodity or Service: $ 750,000

Vendor Name: WESCO Distribution, Inc. **Contact Name:** Ashley (Cirlot) Miller

Address: 5971 Pershing Avenue, **City/State/Zip:** Orlando, FL 32822

Contact Phone Number: o.407.434.4025 m. 813.476.3942 **Contact E-Mail Address:** acirlot@wescodist.com

This purchase is clearly and legitimately limited to a Sole Source because the commodity or service is: _____

Item(s) are available from only one source and there are no alternates (*initials required*): _____ *Initials*

Attach vendor documentation* certifying that the vendor is the only source for the commodities or services in question or holds the production, copyrights, trademark, and/or patent to the item.

Check the following statement(s) that apply:

☑ The vendor holds the exclusive distribution rights for the item in question.

☐ The commodity to be purchased is the only item compatible with existing equipment owned by the City.

☐ The vendor is the sole provider of the commodities or services which have unique characteristics essential to the needs of the City to perform the intended function and no other goods or service will be suitable for use by the City.

**Note: Certifying documentation must be attached to this form or it will be rejected.*

Rev. 2021-07

What steps were taken to verify that these features are not available elsewhere?

☐ Other brands/manufacturers were examined (please list names, phone numbers, and explain why they are not suitable for use by the City. Attach additional pages as necessary): _____

☐ Other vendors were contacted (please list names, phone numbers and explain why those contacted would not meet the needs of the City. Attach additional pages as necessary): _____

☑ State why this is the only source for the required commodity or service (attach additional pages as necessary): Meters are proprietary Honeywell products and the only ones that communicate with the AMI Meter data collection software (Connexo NetSense).

I hereby certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful.

Lisa M Crouthamel Digitally signed by Lisa M Crouthamel Date: 2022.12.07 12:23:39 -05'00' — 12/7/22

Requester's Signature — Date

Doug Peebles Digitally signed by Doug Peebles Date: 2022.12.07 12:57:13 -05'00' — 12/7/22

Requesting Director's Signature — Date

For Procurement Use Only

Sole Source Number (if applicable): SSP-195 **Date Listing Posted:** 11/9/2022

This request appears to be sole source.	☑ Yes	☐ No
If, no. Is this a standardization?	☑ Yes	☐ No
Is Council approval required?	☑ Yes	☐ No
Was this Procurement posted on the Internet?* *this requirement is for sole sources	☑ Yes	☐ No

Comments/Justification:

If Protested successfully, Vendor who provides similar goods/services: _____

Date Sole Source Terminated: _____

Procurement Staff Reviewer Signature — 12/7/2022 Date

Approved ☑ Denied ☐

Raphine M. Rolle — 12/7/2022

Chief Procurement & Contracting Officer — Date

NOTE: Section 838.22 Florida Statutes, it is unlawful (**second degree felony**) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities (goods) or services.

Honeywell

Elster Solutions, LLC
208 S. Rogers Lane
Raleigh, NC 27610-2144
United States

November 9, 2022

Ocala Electric Utility
City of Ocala
1805 NE 30th Ave., Bldg. 400
Ocala, FL 34470

Subject: Sole Source Letter

To Whom it May Concern:

The meters below are proprietary Honeywell products and can only be purchased through a Honeywell distributor. Wesco Distribution, Inc. is our only authorized distributor for the City of Ocala.

Electricity meters:

- REXU, styles beginning with ZH (Example; ZHCW4A00004 for Form 2S with disconnect)
- A3, styles beginning with ZD (Example: ZD3210P80L9 for Form 9S Node)

Very truly yours,

Robert Henes
Director, Customer Support
Elster Solutions, LLC

	Meter Pricing List		9/20/2023
Item	**Description**	**MFG #**	**Price**
E21011112	E21011112 - METER FM1S 120V WITH DISCONNECT	ZHA33A00005	$204.50
E21020124	E21020124 - METER FM2S 240V NO DISCONNECT	ZHCW4000005	$201.59
E21020224	E21020224 - METER FM2S NET 240V NO DISC - NET-METER CAPABLE/GREEN NAME PLATE	ZHCW4000004 "Net Meter"	$124.13
E21021124	E21021124 - METER FM2S 240V W/DISCONNECT	ZHCW4A00004	$202.64
E21021224	E21021224 - METER FM2S NET 240V W/ DISC - NET-METER CAPABLE/GREEN NAME PLATE	ZHCW4A00004 "Net Meter"	$231.51
E21032150	E21032150 - METER FM3S 120-480V NO DISCONNECT	ZDA210PH0A2	$678.44
E21040124	E21040124 - METER, FM4S 240V NO DISCONNECT	ZHC24000004	$176.86
E21042150	E21042150 - METER FM4S 120-480V NO DISCONNECT	ZDC210PH0A2	$561.36
E22121112	E22121112 - METER FM12S 120V WITH DISCONNECT	ZH5W3A00004	$204.98
E23992150	E23992150 - METER, FM8S/9S 120-480V NO DISCONNECT - WHITE NAME PLATE	ZD3210PH0A2	$429.72
E28882150	E28882150 - METER FM15S/16S 120-480V NO DISCONNECT - WHITE NAME PLATE	ZD3410PH0A2	$429.72

File #: 2024-0110 Agenda Item #: 8i.

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Approve grant agreement between City of Ocala and Community Foundation for Ocala/Marion County for the Community Paramedicine Program in the amount of $142,086

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
AdventHealth Ocala ("AdventHealth"), in partnership with the City of Ocala ("City"), by and through Ocala Fire Rescue ("OFR"), provides a Community Paramedicine Program (the "Program"). This Program has helped physicians monitor the health of vulnerable patients to produce better outcomes and reduce the number of ambulance transports, visits to the emergency department, and hospital readmissions.

City Council has approved Grant Agreements for Community Paramedicine Services between the City and the Community Foundation for Ocala/Marion County ("Community Foundation") to facilitate the Program since September 1, 2021.

FINDINGS AND CONCLUSIONS:
OFR and Community Foundation agree that it would be beneficial to the citizens of the City of Ocala for the Community Paramedicine Program to continue. Through this grant, Community Foundation will reimburse approximately 80% of the costs incurred by the City to operate the Program.

FISCAL IMPACT:
The Community Foundation will reimburse the City of Ocala, Fire Rescue $142,086. Funds will continue to be applied to account 001-369-000-000-16-36929 and expenditures will be applied to accounts 001-051-902-522-52-*. The Program is estimated to cost $173,657. The remainder ($31,571) will be absorbed within the Fire Rescue budget.

PROCUREMENT REVIEW:
This Agreement has been reviewed in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2023**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA,** by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2023-2024 year will be **$142,085.95**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2023** to **August 31, 2024**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding $11,840.49 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County.**

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

James P. Hilty, Sr., City Council President Date

Approved as to form and legality:

_____

William E. Sexton, Esq., City Attorney

Attest:

_____

Angel Jacobs, City Clerk

Legislation Details (With Text)

File #:	2023-0179		
Type:	Agenda Item	**Status:**	Agenda Ready
File created:	11/4/2022	**In control:**	City Council
On agenda:	12/6/2022	**Final action:**	
Title:	Approve funding received for the 2022-2023 renewal of the grant agreement with the Community Foundation for Ocala/Marion County extending the community paramedic program until August 31, 2023, in the amount of $123,553		
Sponsors:			
Code sections:			
Attachments:	1. FOR COUNCIL - 2022-2023 CF-City Paramedicine Grant Agreement, 2. AHO Community Paramedicine Partnership Notice-Letter 8-26-2022, 3. Original Agreement - Grant Agreement for Community Paramedicine Services - OFR 210495		

Date	Ver.	Action By	Action	Result

Submitted By: Amy Johnson

Presentation By: Clint Welborn

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Approve funding received for the 2022-2023 renewal of the grant agreement with the Community Foundation for Ocala/Marion County extending the community paramedic program until August 31, 2023, in the amount of $123,553

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
AdventHealth Ocala ("AdventHealth"), in partnership with the City of Ocala ("City"), by and through Ocala Fire Rescue ("OFR"), provides a Community Paramedicine Program (the "Program"). This Program has helped physicians monitor the health of vulnerable patients to produce better outcomes and reduce the number of ambulance transports, visits to the emergency department, and hospital readmissions.

On August 17, 2021, City Council approved the Grant Agreement for Community Paramedicine Services

between the City and the Community Foundation for Ocala/Marion County ("Community Foundation") to facilitate the Program for a one-year term, from September 1, 2021, to August 31, 2022.

FINDINGS AND CONCLUSIONS:
On September 20, 2022, City Council approved the one-year renewal of the Community Paramedicine Grant Agreement from September 1, 2022, through August 31, 2023 (the "Renewal Period") in an amount equal to or greater than $97,487.67. AdventHealth, through the Community Foundation, has now formally awarded funding for the 2022-2023 year in the amount of $123,553 for the Renewal Period.

OFR and Community Foundation agree it would be beneficial to the residents for the Community Paramedicine Program to continue.

FISCAL IMPACT:
The Community Foundation will continue to reimburse the City for the Community Paramedicine Program and services provided by OFR based on invoices submitted. Funds will continue to be applied to account 001-369-000-000-16-36929 and expenditures will be applied to accounts 001-051-902-522-52-*. The program is estimated to cost $151,000. The remaining ($27,447) will be absorbed within the OFR budget. An accompanying budget resolution is provided on the consent portion of the same agenda.

PROCUREMENT REVIEW:
This grant renewal has been reviewed for compliance with the City's Procurement Policy.

LEGAL REVIEW:
The grant agreement renewal will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

NONPROFIT RESOURCE CENTER

CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2022**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA,** by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2022-2023 year will be **$123,553.00**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2022** to **August 31, 2023**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 10th of each month for reimbursement not exceeding $10,296.08 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County.**

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director — Date: 12/16/22

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

James P Hilty SR — 12 / 15 / 2022

James P. Hilty, Sr., City Council President — Date

Doc ID: e6f74249dbb2eb1e485ea84647f2a79a9965e44d

Approved for form and legality:

William E. Sexton

William E. Sexton, City Attorney

Attest:

Angel B. Jacobs

Angel Jacobs, City Clerk

Doc ID: e6f74249dbb2eb1e485ea84647f2a79a9965e44d

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 08/17/21

Subject: Community Foundation for Community Paramedicine

Submitted By: Clint Welborn

Department: Fire & Emergency Services

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 15999) grant agreement with the Community Foundation for Ocala/Marion County to provide a community paramedic program in the amount of $97,488

OCALA'S RELEVANT STRATEGIC GOALS: Fiscally Sustainable, Operational Excellence, Quality of Place

PROOF OF PUBLICATION: N/A

BACKGROUND:

AdventHealth Ocala, in partnership with the City of Ocala, by and through its Ocala Fire Rescue, will be providing a community paramedicine program. This program will help physicians monitor the health of vulnerable patients to produce better outcomes and reduce the number of ambulance transports, visits to the emergency department, and hospital readmissions.

Key Program Aspects:

- Ocala Fire Rescue (OFR) will staff one community paramedic, Monday through Friday from 8 am to 5 pm for the post-discharge re-admission program.
- OFR will provide post-discharge care by having the community paramedic visit the patients at home after discharge to monitor the patient's condition, answer health questions, and provide coaching on home care and healthcare equipment use and maintenance, and ensure patients have access to medications prescribed to them.
- There will be a maximum of twenty (20) patients at any given time in the program.
- Each patient that participates in the Program will remain in the Program for at least thirty (30) days which may be extended up to ninety (90) days as needed.
- OFR will provide medical oversight for the Program through its Medical Director as it relates to the community paramedic.
- The term of the Program will being September 1, 2021 through August 31, 2022, and may be renewed by mutual written consent.

The Community Foundation for Ocala/Marion County will provide a grant to the City to fund approximately 80% of the cost of the community paramedicine program.

FINDINGS AND CONCLUSIONS:

The City of Ocala, through Ocala Fire Rescue and the Community Foundation for Ocala/Marion County, agree it would be beneficial to the residents for a community paramedicine program to be in place. The Community Foundation for Ocala/Marion County will reimburse the City for approximately 80% of its cost through this grant.

FISCAL IMPACT:

The Community Foundation for Ocala/Marion County will reimburse the City of Ocala, Fire Rescue $97,488 in monthly installments for expenses not to exceed $8,117 per month. Funds will be applied to account 001-369-000-000-16-36929. A corresponding budget resolution is provided in the consent portion of this agenda. Staff estimates the program will cost $125,390 total. The Community Foundation will fund $97,488. The remainder ($27,902) will be absorbed within the Fire/Rescue budget.

PROCUREMENT REVIEW:
This agreement has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:
The contract will be reviewed and approved for form and legality by the City Attorney, Robert W. Batsel Jr.

ALTERNATIVE:
Deny

SUPPORT MATERIALS:
2021 Community Foundation Paramedicine Grant Agreement REVISED 7-26-21 (PDF)

CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **August 17, 2021**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA,** by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2021-2022 year will be **$97,487.67**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **SEPTEMBER 1, 2021** to **AUGUST 31, 2022**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated August 17, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 10th of each month for reimbursement not exceeding $8,117.41 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County.**

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren B. Deiorio

Lauren Deiorio, Executive Director — Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Justin Grabelle, City Council President — Date

791

Doc ID: 8833eb0661f47a1ae52786a274976693ebf2e148

Approved for form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr., City Attorney

Attest:

Angel B. Jacobs

Angel Jacobs, City Clerk

Doc ID: 8833eb0661f47a1ae52786a274976693ebf2e148

TITLE	For Signature: Grant Agreement for Community Paramedicine...
FILE NAME	Grant Agreement f...es OFR 210495.pdf
DOCUMENT ID	8833eb0661f47a1ae52786a274976693ebf2e148
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**08 / 19 / 2021** 09:17:49 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Justin Grabelle (jgrabelle@ocalafl.org), Angel B. Jacobs (ajacobs@ocalafl.org) and Lauren Deiorio (lauren@communityfoundation.org) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**08 / 19 / 2021** 15:23:00 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**08 / 19 / 2021** 15:24:12 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**08 / 24 / 2021** 10:16:33 UTC-4	Viewed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81
SIGNED	**08 / 24 / 2021** 10:16:46 UTC-4	Signed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81

HELLOSIGN

Audit Trail

TITLE	For Signature: Grant Agreement for Community Paramedicine...
FILE NAME	Grant Agreement f...es OFR 210495.pdf
DOCUMENT ID	8833eb0661f47a1ae52786a274976693ebf2e148
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

VIEWED	**08 / 24 / 2021** 10:18:17 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 40.94.28.212
SIGNED	**08 / 24 / 2021** 10:32:04 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
EMAIL CHANGED	**08 / 24 / 2021** 10:40:30 UTC-4	lauren@communityfoundation.org was changed to lauren@ocalafoundation.org after requester reassignment. IP: 67.231.55.34
VIEWED	**08 / 24 / 2021** 11:02:04 UTC-4	Viewed by Lauren Deiorio (lauren@ocalafoundation.org) IP: 216.255.255.6
SIGNED	**08 / 24 / 2021** 11:02:32 UTC-4	Signed by Lauren Deiorio (lauren@ocalafoundation.org) IP: 216.255.255.6
COMPLETED	**08 / 24 / 2021** 11:02:32 UTC-4	The document has been completed.

File #: 2024-0115 Agenda Item #: 8j.

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve five-year contract with Rubicon Global, LLC for sanitation work order and routing system, Rubicon, with an estimated aggregate expenditure of $254,380

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
In 2018, the Public Works Sanitation Division (the "Sanitation Division") implemented the Dude Solutions Mobile 311 work order management system. The Mobile 311 system is limited to only work orders and does not provide any functionality for sanitation routing.

In 2022, the Sanitation Division began looking into routing software options due to increased growth in the City and the need to improve operational efficiencies. After conducting market research, the Sanitation Division decided to test the work order and routing system offered by Rubicon Global, LLC ("Rubicon"). On July 31, 2023, Rubicon extended a complimentary three-month demonstration period during which Rubicon proactively collected information from the Sanitation Division and seamlessly integrated it into their system. Additionally, Rubicon facilitated comprehensive training sessions. Nearing the end of the three-month demo, the Sanitation Division has found that Rubicon meets the ongoing need for a work order and routing system software solution. Rubicon also provides service to numerous other cities including Atlanta, Miami, Coral Gables, Houston, and Denver.

FINDINGS AND CONCLUSIONS:

On October 16, 2023, the Sanitation Division sought, and was granted, a procurement exception by the City's Procurement and Contracting Officer to procure the Rubicon software solution using Sourcewell's competitively solicited contract for fleet management technologies, Contract No.: 020221-RUB. The contract

is valid through March 26, 2025.

It is no longer cost-effective for Sanitation to have a single-purpose work order system such as Dude Solutions. Staff recommends purchasing Rubicon, a fully integrated software solution system specifically designed for solid waste and recycling operations. This will provide a work order system in addition to an effective routing system software. This system will produce reports to show cost savings. The system is easy to operate by Sanitation Division staff from their office computers and the field personnel from their tablets. Work orders are easy to submit and complete. The route information is easy to change and update. It shows all drivers who have completed all stops and indicates problem stops. Rubicon has provided excellent customer service and has been responsive to all department needs.

FISCAL IMPACT:
Funds for the first annual payment of $56,476.00 are available and encumbered in the FY24 CIP account #453-023-603-534-53-52045 and will be paid under Munis Contract No. PWD/240066. The table below provides a breakdown of the total amount requested for the contract term:

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	$56,476.00
Year 2 Cost	$49,476.00
Year 3 Cost	$49,476.00
Year 4 Cost	$49,476.00
Year 5 Cost	$49,476.00
Total Cost (60-month contract)	$254,380.00

Subsequent yearly renewals will be split between residential and commercial sanitation accounts 453-023-325-534-53-52045 (commercial) and 453-023-326-534-53-52045 (residential) and paid under the same Munis Contract No. PWD/240066.

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

MASTER SOFTWARE SERVICES AGREEMENT

THIS MASTER SOFTWARE SERVICES AGREEMENT (this "Agreement") is made and entered into as of DATE CONTRACT IS SIGNED, by and between RUBICON GLOBAL, LLC, a Delaware limited liability company ("Rubicon"), and The City of Ocala with a principal place of business at 110 SE Watula Ave, Ocala, FL 34471 ("Client"). This contract is made pursuant to Sourcewell Contract #020221-RUB by and between Rubicon Global, LLC and Sourcewell, which commenced March 26, 2021 (the "Sourcewell Contracts"). The City of Ocala's Sourcewell Account number is #18836.

In consideration of the mutual covenants and agreements made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity that is controlled by Client, where "control" means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests in an entity.

1.2 "Agreement" means this Agreement, and any Orders, exhibits, Statements of Work and amendments to the foregoing.

1.3 "Client" means the entity entering into this Agreement and any Affiliate designated in this Agreement or an Order which is authorized to receive the Subscribed Services. Client shall be fully responsible for the performance of all of its Affiliates' obligations under this Agreement.

1.4 "Client Content" means all data, imagery, information and other content (a) transmitted by or on behalf of Client through the System; (b) provided by Client or on Client's behalf for use in connection with the Subscribed Services; or (c) otherwise processed or stored by Rubicon or its contractors on Client's behalf pursuant to this Agreement.

1.5 "Documentation" means the then-current, commercially available user manuals, training materials and technical manuals relating to the Subscribed Services provided to Client by Rubicon pursuant to this Agreement.

1.6 "Effective Date" means the earlier of (a) the date this Agreement and the first Order are accepted and signed by Rubicon; or (b) the date Client begins using or receiving the Subscribed Services.

1.7 "Intellectual Property Rights" means, on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademark, service mark and trade name rights and any similar rights recognized under applicable law; (c) rights in confidential information and trade secret; (d) patents and patentable rights; (e) all rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions).

1.8 "Marks" means the trademarks, service marks or trade names of Client.

1.9 "Order(s)" means the order(s), and any amendments thereto, executed by the parties and which references this Agreement. Each Order shall specify the Subscribed Services being subscribed for, the licensing parameters, the term of the Order, the applicable fees, billing period, and other charges, as well as payment terms. Each Order with the terms of this Agreement, and any exhibits and amendments to such Order, is a separate and independent contractual obligation of Rubicon from any other Order. In the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of such Order shall prevail.

1.10 "Professional Services" means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Subscribed Services specified in a Statement of Work.

1.11 "Rubicon Software" means Rubicon's proprietary software programs used by Rubicon to provide the Subscribed Services (including, without limitation, all source code, object code, designs, copyrightable works, ideas, inventions, technology and other Intellectual Property Rights therein), as modified, enhanced or replaced by Rubicon from time to time. For the avoidance of doubt, Rubicon Software does not include Client Content.

1.12 "Statement of Work" means a document executed by both parties that describes the Professional Services to be performed by Rubicon pursuant to the Professional Services Terms (as defined in Section 2.6), including without limitation, the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference this Agreement and be sequentially numbered. Each Statement of Work with the Professional Services Terms, and any exhibits, change orders and amendments to such Statement of Work, is a separate and independent contractual obligation of Rubicon from any other Statement of Work.

1.13 "Subscribed Services" means Rubicon's proprietary, web-based services set forth in an Order which are provided to Client on a subscription basis and enable use of the Rubicon Software through the System.

1.14 "System" means the Rubicon Software and the server grade computers and related networks maintained by or on behalf of Rubicon and its third-party providers to host the Rubicon Software and provide the Subscribed Services to Client, all as hereafter modified, enhanced or replaced by Rubicon.

1.15 "Third Party Offerings" means services delivered or performed by third parties independently of Rubicon related to the Subscribed Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Subscribed Services.

1.16 "Work Product" means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables or any portions of the foregoing that Rubicon creates, whether alone or jointly, while performing Professional Services or any other services hereunder. Work Product excludes: (a) the Subscribed Services; (b) the System; (c) any generic routines or code that have general application to the Rubicon Software or System; and (d) all modifications, alterations, derivative works and enhancements to the foregoing, and all copies thereof.

2. Services.

2.1 Subscribed Services. Subject to the terms and conditions set forth herein, including without limitation, Client's payment of all applicable fees, Rubicon hereby agrees to provide the Subscribed Services, and in connection therewith, Rubicon hereby grants to Client during the term of the applicable Order a non-exclusive, non-transferable, non-sublicensable, limited right and license to (a) access and use of the Subscribed Services subject to the terms specified in the SOW and as specified in the applicable Order, solely for Client's internal use; (b) to transmit and receive Client Content to and from the System; and (c) use the Documentation in connection with such rights. The rights granted to Client pursuant to any Order shall terminate upon the termination or expiration of this Agreement or the applicable Order for any reason. All rights not expressly granted to Client are reserved by Rubicon and its licensors.

2.2 Limitations. Client shall not: (a) access or use any portion of the Subscribed Services or System except as expressly authorized pursuant to an Order; (b) cause or permit decompilation, reverse assembly or reverse engineering of all or any portion of the Subscribed Services or System; (c) copy any ideas, features, functions or graphics of the Subscribed Services or System or modify or make derivative works based upon the Subscribed Services or System; (d) delete, fail to reproduce or modify any patent, copyright, trademark or other proprietary rights notices which appear on or in the Subscribed Services, System or Documentation; or (e) directly or indirectly, sublicense, relicense, distribute, disclose, use, rent or lease the Subscribed Services or System, or any portion thereof, for third party use, third party training, facilities management or time-sharing, or use as an application service provider or service bureau. Without limiting the foregoing, Client may not use the Subscribed Services or System to: (i) send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or performance of the Subscribed Services, System or the data contained therein; or (iii) attempt to gain unauthorized access to the Subscribed Services or System.

2.3 Support. Client will be responsible for providing first line maintenance and support to its authorized end users in connection with the Subscribed Services. Qualified employees of Client who have been trained on use of the Subscribed Services (the "Designated Employees") to contact Rubicon with technical questions or issues with respect to the

Subscribed Services and to report System outages or failures. Rubicon shall respond to the technical support questions from the Designated Employees and commence the process of responding to System or Subscribed Services outages or failures in accordance with Rubicon's standard procedures. The Designated Employees shall assist Rubicon in resolving issues with the Subscribed Services and System as Client resources allow. Rubicon acknowledges that limited availability of Designated Employees does not, under any circumstance, waive Rubicon's obligations described in Addendum A. Rubicon is under no obligation to provide functional updates, enhancements or upgrades to the System or Subscribed Services by any time certain.

2.4 System Availability. Rubicon will use commercially reasonable efforts to enable and maintain access to the Subscribed Services. Updates to the System will be scheduled for evenings and/or weekends to minimize disruption. Client acknowledges and agrees that certain portions of the Subscribed Services, including without limitation, data storage, hosting, and System hardware management, may be provided by third party service providers. Rubicon will provide ongoing management of the System, located at the third-party provider's location, in accordance with Rubicon's agreement with the third-party provider(s), in order to maintain the best practical availability of the Subscribed Services. Rubicon may change its third-party data hosting provider to another hosting provider, in Rubicon's sole discretion, from time to time. Additional system availabilities can be found in Addendum A.

2.5 Browsers. Client acknowledges and agrees that the Subscribed Services will only be compatible with and support use with the most recently superseded version for one year from the date of the general release of the then-current version, of the following browsers: Edge, Firefox, Safari and Google Chrome.

2.6 Professional Services. If requested and as available, Rubicon will provide Client with Professional Services pursuant to mutually agreeable Statements of Work in accordance with the Professional Services Terms attached hereto as Exhibit A ("Professional Services Terms").

2.7 Provisioning of the Subscribed Services. Rubicon may update the functionality and user interface of the Subscribed Services from time to time in its sole discretion as part of its ongoing improvement of the Subscribed Services. Client agrees that its subscription to the Subscribed Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Rubicon regarding future functionality or features.

3. Client Obligations.

3.1 Resources. Except as expressly set forth herein, Client and its end users shall be solely responsible for providing all resources, equipment and software at its or their respective facilities which are necessary for them to access the System and/or receive the Subscribed Services. Client and its end users must provide all equipment and licenses necessary to access and use the Internet, and pay all fees associated with such access and use. To the extent Rubicon's provision of the Subscribed Services requires data, documents, information or materials of any nature to be furnished, in whole or in part, by Client or its employees, agents, contractors, representatives or authorized users, Client will cause such employees, agents, contractors, representatives and authorized users to furnish such data, documents and information in a manner which permits Rubicon to perform the Subscribed Services as contemplated herein.

3.2 Third Party Coordination; Required Consents. To the extent the Subscribed Services require access to a third party service provider who is under contract with Client, or access or use of such provider's information or interconnection with such provider's services, facilities, technology or systems in order to receive or transmit Client Content, Client shall be responsible for obtaining any required third party licenses or consents necessary for Rubicon to access and use such information, services, facilities, technology or systems.

3.3 Third-Party Web Sites, Products and Services. The Subscribed Services may rely on or require that Client access Third Party Offerings. If Client elects to use the Subscribed Services with Third Party Offerings, Client agrees that: (a) its use of Third Party Offerings must at all times comply with the terms of service governing such offerings; and (b) Rubicon has the right to export and import Client Content to and from such Third-Party Offerings for purposes of delivering the Subscribed Services purchased by Client. Client's or its user's use of third-party websites must at all times comply with the terms of service governing such websites. Client understands and agrees that the availability of the Subscribed Services, or certain features and functions thereof, is dependent on the corresponding availability of Third-Party Offerings or specific features and functions of Third-Party Offerings. Rubicon will not be liable to Client or any third party in the event that changes in Third Party Offerings cause the unavailability of the Subscribed Services or any feature or function thereof. Rubicon may also refer Client to third party service providers that offer Third Party Offerings. Rubicon does not make any representations

or warranties regarding any such Third Party Offerings, whether or not such Third Party Offerings or services are designated by Rubicon as "certified," "approved," "recommended" or otherwise, or the services are provided by a third party that is a member of a Rubicon partner program. To the extent that Rubicon requires that Client grant Rubicon authorizations, passwords or other user credentials to a Third-Party Offering ("Rubicon Access Codes") to retrieve Client Content or to enable interoperability with the Subscribed Services, Client shall promptly provide such Rubicon Access Codes.

3.4 Integrated Third-Party Software. Rubicon may integrate third-party computer software into the Subscribed Services. In such an event, Rubicon will obtain, at no additional charge to Client, all rights necessary for Client to use such third-party computer software with the Subscribed Services. All free software is distributed to Client WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A copy of the free software is included with the Subscribed Services. Rubicon disclaims on behalf of all individuals or entities that distributed such free software to Rubicon (the "Contributors") all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose; and Rubicon excludes on behalf of all such Contributors (i) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits; and (ii) any provisions which differ from this Agreement which are offered by any particular Contributor alone and not by any other party.

3.5 Compliance with Laws. Client will comply with all applicable laws, rules and regulations relating to Client's or its authorized user's receipt or use of the Subscribed Services. Without limiting the foregoing, Client will be solely responsible for determining the extent to which the design or provision of the Subscribed Services is subject to any privacy laws or regulations ("Privacy Laws") or the oversight of any regulatory agency charged with the enforcement thereof ("Regulatory Oversight"). To the extent that the design and operation of the Subscribed Services is subject to any Privacy Laws or Regulatory Oversight, Client will specify any procedures to be taken by Rubicon during the customization and provision of the Subscribed Services to cause the Subscribed Services to be in compliance with such Privacy Laws and Regulatory Oversight. Client shall not export the Subscribed Services, System or Documentation in violation of U.S. Department of Commerce export administration regulations.

3.6 Activity. Rubicon will provide Client access to the Subscribed Services by issuance of a confidential site address and passwords to Client. Client is responsible for maintaining the confidentiality of such address and passwords and any activity that transpires through the use of such address and passwords. Client shall: (a) notify Rubicon immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Rubicon immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of Client Content that is known or suspected by Client; and (c) not impersonate another Rubicon client or user or provide false identity information to gain access to or use of the Subscribed Services.

4. Prices; Ordering; Payment.

4.1 Invoicing and Payment. Except as otherwise specified in an Order or Statement of Work: (a) Client shall pay to Rubicon all fees, charges and expenses due and owing pursuant to an Order or Statement of Work in U.S. dollars to the address designated on the invoice within thirty (30) days following Rubicon's invoice date; and (b) all payment obligations are non-cancellable, non-refundable and non-contingent. Client may not set-off any amounts owing to Client against any payments owing to Rubicon hereunder. Payments which are not received when due shall bear interest at the lesser of the maximum amount chargeable by law or one and a half percent (1½%) per month commencing with the date payment was due. In addition, in the event Client fails to timely pay any fees or charges when due, Rubicon may, in its discretion, suspend or terminate any Subscribed Services or other services hereunder in accordance with Section 5.4. Client will continue to be charged for all Subscribed Services and other services during any period of suspension.

4.2 Taxes and Duties. Excluding taxes based on Rubicon's net income, Client is liable and responsible for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Client's receipt or use of the Subscribed Services, whether or not Rubicon invoices Client for such taxes, duties or customs fees, unless Client timely provides Rubicon with a valid tax exemption or direct pay certificate showing Client is exempt from such payments. If Rubicon is required to pay any such taxes, duties or customs fees, Client shall reimburse Rubicon for such amounts in accordance with Section 4.1, and Client further agrees to indemnify, defend and hold harmless Rubicon for any such taxes, duties and customs fees and any related costs, interest and penalties paid or payable by Rubicon with respect thereto.

4.3 Audits. During the Term, upon thirty (30) days prior written notice to Client, Rubicon may audit Client's facilities, records and use of the Subscribed Services to determine Client's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business.

5. Term and Termination.

5.1 Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue for a period of Five Years unless earlier terminated in accordance with the provisions hereof. The Term shall allow for unlimited one-year extensions at additional cost.

5.2 Automatic Monthly Extension. On the last day of the Term, unless (a) an agreement for a renewal term has been executed; or (b) either party provides a written notice of non-renewal at least seven (7) days in advance of the last day of the then-current term, this Agreement will automatically extend and continue to be effective on a month-to-month basis until either (a) or (b) occurs ("Automatic Monthly Extension").

5.3 Termination. Either party may terminate this Agreement or the applicable Order or Statement of Work if the other party breaches this Agreement or such Order or Statement of Work, as applicable, and fails to correct the breach within thirty (30) days following receipt of written notice from the non-breaching party. In addition, Rubicon may terminate this Agreement immediately if Client files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or if a trustee is set up to administer a substantial portion of Client's assets or business.

5.4 Suspension of Services. In the event (a) Client fails to timely pay any fees when due; or (b) Rubicon believes, upon advice of counsel, that any element of the Subscribed Services, or Client's receipt or use thereof, violates any applicable law, rule or regulation, Rubicon may it its sole discretion suspend or terminate any Subscribed Services and other services immediately without notice.

5.5 Effect of Termination. Upon termination of this Agreement or an Order or Statement of Work for any reason, all payment obligations shall become immediately due and owing and Client shall immediately cease using the applicable Subscribed Services and return all Documentation to Rubicon. In addition, in the event this Agreement or any Order is terminated early, before completion of the applicable term, for any reason other than due to Rubicon's breach, Client shall pay to Rubicon (in addition to any other amounts due under this Agreement) as liquidated damages within thirty (30) days following any such termination, (a) any non-refundable costs incurred by Rubicon in connection with such termination including, but not limited to, hardware costs and licensing fees paid to third party licensors; and (b) fifty percent (50%) of the remaining annual recurring fees (including, without limitation, the subscription fees paid to use and access the Subscribed Services) that would have been charged for the then remaining term of the Agreement or Order(s), as applicable, all of which shall be immediately accelerated. Client acknowledges and agrees that (i) the payment of such fees does not constitute a penalty, but is due to the difficulty in estimating actual damages for early termination; (ii) such fees are a reasonable estimate of the amounts required to fairly compensate Rubicon in such events; and that (iii) such fees have taken into consideration Rubicon's cost savings due to the termination of this Agreement and the present value of accelerated payments. Upon termination of this Agreement, Client shall also return to Rubicon or destroy all copies of Rubicon's Trade Secrets and Confidential Information in every form. Upon request of Rubicon, Client agrees to certify in writing to Rubicon that it and each of its Affiliates have performed the foregoing obligations. Sections 1, 4, 5.5, 6.2, 6.3, and 7, 8, 10 and 11 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

6. Representations and Warranties.

6.1 Services Warranty. Provided that Client notifies Rubicon of the non-conformance within the warranty period, and subject to the limitations set forth herein, Rubicon warrants that the Subscribed Services will be provided substantially in accordance with the applicable Documentation for a period of ninety (90) days from the date such Subscribed Services are first provided. No specific result from the provision of Subscribed Services is assured or guaranteed. In the event of any breach of the foregoing warranty, Rubicon shall, at its option and as Client's sole and exclusive remedy, (a) re-perform the Subscribed Services which were not performed as warranted at no additional charge; or (b) in the event Rubicon is unable to re-perform such Subscribed Services after exercising commercially reasonable efforts to do so, refund the fees paid to Rubicon for the Subscribed Services which were not performed as warranted. Notwithstanding the foregoing, Rubicon shall have no obligation to provide the warranty services described in this Section 6.1 if: (i) the performance failure is at least partially

attributable to Client's deviation from applicable operating instructions or failure to perform Client's obligations set forth in this Agreement; or (ii) Client or any other person or entity (other than Rubicon) has modified the Subscribed Services.

6.2 Client Acknowledgment. Client acknowledges and agrees that it has made its own evaluation in deciding to subscribe for the Subscribed Services. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Rubicon is not responsible for the results that may be obtained from use of the Subscribed Services.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, RUBICON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SUBSCRIBED SERVICES, THE SYSTEM OR ANY OTHER SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PROFESSIONAL SERVICES. RUBICON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. RUBICON DOES NOT WARRANT THAT THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS OR ISSUES WITH THE SUBSCRIBED SERVICES, SYSTEM OR OTHER SERVICES CAN OR WILL BE CORRECTED.

7. Confidentiality.

7.1 Confidentiality. Each party (the "Receiving Party") acknowledges that it will have access to Confidential Information and Trade Secrets of the other party (the "Disclosing Party"). For purposes of this Agreement, "Trade Secrets" means information, without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and "Confidential Information" means information, other than Trade Secrets, that is of value to Disclosing Party and is treated as confidential. Rubicon's Trade Secrets and Confidential Information include, without limitation, the Subscribed Services, the System, the Documentation and object and source code for the Rubicon Software. The Receiving Party agrees to use the Trade Secrets and Confidential Information of the Disclosing Party solely for purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party agrees to discuss the Trade Secrets and Confidential information of the Disclosing Party only with, and to transmit the Trade Secrets and Confidential Information only to, those officers, employees and consultants of the Receiving Party who have a need to know the Trade Secrets or Confidential Information for the purposes set forth herein and who have agreed in writing to treat such information as confidential on terms no less restrictive than as set forth in this Agreement. The parties acknowledge and agree that the terms of any previously executed confidentiality or nondisclosure agreements shall remain in effect with respect to the information exchanged thereunder.

7.2 Security Precautions. The Receiving Party shall take commercially reasonable security precautions to prevent unauthorized use and disclosure of the Trade Secrets and Confidential Information of the Disclosing Party and shall use at least the same degree of care the Receiving Party employs with respect to its own Trade Secrets and Confidential Information, but in no event less than a reasonable standard of care. The Receiving Party shall not permit unauthorized access to the Trade Secrets or Confidential Information of the Disclosing Party.

7.3 Duration and Exceptions. With regard to Confidential Information, the obligations in this Section 7 shall continue for the Term and for a period of five (5) years thereafter. With regard to Trade Secrets, the obligations in this Section 7 shall continue for so long as such information constitutes a trade secret under applicable law, but in no event less than the Term and for a period of five (5) years thereafter. The Receiving Party's obligations with respect to Trade Secrets and Confidential Information of the Disclosing Party shall not apply to the extent such Trade Secrets or Confidential Information: (a) are previously known to the Receiving Party without restriction on disclosure; (b) cease to be secret or confidential except by reason of a breach of this Agreement by the Receiving Party; (c) are independently developed by the Receiving Party without reference to the Trade Secrets or Confidential Information of the Disclosing Party; or (d) were received from a third party without obligations of confidence and without breach of this Agreement. In addition, the Receiving Party may disclose Trade Secrets and Confidential Information of the Disclosing Party to the extent such disclosure is required by applicable law or by any governmental authority, provided the Receiving Party notifies the Disclosing Party, if permitted by law, of the applicable legal requirements before such disclosure occurs so as to enable the Disclosing Party to obtain such protection as may be available to preserve the confidentiality of such information.

8. Intellectual Property Rights.

8.1 Rubicon's Intellectual Property. Rubicon (or its licensors) retains title to the Subscribed Services, System, and Documentation, and all modifications, alterations, derivative works, and enhancements thereto, and all copies thereof and Intellectual Property Rights therein. Except as specified herein, Client does not acquire any rights, express or implied, in the Subscribed Services, System or Documentation, and has no right to commercialize or transfer the Subscribed Services, System or Documentation, in whole or in part. No license, right or Intellectual Property Right in any Rubicon trademark, trade name or service mark is granted pursuant to this Agreement. Subject only to the following, title to all Work Product will at all times remain the sole and exclusive property of Rubicon or its licensors; provided that Rubicon shall not obtain any ownership rights in any Client Content provided by, or on behalf of, Client. Upon request, Client agrees to execute such documents as may be reasonably requested by Rubicon to secure Rubicon's rights in and to the foregoing. Rubicon hereby grants Client during the term of the applicable Order a non-exclusive, royalty free (subject only to the fees provided for in a Statement of Work), limited right and license to copy, use, modify and sub-license all Work Product.

8.2 Client Content. Client shall own all Client Content. Client shall have sole responsibility for the accuracy, completeness, quality, integrity, legality, reliability, timeliness, appropriateness, and intellectual property ownership and right to use all Client Content, and Rubicon shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store Client Content for any reason. Rubicon does not warrant the correctness, completeness, merchantability or fitness for a particular purpose of any Client Content, and Client shall hold Rubicon harmless from any and all third-party claims arising out of Client's use or dissemination of any such Client Content. In the event this Agreement is terminated (other than by reason of Client's breach), Rubicon will make available to Client a file of the Client Content in its possession, if any, within thirty (30) following Client's request; provided such request is made within thirty (30) days following termination of the Agreement. Rubicon reserves the right to (a) withhold, remove and/or discard Client Content in its possession, if any, in the event Client breaches this Agreement, including, without limitation, non-payment of fees and charges; and (b) purge and delete Client Content, if any, in its possession if Client fails to request such Client Data within thirty (30) days following termination of this Agreement.

8.3 License to Client Content. Client hereby grants to Rubicon the non-exclusive right and license to (a) receive, retrieve, process, use and transmit any Client Content necessary or reasonably desirable to perform the Subscribed Services or other services; (b) use, copy, manipulate and store any Client Content that will be archived, stored or otherwise transmitted in connection with the Subscribed Services or other services; and (c) to aggregate Client Content and data with content and data from other clients ("Data Aggregations") for purposes including, without limitation, product and service development and commercialization and quality improvement initiatives. Rubicon will redact Client Content in such a way as to not divulge Client's Confidential Information or Trade Secrets. All Data Aggregations will be the sole and exclusive property of Rubicon.

8.4 License to the Marks. Client hereby grants to Rubicon the worldwide, non-exclusive limited right and license during the Term to use the Marks in connection with performance of the Subscribed Services and its other obligations under this Agreement.

9. Defense and Indemnification.

9.1 Limited Covenant to Defend. Rubicon will defend any third party claim brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Subscribed Services of any valid and subsisting patent or copyright (a) recognized under the laws of the United States; and (b) of which Rubicon had actual knowledge; provided, however, that: (i) Client immediately advises Rubicon of the claim upon learning of the assertion of the claim; and (ii) Rubicon is given the sole right to control the defense and/or settlement of the claim, in litigation or otherwise.

9.2 Injunctions Obtained by Third Parties. If a third-party infringement claim, of which Rubicon is notified in accordance with Section 9.1 (or of which Rubicon is otherwise aware or believe is likely) results, or in Rubicon's opinion is likely to result, in an injunction prohibiting Client from continued use of the Subscribed Services that is the subject matter of the claim, then Rubicon may, in its sole discretion and at its expense: (a) procure for Client the right to continue to use the Subscribed Services that are the subject matter of the claim; (b) replace or modify the Subscribed Services that are the subject matter of the claim to make them non-infringing, but, where reasonably possible, preserving the functionality of such Subscribed Services; or (c) if the foregoing remedies are not commercially practical, suspend or terminate access to the infringing Subscribed Services.

9.3 Exceptions to Duties to Defend and Indemnify. Notwithstanding any other provisions hereof, Rubicon shall have no obligation to indemnify or defend Client for any third party claim pursuant to this Section 9, nor be required to pay losses, damages or expenses under this Section 9, if Client agrees to settle any such claim without the prior written consent of Rubicon, or if the claim arises out of, in whole or in part: (a) a modification of the Subscribed Services by anyone other than Rubicon; (b) use of the Subscribed Services other than in accordance with the Documentation or the terms of this Agreement; (c) use of a release of the Subscribed Services without having implemented updates, the use of which would have cured the alleged infringement; (d) any third party software or service; (e) use of the Subscribed Services in combination with Third Party Offering or any other third party hardware, software, database or materials where, absent such combination, the Subscribed Services would not be infringing; or (f) Client's negligence or willful misconduct.

9.4 Sole Obligation. This Section 9 states Rubicon's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and Intellectual Property Rights. Notwithstanding anything else in this Section 9, Rubicon's aggregate liability for indemnification pursuant to this Section 9 shall not exceed the original subscription fees paid by Client to Rubicon for the infringing Subscribed Services.

10. Limitation on Liability.

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL RUBICON OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF RUBICON HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10.2 LIMITATION OF LIABILITY. RUBICON TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT TO RUBICON DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

10.3 EXCEPTIONS. THE FOREGOING LIMITATIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10.4 PROTOTYPE COMPONENT RIDER. CLIENT ACKNOWLEDGES AND AGREES THAT SOME PARTS OF THE SYSTEM IDENTIFIED BY RUBICON AND PROVIDED TO THE CLIENT HEREUNDER ARE PRELIMINARY, TEST VERSIONS (EACH BEING A "PROTOTYPE COMPONENT" AND COLLECTIVELY "PROTOTYPE COMPONENTS"). IF AND TO THE EXTENT ANY PROTOTYPE COMPONENTS ARE PROVIDED TO CLIENT, ALL REPRESENTATIONS AND WARRANTIES, AND LIABILITIES REGARDING SUCH PROTOTYPE COMPONENTS, AND OTHER SUPPLEMENTAL TERMS AND CONDITIONS REGARDING THE PROTOTYPE COMPONENTS, SHALL BE GOVERNED BY THE "PROTOTYPE COMPONENT RIDER" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS ADDENDUM C. IN THE EVENT OF AN INCONSISTENCY BETWEEN THE PROTOTYPE COMPONENT RIDER AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THE PROTOTYPE COMPONENT RIDER SHALL PREVAIL AND CONTROL.

11. Miscellaneous.

11.1 Dispute Resolution; Governing Law. The laws of the State of Delaware shall govern this Agreement, without reference to conflicts of law rules or principles. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Client hereby consents and submits to the exclusive jurisdiction and venue over any action, suit or other legal proceeding that may arise out of or in connection with this Agreement, by any state or federal court located within or about New York, New York, USA. Client shall bring any action, suit or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

11.2 Force Majeure. Neither party will be liable for any loss, damage or delay resulting from any event beyond such party's reasonable control (a "Force Majeure Event"), and delivery and performance dates will be extended to the extent of any delays resulting from any such Force Majeure Event. Each party will promptly notify the other upon becoming aware that a Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any

resulting delay in or interference with the performance of its obligations under this Agreement. Notwithstanding any other provision of this Section 11.2, a Force Majeure Event shall not relieve Client of its obligations to pay monies due and owing to Rubicon hereunder.

11.3 Assignment. Neither party shall assign, transfer, or otherwise delegate any of its rights, duties, or obligations under this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment (whether by operation of law or otherwise) shall be void; except that Rubicon may delegate any of its rights, duties, or obligations under this Agreement to one or more of its affiliates. Notwithstanding the foregoing, either party may assign its rights, duties, and obligations hereunder, without approval of the other party, to a party that succeeds to all or substantially all of its assets or business (whether by sale, merger, operation of law or otherwise), so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement; provided, however, that any such assignment by Client shall be subject to any fee adjustments specified in an Order, or that may be necessary because of Client's use of the subscribed Services beyond the licensing parameters specified in the applicable Order**;** and further provided that no such assignment may be to a competitor of Rubicon. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

11.4 Independent Contractors. Nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties. Neither party has the right or authority to make any contract, representation or binding promise of any nature on behalf of the other party, and neither party shall hold itself out as having such right or authority.

11.5 No Waiver. The failure on the part of either party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy.

11.6 Severability. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

11.7 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

11.8 Notices. All official notices (including any notices regarding breach, termination, renewal, etc.) required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) three (3) days after, when sent by certified or registered mail; or (c) the day after, when sent by next day express mail or courier, as follows: (i) if to Client, to it at: 110 SE Watula Ave, Ocala, FL 34471 (ii) if to Rubicon, to it at: Rubicon Global, LLC, 335 Madison Avenue, 4th Floor New York, NY 10017. In addition, routine, non-contractual notices, consents and approvals (including support) given under this Agreement may be delivered in writing as provided above or through electronic mail or other electronic record addressed to the parties identified herein.

11.9 Marketing. Client agrees that Rubicon may reference Client's execution of this Agreement and its status as a user of the Subscribed Services in marketing materials and in sales presentations. Rubicon may use Client's Marks in connection with such usage.

11.10 Entire Agreement. This Agreement (including any Orders, Exhibits, Statements of Work and attachments, which are hereby incorporated herein by reference) constitute the final and entire agreement between the parties, and supersedes all prior written and oral agreements, understandings, or communications with respect to the subject matter of this Agreement.

11.11 Cooperative Purchasing. Rubicon and the Client agree that other government entities (including but not limited to municipalities, counties, states, public utilities, non-profit hospitals, educational institutes, special governmental agencies, and non-profit corporations) that allow cooperative purchasing may utilize the terms of this agreement to procure Rubicon's software and services.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software Services Agreement and to bind their respective party hereto.

CITY OF OCALA, FL	**RUBICON GLOBAL, LLC**
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name and Title	Printed Name and Title
Date: _____	Date: _____

EXHIBIT A

PROFESSIONAL SERVICE TERMS

These Professional Services Terms are hereby annexed to and made a part of the Master Software Services Agreement (the "Agreement") between Rubicon and Client. In the event any provisions of these Professional Services Terms contradict or are inconsistent with the provisions of the Agreement, the provisions these Professional Services Terms shall prevail and govern.

1. Services. Upon request by Client, Rubicon will provide consultants to perform implementation, consulting and training services to the extent such Professional Services are identified in any mutually agreed upon Statement of Work more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Statements of Work shall reference the Agreement and be sequentially numbered. Any modifications to a Statement of Work shall be made by written change order, in Rubicon's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Statement of Work to which it applies and shall become a part thereof.

2. Cooperation. All Professional Services will be coordinated with the designated Client Project Coordinator, as identified in each Statement of Work. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Rubicon to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Statement of Work. To the extent required or as specified in any Statement of Work or work plan, Client shall provide Rubicon with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Rubicon's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals. If Client fails to provide required information and/or make decisions as agreed or in a reasonably expeditious and timely manner, and such failure results in a delay in delivery of any deliverables or Work Product or to the overall project, Client agrees to extend the time frame for delivery of the deliverable or project, as applicable, on a day for day basis and compensate Rubicon for any additional work required as a result of such delay.

3. Project Control. Rubicon shall have the sole right to supervise, manage, contract, direct, procure, perform, or cause to be performed, all Professional Services performed by it pursuant to a Statement of Work. Rubicon may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Rubicon personnel may perform similar services for third parties, this Agreement shall not prevent Rubicon from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

4. Compensation. All Professional Services will be provided by Rubicon on a time, materials and expense basis at Rubicon's then current rates, unless otherwise agreed by the parties in a Statement of Work.

5. Termination. These Professional Services Terms shall be effective as of the Effective Date of the Agreement and shall remain in effect until (a) terminated by either party upon thirty (30) days prior written notice in the event no Statement of Work is outstanding; or (b) as provided in the Agreement, whichever is earlier. Client shall be liable for payment to Rubicon for all Professional Services provided or performed prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services.

6. Additional Services. Any services performed by Rubicon at the request of Client that are outside the scope of any Professional Services described in the applicable Statement of Work shall be governed by these terms and will be billed at Rubicon's then current rates.

7. Acceptance Criteria. Each deliverable provided to Client through Professional Services under this Agreement (collectively, the "Client Deliverables") will be deemed accepted by Client upon delivery, unless Client provides written notice of rejection to Rubicon within five (5) business days of such delivery (the "Acceptance Period") and such notice specifically identifies the manner in which the applicable Client Deliverables fail to materially comply with their applicable specifications. In the event Client rejects the applicable Client Deliverables within the Acceptance Period, Rubicon shall use commercially reasonable efforts to make such corrections to Client Deliverables, such that the Client Deliverables materially

comply with the applicable specifications, and shall present the same to Client for acceptance pursuant to this paragraph. Any use of Client Deliverables by Client following delivery, other than review and testing of such Client Deliverables to confirm compliance with the applicable specifications, shall constitute acceptance.

ORDER NUMBER 1 TO THE
MASTER SOFTWARE SERVICES AGREEMENT

This independent Order Number 1 ("Order") to the Master Software Services Agreement is made as of _____ ("Order Effective Date"), by and between Rubicon Global, LLC ("Rubicon") and the CITY OF OCALA ("Client"). This Order is part of the Master Software Services Agreement between the parties dated _____ ("Agreement"). Capitalized terms used and not otherwise defined in this Order shall have the respective meanings set forth in the Agreement.

1. The Subscribed Services.

DESCRIPTION	COST
Year 1 Cost	$56,476.00
Year 2 Cost	$49,476.00
Year 3 Cost	$49,476.00
Year 4 Cost	$49,476.00
Year 5 Cost	$49,476.00
Total Cost (60-month contract)	$254,380.00

The complete pricing proposal has been included in this package as Addendum B.

2. Other Charges. As may be agreed to by the parties in writing from time to time.

3. Payment Terms. The parties agree that the fees for the above services shall be a total of TWO HUNDRED FIFTY FOUR THOUSAND THREE HUNDRED EIGHTY DOLLARS AND ZERO CENTS ($ 254,380.00) payable as follows ("Fee"):

a. US$ 56,476.00 due upon execution of this Agreement.
b. US$ 49,476.00 due upon the first anniversary of this Agreement.
c. US$ 49,476.00 due upon the second anniversary of this Agreement.
d. US$ 49,476.00 due upon the third anniversary of this Agreement.
e. US$ 49,476.00 due upon the fourth anniversary of this Agreement.

4. Renewal. Unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the initial term, upon expiration of the initial terms of the Subscribed Services (as described in the table in Section 1 of this Order) and Client's obligations to pay the applicable fees, the parties shall meet and determine if the Agreement shall be extended by another term. If the parties shall so agree, they will negotiate in good faith terms, conditions and fees associated with any renewal term. For purposes of clarification, the liquidated damages specified in Section 5.5 of the Agreement shall apply to the initial term of the Subscribed Services, or the then-current renewal term, as the case may be.

5. Fee for the Automatic Monthly Extension Period. Fee for the Automatic Monthly Extension described in the Section 5.2 of the Agreement will be $5,890.00 per month, which Rubicon will invoice each month while the Automatic Monthly Extension is in effect. Client shall pay all fees, charges and expenses in accordance with the Section 4 of the Agreement.

6. Separate Agreement. Rubicon may provide Professional Services regarding the Subscribed Services provided hereunder pursuant to a Statement of Work to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Statements of Work that may be signed are separate and independent contractual obligations from any Order or amendment thereto relating to the access and use of the Subscribed Services. Client shall not withhold payments that are due and payable pursuant to this Order or any other Order(s) or amendment(s) thereto because of the status of Professional Services performed under any Statement of Work.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Order and to bind their respective party hereto.

ACCEPTED BY:	**ACCEPTED BY:**
CITY OF OCALA, FL	**RUBICON GLOBAL, LLC**
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title

ADDENDUM A

SERVICE AVAILABILITY

RUBICONSmartCity software is hosted externally using Amazon Web Services (AWS).

Below please find our standard Service Level Availability Policy (SLA):

Rubicon's Service Availability commitment for a given calendar month is **99.5%.** Service Availability is calculated per month as follows: (Total time - Unplanned Outage - Planned Maintenance) / (Total – Planned Maintenance) X 100

- Definitions:
    - *Total time* is the total minutes in the month
    - *Unplanned Outage* is total minutes unavailable due to an unplanned outage in the month
    - *Planned Maintenance* is total minutes of planned maintenance in the month. Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Rubicon's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00am (Eastern) on Saturday. All times are subject to change upon reasonable notice. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month. The measurement point for Service Availability is the availability of the Rubicon Service. Customer may request an availability report once per month.
- Service Response
    - Rubicon Production Support and Service Level Availability Policy (SLA)
    - Rubicon's Service Response commitment is: (1) not less than 50% of (online) transactions in two (2) seconds or less and not more than 10% in five (5) seconds or more.
    - Service Response is the processing time of the Rubicon Production Service in the Amazon Web Service data center to complete transactions submitted from a web browser.
    - The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Amazon Web Service data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via email.
- Disaster Recovery
    - Rubicon commits to a recovery time objective of twelve (12) hours - measured from the time that the Rubicon Service becomes unavailable until it is available again. Rubicon commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Rubicon Service became unavailable.
    - Rubicon will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.
- Severity Level Determination Submittal
    - Customer shall reasonably self-diagnose each support issue and recommend to Rubicon an appropriate Severity Level designation. Rubicon shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Rubicon Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

- Support Issue Production Levels - Response and Escalation
    - Response Time is the period from the time the Production case was logged in the Customer Center until Rubicon responds to Customer and/or escalation within Rubicon, as appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
        - SEVERITY LEVEL 1
            - Definition: The Rubicon Service is unavailable for all users
            - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
            - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
            - Escalation: If the problem has not been resolved within one (1) hour, Rubicon will escalate the problem within the appropriate Rubicon organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
            - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
        - SEVERITY LEVEL 2
            - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
            - Rubicon Response Commitment: Rubicon will respond within one (1) hour of receipt of case.
            - Resolution: Rubicon will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
            - Escalation: If the problem has not been resolved within four {4) hours.; Customer may request that Rubicon escalate the problem within the appropriate Rubicon organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
            - Customer Response Commitment: Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
        - SEVERITY LEVEL 3
            - Definition: The Rubicon Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
            - Rubicon Response Commitment: Rubicon will respond within four (4) hours of receipt of case.
            - Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
            - Escalation: If the problem has not been resolved within one (1) week, Customer may request that Rubicon escalate the problem to the appropriate Rubicon organization.
            - Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.
        - SEVERITY LEVEL 4:
            - Definition: The Rubicon Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.

- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hour of receipt of case.
- Resolution: If resolution requires a Rubicon bug fix, Rubicon will add the bug fix to its development queue for a future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: None.
- Customer Response Commitment: Customer will respond to Rubicon requests for additional information and implement recommended solutions in a timely manner.

▪ CUSTOMER CARE or OPERATIONS REQUEST (Severity Level 5):

- Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. If necessary to open a Support case requesting assistance, Severity *5* should be used.
- Rubicon Response Commitment: Rubicon will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Rubicon will respond to request. Customer will be notified of status changes.
- Escalation: None.
- Customer Commitment: Customer will respond to Rubicon requests for additional information in a timely manner.

o Rubicon Support Scope

▪ Rubicon will support functionality that is developed by Rubicon and under its direct control. For any other functionality, and/or issues or errors in the Rubicon Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Rubicon may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Rubicon's support obligations. Service Level failures attributable to (i) Customers acts or omissions; and (ii) force majeure events shall be excused.

o Rubicon Service Credit

▪ In the event of a failure by Rubicon to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Rubicon shall provide service credits in accordance with the following:

▪ a) First month in any rolling six (6) month period: 10% of the Subscription Fee paid for the applicable month for the affected Service

▪ b) Second month in any rolling six (6) month period: 20% of the Subscription Fee paid for the applicable month for the affected Service

▪ c) Third month in any rolling six (6) month period: 30% of the Subscription Fee paid for the applicable month for the affected Service

▪ d) Fourth month in any rolling six (6) month period: 40% of the Subscription Fee paid for the applicable month for the affected Service

▪ e) Fifth month in any rolling six (6) month period: 50% of the Subscription Fee paid for the applicable month for the affected Service or within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

▪ If more than one of the above (a through e) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

ADDENDUM B

PRICING PROPOSAL

RUBICONSMARTCITY™
CITY OF OCALA - SOLID WASTE QUOTE

RUBICONSmartCity is a suite of technology products and services designed to help governments run operations faster, smarter, and more effectively. With our unique technology installed in City trucks, RUBICONSmartCity can help the City of Ocala save money and provide more effective solid waste services.

Our cost proposal is based on the information provided by the City of Ocala. We believe the amount of software outlined in the cost scenarios below is sufficient to meet the City's goals. However, additional software can be provided for an added per vehicle cost. All pricing does not include applicable taxes.

RUBICONSmartCity uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Reduce the costs for hardware and software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration reducing issues that complicate software deployment.
- Reduce maintenance costs since RUBICONSmartCity owns the environment and it is split among all customers that use that solution.
- Solution upgrades become available for customers automatically. Costs and effort associated with upgrades and new releases are lower than the traditional model that usually forces the user to buy an upgrade package and install it or pay for specialized services to get the environment upgraded.

RUBICONSmartCity has provided the City of Ocala with the cost scenario below. The per vehicle cost outlined includes two components: a one-time implementation cost and a recurring yearly cost for each software component. Implementation costs include any additional training and implementation services provided by the Customer Success Team. Recurring costs are software dependent. The recurring price includes all software, associated data, external hosting, maintenance, warranty and ongoing customer and technology support costs. All cost scenarios include 24x7x365 support through an online help desk. In addition, supplemental, standard or product releases will be provided to the City at no additional cost.

COST SCENARIO:

The cost scenario is a Bring Your Own Device (BYOD) option for a 5-year deal. BYOD provides the ability for the City to procure its own devices and simply purchase a subscription to the RUBICONSmartCity Driver Application which is available for download in the Apple App Store and Google Play Store. The purchased devices must meet RUBICONSmartCity's requirements. Please note that in a BYOD scenario, the City is responsible for the management of its devices, all device maintenance, associated data charges, and applicable accessories.

This pricing also includes:

- Unlimited City of Ocala staff access to the Portal
- 31 subscriptions to RUBICONSmartCity Driver App
- Implementation support including project management, training, and testing
- External hosting in a secure cloud environment
- Ongoing and account management services
- 24x7 technical support through RUBICONSmartCity's online help desk

COST SCENARIO 2 – BYOD (5 Year Deal)				
TERM	Description	List Price	30% Discount	**COST**
YEAR 1	Implementation, Training & Support + RUBICONSmartCity Driver App	$80,680.00	($24,204.00)	$56,476.00
YEAR 2	Recurring Cost for RUBICONSmartCity Subscription	$70,680.00	($21,204.00)	$49,476.00
YEAR 3	Recurring Cost for RUBICONSmartCity Subscription	$70,680.00	($21,204.00)	$49,476.00
YEAR 4	Recurring Cost for RUBICONSmartCity Subscription	$70,680.00	($21,204.00)	$49,476.00
YEAR 5	Recurring Cost for RUBICONSmartCity Subscription	$70,680.00	($21,204.00)	$49,476.00
GRAND TOTAL		***$363,400.00***	**($109,020.00)**	***$254,380.00***

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Sourcewell

Solicitation Number: 020221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rubicon Global, LLC, 950 East Paces Ferry Road, Atlanta, GA 30326 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 3/24/2021 | 2:00 PM CDT

Rubicon Global, LLC

DocuSigned by:
By: Michael Allegretti
A0C0423C058C40E...
Michael Allegretti
Title: Chief Strategy Officer
Date: 3/25/2021 | 9:08 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/25/2021 | 9:18 AM CDT

RFP 020221 - Fleet Management Technologies with Related Software Solutions

Vendor Details

Company Name:	Rubicon Global, LLC
Does your company conduct business under any other name? If yes, please state:	Rubicon
Address:	950 East Paces Ferry Rd NE #1900 ATLANTA, GEORGIA 30326
Contact:	Geoffrey Urbach
Email:	gurbach@rubicon.com
Phone:	512-944-9215
HST#:	27-0692429

Submission Details

Created On:	Tuesday January 05, 2021 11:04:33
Submitted On:	Tuesday February 02, 2021 13:52:27
Submitted By:	Geoffrey Urbach
Email:	gurbach@rubicon.com
Transaction #:	04e9242c-a9b1-44fd-a0be-f5b1ca284698
Submitter's IP Address:	141.155.11.31

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Rubicon Global, LLC.	*
2	Proposer Address:	950 East Paces Ferry Road Atlanta, GA 30326	*
3	Proposer website address:	https://www.Rubicon.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Allegretti Chief Strategy Officer -Address: 335 Madison Avenue, New York, NY 10017 -Email: mallegretti@rubicon.com -Phone: (917) 270-5167	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Geoffrey Urbach Senior Manager, Partnerships -Address: 335 Madison Avenue, New York, NY 10017 -Email: gurbach@rubicon.com -Phone: (512) 944-9215	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Conor Riffle Vice President, Smart Cities -Address: 335 Madison Avenue, New York, NY 10017 -Email: conor.riffle@rubicon.com -Phone: (917) 246-8430	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 2008, Rubicon is a global leader in providing fleet management technologies for the business, government, and non-profit sectors. With products and offerings including RUBICONSmartCity™, RUBICONPremier™, RUBICONPro™, and RUBICONVision™, Rubicon is bringing machine learning and Internet of Things (IOT) applications to the world's heavy-duty fleets, with a special focus on the unique demands of solid waste. We serve thousands of commercial sites worldwide, including many Fortune 500 companies such as Best Buy, Dollar General, and 7-Eleven. Our technology helps customers manage the unique demands of solid waste services, including route optimization, commodity markets, waste-reduction programs and other sustainability offerings across our portfolio for partners like Chipotle, Wegmans, COX and many more. Our experience serving these complex commercial fleet operations ourselves has helped us develop a suite of comprehensive solutions for heavy-duty fleets within the public sector. Rubicon has been deployed in over 55 municipally owned heavy-duty fleets across North America. Solid waste and other heavy-duty fleets have unique demands that cannot be addressed through industry standard fleet management solutions. Rubicon's technology comprises functionality that meets the specialized telematics and operational requirements of complex solid waste operations. MISSION Rubicon's mission is to end waste, in all its forms. This means not only eliminating physical waste, but also wasted time, wasted tax dollars, and wasted energy. CORE VALUES Defined by our employees, these seven essential values guide everything we do. 1) Be Passionate 2) Embrace Learning 3) Do What You Say 4) Embrace Challenge 5) Be Humble & Transparent 6) Advocate for Customers 7) Serve the Planet Certified since 2012, Rubicon is one of the largest and longest-certified B Corporations in the world, affirming that the company meets the highest standards of verified social and environmental performance. Our B Corp status is representative of how we leverage our business as a catalyst for environmental, social, and governance improvements throughout and within the heavy-duty fleet industry. As evidence of this leadership, Rubicon has been awarded Best for the World in 2018,2019 for Environment and Government). Additionally, Rubicon is proud to have been certified each of the last three years (2018-2020) as a Great Place to Work ®.	*
8	What are your company's expectations in the event of an award?	In the event of an award, Rubicon's Sourcewell contract would become Rubicon's primary path to contract for cities throughout the United States and Canada.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We follow Generally Accepted Accounting Principles (GAAP). We most recently concluded a Series-E capital raise, through which we raised $126.6M, for a total of nearly $296.1M raised throughout the company's history. Rubicon is a privately owned company and does not disclose any financial information. Public information about Rubicon's finances is available via Rubicon's Crunchbase profile. (https://www.crunchbase.com/organization/rubicon-technologies)	*
10	What is your US market share for the solutions that you are proposing?	RUBICONSmartCity has been deployed in more than 55 municipalities. Rubicon is privately owned, and therefore does not disclose specific market share numbers.	*
11	What is your Canadian market share for the solutions that you are proposing?	RUBICONSmartCity has been deployed in more than 55 municipalities. Rubicon is privately owned, and therefore does not disclose specific market share numbers.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Rubicon has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rubicon is best described as a blend of options A & B. RUBICONSmartCity combines hardware manufactured by other providers with Rubicon's own proprietary software. A) Please see the necessary reseller authorization letter titled "Rubicon Reseller Agreement" attached in the "Certifications" zip file. B) As a service provider, Rubicon has developed a proprietary software platform leveraging third-party hardware. Utilizing a Software as a Service (SaaS) model, our company employs a direct sales model. All sales team and customer success team members are Rubicon employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rubicon is an asset-light enterprise and does not own any of the transportation modalities traditionally associated with heavy-duty fleet services. As such, Rubicon is allowed to perform services in Canada and is authorized to transact business in all 50 states. B-CORP CERTIFICATION Rubicon maintains a B Corp certification from B Lab. This is the only certification that measures a company's entire social and environmental performance. Certificate can be provided upon request. CERTIFICATE OF INSURANCE (COI) Rubicon maintains an active COI. For a detailed summary of our business insurance coverage please refer to the attachments. WOMEN OR MINORITY BUSINESS ENTITY (WMBE) CERTIFICATION Rubicon's third party installer, Orbital, maintains a WMBE certification. Orbitals WMBE Certification is attached in the zip file titled "Certifications." Please find proof of certifications in the attached zip file titled "Certifications." Please find a copy of Rubicon's W9 along with these documents.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rubicon has not been subject to any "Suspension or Debarment" over the past ten years or at any point in the company's history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Rubicon has received the following industry recognition and awards: - Great Place to Work ® : (2018-present) - Companies with Seriously Impressive Benefits: (Glassdoor, 2018) - BIG Innovation Award: (Business Intelligence Group, 2021) - Emerging Innovator: (Ellen MacArthur Foundation, 2017) - World's Leading Circular Economy Solutions: (Sitra, 2020) - Top 25 Most Disruptive Companies: (Inc., 2017) - Circular Economy Digital Disruptor: (World Economic Forum, 2017) - World's Most Innovative Companies: (Fast Company, 2016) - "Best for the World": (B Corporation, 2019) Please visit our awards page for a full list. (https://www.rubicon.com/about/awards-accolades/)	*
17	What percentage of your sales are to the governmental sector in the past three years	100% of RUBICONSmartCity sales are to government customers.	*
18	What percentage of your sales are to the education sector in the past three years	Rubicon has not supported any sales to the education sector in the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The RUBICONSmartCity solution is available to purchase on the HGACBuy Consortium. The annual sales volume for the contract is more than $200,000 since the start of the contract.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Rubicon does not hold and has not held any GSA contracts or Standing Offers and Supply Arrangements (SOSA).	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, Missouri	Michael Shaw	(505) 955-2012	*
City of Fort Smith, Arkansas	Kyle Foreman	(479) 784-2431	*
City of Spokane, Washington	Erica Jacobo	(509) 309-5466	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

City of Memphis	Government	Tennessee - TN	The RUBICONSmartCity solution was installed in the City of Memphis' fleet of 374 vehicles, serving 600,000 unique service locations in the City. After utilizing the solution to collect valuable data regarding the City's collection operations, Rubicon and the City began an optimization project in order to drive even more efficiencies in the City's solid waste services. Through the optimization, Rubicon was able to reduce the City's total number of routes by 48 and balanced routes to under 8 hours, eliminating overtime across the board.	Multiple transactions over $100,000	$1,000,000+
City of Baltimore	Government	Maryland - MD	The RUBICONSmartCity solution was installed in the City of Baltimore's 159 vehicles in the fall of 2020 to drive efficiencies across solid waste, recycling, and bulk operations. Short and long-term objectives of the project include: -Digitization of existing vehicle, customer, and route data to enable more flexible and responsive operations in COVID-19 and beyond -Provide data insights on service verification, routing, vehicle telematics, and driver performance -Monitor and collect real time data on the City's solid waste, recycling, and bulk operations in order to further increase operational efficiency -Optimize bulk and other ad hoc, point to point routing, increasing the number of pick-ups -Optimize City's routes through fleet optimization and help realize significant cost savings	$792,000	$792,000+

City of Kansas City	Government	Missouri - MO	Rubicon's technology was deployed in 80 of the City of Kansas City's Department of Solid Waste vehicles to optimize scheduling and routing, provide near-real-time updates to drivers, improve customer service, and streamline management and scheduling systems. Using Rubicon's technology the Solid Waste Department has doubled the service area covered by those 80 vehicles, recognized significant cost savings through streamlined operations and optimized routing and improved service delivery to residents and response time to requests or missed pickups. Additionally, Rubicon successfully coordinated and managed integrating RUBICONSmartCity with both the City's billing and work order management systems.	Multiple transactions over $200,000	$650,000+	*
City of Spokane	Government	Washington - WA	RUBICONSmartCity powers the City of Spokane's fleet of 100 solid waste trucks, servicing more than 60,000 residential and commercial waste and recycling customers. Rubicon provides all components of the technology and provides on the ground support and training via our team of Customer Success Managers. Until recently, Spokane's operation ran almost entirely on paper. All service information was kept in a giant rolodex and City staff dedicated time to filling two full boxes of paper records each week. With Rubicon's technology, the City is able to save $25,000 annually through digitization of their paper routes, boosting overall efficiency of their solid waste operation. Spokane is especially effective utilizing the In Cab Interface (ICI) to note a variety of exceptions at the curb and using this data to drive revenue. For example, drivers utilize the ICI to note overflowing bins, locked gates, and contamination at the curb. Drivers also use the ICIs to document extra bags and other chargeable items at the curb, generating an additional $2 million in revenue every year.	$195,682 $96,380.79 $6,230 $173,910.27 $12,925.76 $187,973.50 $6,068.87	$750,000+	*

City of Fort Smith	Government	Arkansas - AR	The City of Fort Smith Arkansas and Rubicon entered into a partnership to deploy RUBICONSmartCity™with the City's Division of Solid Waste Management's full fleet of 40 vehicles. The City procured Rubicon's technology through the HGACBuy purchasing consortium. The City was particularly focused on reducing the number of missed pickups through near-real-time collection monitoring; the number of go-backs through service verification information; and identifying areas to improve route efficiencies that would result in the conservation of time, resources, and taxpayer dollars. Rubicon's preliminary analysis showed that by running a route optimization exercise, the city has the potential to realize $172, 000 in annual cost savings. Additionally, by deploying our technology, the City has the potential to recognize an estimated $245,000 in annual cost savings.	Multiple transactions starting at $8,000	$200,000+

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Rubicon deploys a sales force across four distinct territories within the United States and Canada. Each territory is managed by a Partnerships Manager who is responsible for expansion of RUBICONSmartCity as well as ongoing customer support and relationship management. The Partnerships team is supported by an analyst and a leadership team of two. RUBICONSmartCity's sales team consists of seven individuals. Please see attached documents highlighting partnership team territories in the United States and Canada in the zip file titled "Team & Territories".	*
24	Dealer network or other distribution methods.	Not applicable. Rubicon is the sole provider of our solutions and does not employ a dealer network or maintain other distribution methods.	*
25	Service force.	RUBICONSmartCity's service force includes a team of six Customer Success professionals that provide the highest level of customer service in the industry. The team is based across the United States, allowing tailored hours and response times based on customer location. Each city partner is assigned a specific Customer Success Manager as a point of contact throughout the contract. This tailored approach that emphasizes long-term support allows Rubicon's Customer Success team to build strong relationships with our customers, leading to a high level of satisfaction and best in-class customer support. Additionally, RUBICONSmartCity's Partnership Management team remains involved after a customer procures the technology to ensure there is no gap in service. Please see the attached Organization Chart which breaks down Rubicon's Customer Success Team in the zip file titled "Team & Territories."	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Rubicon excels in customer support. Our Customer Success Team provides each city a dedicated project manager. Our system is supported by a help desk, and we maintain 99.5% uptime, not including scheduled downtime. Our Customer Success Team is responsive to customer needs and works to resolve issues specific to customer operations based on our tiered support model. Our staff is available Monday - Friday, 8:00am - 6:00pm EDT to answer customer service related questions by phone or email, and we can arrange for specialized support for customers that need additional availability. Please see our Service Level Agreement (SLA) located in the zip file "Support & Services" in the supplemental documents.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rubicon has customers in all 50 states and 22 countries around the world. RUBICONSmartCity has been deployed in over 55 cities in the last four years and continues to grow rapidly. Rubicon is capable and willing to provide RUBICONSmartCity to any participating entities in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	RUBICONSmartCity has been deployed in Canada, and we are capable and willing to provide RUBICONSmartCity to any participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Rubicon will not service during the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors that Rubicon will not service through the proposed contract. Rubicon provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions applicable to Sourcewell participating entities in Hawaii, Alaska, or U.S. Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In order to effectively promote this contract opportunity, Rubicon will adopt and execute a multi-channel marketing strategy designed to reach target customers in key geographies. DIGITAL Digital advertising will be a central component of our marketing strategy. Given this channel's precise targeting capabilities, we will be able to effectively and efficiently reach our ideal buyers wherever they are. Digital channels will include: - Display ads on relevant websites (GovTech.com, Government-Fleet.com) - Geo-targeted mobile ads - PPC/Paid search (Google, Bing) - Email campaigns - Press releases - Blog posts - Newsletter inclusions - Website landing page BRAND We will use a range of brand assets to further drive awareness of our status as a Sourcewell-approved vendor. This will include co-branding on high-value brand placements including: - Email signatures - Presentation templates - Official company letterhead - Event banners and collateral - Creative assets used in digital advertising programs (described above) SOCIAL Rubicon's social channels will be a key part of our marketing effort. Using both paid and organic programs, we will advertise on the following channels: - Twitter - LinkedIn - Instagram - Facebook With a Twitter base of well over 100,000 followers, Rubicon's social media presence is a market leader and incredibly well established. OFFLINE In addition to the targeted digital and social approaches described above, we will also run offline advertising campaigns in markets where such opportunities are available. Offline approaches are essential in the municipal government space because many target customers can only be reached with traditional offline advertising. These offline campaigns will include: - Billboards/out-of-home placements - Transit advertising - Print publications, like Government Executive and Municipal World Magazine EVENTS Rubicon participates in numerous events across the calendar year, at various levels of involvement including: - Government Fleet Expo & Conference - WasteExpo - SWANA WASTECON - US Conference of Mayors - African American Mayors Association - National League of Cities Rubicon's marketing and sales teams will promote Sourcewell to customers at those venues. *Please see attached for a sample of representative marketing materials in the zip file titled "Marketing Materials."

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rubicon uses the latest marketing technology and digital data to enhance the effectiveness of our online marketing. Through search engine optimization, Rubicon organically ranks higher than competitors in searches for the services provided. Additionally, Rubicon's paid online marketing offers target prospective clients on search engines, display and video ads, and social media platforms. On popular search engines like Google, Microsoft Bing, Yahoo, and AOL, Rubicon uses content driven by keyword research and competitive analysis. Rubicon also uses technical and conversion rate optimization of our website structure, content, and metadata to rank highly in the organic results for searches for services that we provide to businesses and government. In addition to these organic optimizations and content efforts, Rubicon also bids on the Google Ads and Microsoft Ads platforms to show search ads above the organic results on important keywords that lead to valuable customers. Over the years, Rubicon has optimized and improved its search marketing effectiveness and performance through AI optimizations, content testing, audience analysis, and data management. In addition to search advertising, Rubicon also effectively uses the display and video marketing on both the Google Display and Microsoft Audience Networks to retarget users that have shown interest in Rubicon but have not yet converted, to offer case studies, how-to guides, and research on their services to companies in the decision funnel. Rubicon also reaches out to potential customers on social media networks like LinkedIn, Facebook, and Instagram. Rubicon uses its vast network of customer data to focus on companies, cities, industries, job titles, locations, demographics, and other characteristics of users of these social networks that may be interested in using Rubicon's services. Rubicon also takes advantage of AI technology and audience tools to optimize and find the best-converting consumers. Over the years, Rubicon has tested hundreds of different social media ads and messages, including images, carousels, videos, promotions, retargeting, case studies, guides, and more, to provide their audience with the best information about the company and find the best-converting content for each type of platform. Rubicon works with a digital media agency at the cutting-edge of online marketing and audience trends. Weekly, the marketing and content team meets with the agency team to review performance metrics and discuss ongoing and upcoming tests and strategy on each platform. Rubicon also works with representatives at Google/YouTube Ads, Microsoft Ads, and Facebook/Instagram Ads which provide account strategy recommendations and access to the latest marketing tools in beta on each platform. For instance, Rubicon was one of the first companies to test the Video Builder AI tool on the YouTube platform while it was in beta testing in 2019. Rubicon is truly on the leading edge of marketing technology in organic, search, display/video, and social media marketing.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Rubicon's Partnership and Marketing teams will be primarily responsible for promoting the contract arising from this RFP. Our team would look to Sourcewell for listing our participation on its website and supporting our marketing teams with an occasional retweet or share. A Sourcewell-awarded contract would serve as our primary procurement pathway for Rubicon's current and potential municipal customer base.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. The RUBICONSmartCity™ product is available for e-procurement through AWS Marketplace. Governmental entities click to subscribe, at which point we receive the order to fulfill.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is conducted by Rubicon's Customer Success Team. A dedicated Customer Success Manager is assigned to each city partner, who manages all contract obligations and effectively triages requests as necessary. Rubicon offers training and support in the following formats: - In-Person, On-Site Training - Remote, Webinar Trainings - New Staff Training - Scheduled Training for Major Software Updates - On Site Training Manuals & Materials Please see additional details in the attachment titled "Training and Support Services" within the zip file titled "Support & Services."	*

37	Describe any technological advances that your proposed products or services offer.	RUBICONSmartCity incorporates numerous technological advances, including: SERVICE VERIFICATION FOR SOLID WASTE Traditional telematics can't fully address the specific needs of the solid waste industry. That's why Rubicon developed a method for using telematics and other data to verify service for both residential and commercial solid waste customers. To verify that service has occurred in a particular area, our solution leverages the In-Cab-Interface (ICI), a smartphone or tablet loaded with Rubicon's driver application, and a best-in-class telematics device (Pod), to collect a multitude of parameters about the operation of solid waste vehicles. Using the speed and location of a solid waste vehicle in conjunction with a geocoded customer address, we are able to verify that the vehicle was servicing the area. Our patented technology analyzes the collected parameters to determine if service could have taken place. For commercial locations, Rubicon adds an additional parameter verifying that waste or recycling service has been completed through its patented "shake" technology, which is unique to the market and incorporates vibration and sound to verify service. APP-BASED FLEET MANAGEMENT Rubicon's fleet management solution runs on any smartphone - a major technological leap that dramatically reduces the need for hardware to be installed in vehicles. Our app-based software was designed to work on a smartphone (e.g. iPhone), which allows users to simply download our software to deploy our fleet management solution for heavy-duty fleets like garbage trucks. In heavy-duty industries like solid waste, where installation of hardware can interfere with the vehicle's performance, a software solution lowers costs and reduces time to deployment. In addition, using smartphones makes RUBICONSmartCity a portable system, transferable from vehicle to vehicle. When a vehicle is out of service - as happens often in heavy-duty industries like solid waste and street sweeping - the technology can simply be moved to the replacement vehicle. INTEGRATIONS WITH OTHER SYSTEMS Rubicon integrates with other essential software systems out of the box. RUBICONSmartCity is integrated with Google Maps and MapBox and provides a public facing REST application programming interface (API) for RUBICONSmartCity clients. Rubicon understands the importance of software integrations and will work with cities to effectively support any key integration projects. EDGE COMPUTING AND MACHINE LEARNING Fleet vehicles are critical, often underutilized, city assets. Garbage trucks, in particular, are one of the only vehicles that go up and down every single street in the city at least once per week. Rubicon's technology enables garbage trucks to collect various city insights without the need for additional resources, transforming waste (and other city fleet) vehicles into roaming data collection centers. Rubicon's next generation camera technology, RUBICONVision, helps turn solid waste vehicles into the city's eyes and ears, taking stock and recording important infrastructure data as drivers go about their normal routes. Rubicon's technology can detect, for example, potholes. Unlike other "dash cams" or vehicle-mounted "safety cameras" Rubicon's device uses powerful edge computing. Edge computing can process large amounts of data on the vehicle itself, reducing internet bandwidth and cellular data usage. This both reduces costs and ensures that applications can be used effectively in remote locations.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Rubicon's commitment to sustainability stems from our mission to end waste and is embedded into everything we do. Sustainability is at the core of our business and was the central organizing principle of the company during its founding in 2008. Led by our Chief Sustainability Officer, who sits on our Executive Leadership Team, we strive to meet the highest environmental standards and are one of the only companies in the waste industry that discloses its GHG data. Through our in-office composting initiative we have diverted 28,147 lbs. of food waste from landfill since 2017. In order to drive sustainability, RUBICONSmartCity enables cities to manage waste operations efficiently and effectively while meeting their sustainability goals. Cities utilize RUBICONSmartCity to: - Reduce Paper: RUBICONSmartCity enables cities to digitize operations including route sheets, pre/post trip inspections, and weight tickets. Upon the implementation of our technology, the City of Spokane, WA saved $25,000 in printing costs alone by digitizing their operations. - Reduce vehicle mileage and associated greenhouse gases: With RUBICONSmartCity, cities can optimize routes reducing associated vehicle miles travelled and trip length. As heavy-duty vehicles contribute significantly to GHG emissions, any reduction in trip time	

and miles traveled will reduce associated emissions.

- Reduce Contamination: RUBICONVision is able to detect material contamination as recyclable materials are dumped into the hopper. This data will help the City better understand their waste streams, target education outreach, and improve mitigation efforts to reduce contamination.

The following highlights a selection of Rubicon's "green" certifications and initiatives.

B-CORP

In 2019, B Corp awarded Rubicon "Best for the World" recognitions for "Environment," scoring among the top 10% of all B-Corps, as well as "Corporate Governance" in 2017, 2018.

CARBON SAVINGS

Rubicon closely tracks CO2 emissions and is actively working towards achieving net zero emissions. In our office headquarters alone, we were able to eliminate 20.4 tons of CO2 emissions by eliminating single use plastics:

- Cloud-based, asset-light company, owning no hard assets such as trucks or disposal facilities
- Corporate sustainable travel policy and fully subsidize access to public transportation for employees
- Sustainable office supply purchasing policy

CIRCULAR SOLUTIONS

We optimize and manage customers' waste and recycling portfolios by delivering cost-savings and sustainable solutions.

- Worked alongside our partner, Wegmans, to divert approximately 30,000 tons of food scraps to compost or aerobic digestion in one year.
- Between 2017 and 2019, Rubicon increased one commercial customer's landfill diversion rate by 47%.

In 2019, Rubicon published our first annual sustainability report titled "Toward a Future Without Waste" reporting on the progress our company as well as customers had made towards meeting our mission to end waste. The report details an array of sustainability solutions based on the company's experiences delivering positive environmental results for Rubicon's customers - both commercial and municipal.

Please find a full copy of Rubicon's ESG report here: (https://www.rubicon.com/esg-report/)

TRICK OR TRASH

Rubicon's Trick or Trash program was designed to help reduce waste that accumulates each Halloween by providing safe and easy-to-assemble recycling boxes to schools and small businesses, which can be filled with discarded candy wrappers and other snack packaging. This plastic is thin, cheap, and notoriously difficult to recycle. The vast majority ends up in our waterways and oceans. Rubicon's 2020 Trick or Trash campaign reached 730 schools and small businesses in all 50 states, diverting 7,000 pounds of wrappers from landfills and oceans. Not only does this campaign recognize immediate impacts on our environment, but creates long-term awareness and excitement surrounding recycling. We create educational materials -- including lesson plans, fact sheets, and lunch box reminders -- to bring to life the importance of recycling and waste diversion, while introducing the concept of the "circular economy," an important evolution of today's mainstream "take-make-waste" production model.

ARBOR DAY FOUNDATION

Over the course of the last 6 months, Rubicon has planted over 4,000 trees with Arbor Day Foundation. We are looking to quickly ramp up tree planting efforts, gifting trees in lieu of swag at events, celebrating staff and company milestones with reforestation projects and offering travel through tree-related carbon sequestration.

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Rubicon has earned the following third-party eco-labels, ratings, and certifications: - Certified B Corp - Certified “Best for the World” for “Environment” and “Corporate Governance” categories by B Lab. - Great Place to Work™ (2018, 2019, 2020) - Glassdoor, “Eleven Companies with Seriously Impressive Benefits (2018) - Ellen MacArthur Foundation, Emerging Innovator - World Economic Forum, Digital Disruptor - World’s Leading Circular Economy Solutions, Sitra (2020) Rubicon is a signatory of the following environmental agreements: - Inaugural Signatory of the New Plastics Economy Global Commitment - UN Global Compact - The Climate Pledge by Amazon and Global Optimism Rubicon maintains strategic partnerships with the following organizations to execute on our mission to end waste: - Ocean Exchange - rePurpose - TRUE Zero Waste - U.S. Composting Council - United Nations Global Compact - World Business Council for Sustainable Development. Additionally, We partner with Trucost, part of S&P Global, a leader in carbon and environmental data and risk analysis, to verify the methodology Rubicon employs to determine landfill diversion rate and how much carbon our clients avoid emitting by choosing non-landfill solutions. Trucost validated the methodology most recently in early 2020.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Although Rubicon is not a WMBE, SBE, Veteran owned business, we are proud to sub-contract installation services with Orbital Installation Technologies - a certified Geotab installer and a certified WBE in the State of Indiana and certified National WMBE by Women’s Business Enterprise National Council. Please find a copy of Orbital’s WMBE certification in the zip file titled “Certifications.” Orbital is also a certified RUBICONSmartCity installer, with experience installing our technology in more than ten other cities. Rubicon will be contracting out 100% of its subcontracting work to Orbital, making Orbital a key player in the fulfillment of our contracts. Orbital is a trusted partner that provides best in-class installation services. Rubicon is also an Equal Opportunity Employer. It is the policy of the Company to provide equal employment without regard to race, color, age, religion, sex, national origin, disability, veteran’s status or sexual orientation. Rubicon is also committed to taking affirmative action in seeking and assisting workers who may have formerly been excluded from the mainstream of employment to meet job standards and thus reach their full potential.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Rubicon offers the following unique attributes to participating entities: - Fleet management for the specific demands of heavy duty vehicles, including solid waste. - Rubicon is the only fleet management provider that specializes in solid waste - we manage solid waste for the biggest brands in North America. Please find a selection of these brands in the attached document titled "Rubicon Proud Partners." - Software built for front-line municipal workers. - Remote operations for essential workers, designed to keep operations running while putting as few workers in harm's way as possible. - App-based software to speed deployment, reduce costs, and avoid unnecessary installation on heavy-duty vehicles. - Rubicon is the only fleet management technology provider with an environmental mission and certified B-corp status, putting us in the vanguard of environmental and social leadership. - Development Partner Opportunity: We build our software in lockstep with our municipal government development partners. Municipalities are eligible to take part in our development program to pilot and test our emerging technology.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, Rubicon's warranties cover all products, parts, and labor. Devices in use outside of those provided by Rubicon are not covered under the terms of this warranty.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranties do not impose restrictions or other limitations that adversely affect coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Rubicon's warranties cover technicians; travel time and mileage expenses to perform repairs under warranty.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic regions of the United States or Canada for which Rubicon cannot provide a certified technician to perform warranty repairs. Rubicon's partner, Orbital Installation Technologies, provides repair services for our customers. Orbital's certified technicians install, test, and configure the Pod telematics device and RUBICONVision camera.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, all devices provided by Rubicon are covered under the terms of warranty.	*

47	What are your proposed exchange and return programs and policies?	Rubicon runs a two-week calibration period at the beginning of every contract for all Rubicon hardware. During this period, if any of the Rubicon-issued devices fail, Rubicon will replace them at no charge and without counting these replacements against the warranty agreement. Exchanges and returns under other circumstances will be considered on a case-by-case basis. Full warranty details are provided below; ICI DEVICE WARRANTY In the event an issue is discovered with one of the ICI devices, Rubicon will replace the device on a schedule agreed upon in advance with the customer. Rubicon will replace a specific number of ICI's per year tailored to the number of devices included in each contract. Rubicon will also replace any other standard hardware - tailored to each contract (charging stations, cables, mounts, etc), at no cost. Hardware replacements beyond these numbers will fall outside of the warranty. Devices outside of the warranty period will be the responsibility of the city. Replacement devices can be ordered through Rubicon and billed to the city. POD DEVICE WARRANTY Rubicon will replace up to a specific number of pod devices per year under the basic pricing proposal included in this response. This exact number depends on the number of devices purchased. Rubicon also will replace any other standard hardware (mounts, harnesses, cables, etc), up to a specific number per year, at no cost. Hardware replacements beyond these numbers will fall outside of the warranty. Devices outside of the warranty period will be the responsibility of the City. Replacement devices can be ordered through Rubicon at the price outlined in the contract and will be billed to the City. In addition, Rubicon runs a calibration period at the beginning of every contract. This testing period takes place immediately once the devices have been installed in city vehicles. The period lasts up to two weeks. During this period, if any of the Rubicon-issued devices fail, Rubicon will replace them at no charge and without counting these replacements against the warranty agreement. HARDWARE REPLACEMENTS OUTSIDE OF WARRANTY Rubicon will work with the city to determine standard operating procedures to report, qualify, and execute hardware replacements. If the city has purchased the hardware, replacement of any devices outside of the warranty period will be the responsibility of the city. Replacement devices can be ordered through Rubicon and will be billed to the city. If the city is leasing the hardware throughout the duration of the contract, Rubicon will work with the city to establish a standard process for the reporting and qualifying hardware replacements.	*
48	Describe any service contract options for the items included in your proposal.	Rubicon does not offer additional service contract options. Our warranties and Software as a Service (SaaS) model enable us to provide ongoing service and support for the life of the contract. Please see attached a copy of Rubicon's standard Service Level Agreement (SLA), which outlines our service and support commitments, within the zip file titled "Support & Services."	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are net 30.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Rubicon offers financing options for government entities. This includes, but is not limited to, monthly payments and customized deferred payment schedules. Any applicable monthly charges and payments will utilize the Tier 1 cost structure set forth in the included pricing proposal. Additionally, please take special note that financing or special payment schedules are not available for every line item.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rubicon is directly responsible for all actions associated with the order process. This includes the processing of purchase orders (PO) via our Smart City and Accounting teams. Once a PO has been received and processed any and all applicable shipping arrangements will be arranged and communicated directly from Rubicon's Customer Success team. This includes packing, shipping, insurance and the communication of the associated tracking information. Additionally, the 2.5% Administrative Fee will be handled through Rubicon's Accounting department within the 45 day window allowed by Sourcewell. Rubicon monitors and tracks all of its sales through Salesforce CRM. This tool will assist in the tracking and reporting of all earnings to Sourcewell quarterly. The report will be delivered directly from Rubicon's Smart City department.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, Rubicon does not accept P-card procurement and payment process at this time.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rubicon's pricing model is line-item and includes the reflected discounts from MSRP. Rubicon's technology suite includes both hardware and software as a service. Each can be bought separately to afford members the most flexibility when it comes to cost. Please see the submitted pricing proposal for details on the structure of Rubicon's pricing model and associated discounts (see attached "Sourcewell Pricing Proposal")	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are delighted to offer Sourcewell participating entities a discount of up to 62% off of MSRP. The discount is based on the MSRP of each line item. Each line item has its own MSRP and the discount off MSRP is dictated by quantity/volume. Please see full details in the attached "Sourcewell Pricing Proposal."	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	All quantity discounts are directly associated with the number of vehicles in which RUBICONSmartCity will be deployed. Further specifics pertaining to quantity pricing discounts are set forth in the submitted pricing proposal.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Rubicon has not had the need to procure "sourced products or related services" as "open market" items or "nonstandard options." If it were to become necessary to meet the needs of a Participating Entity, we would establish a process that meets industry standards to do so.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All associated costs are set forth in the submitted pricing proposal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost for freight, delivery or shipping. If a device is damaged or defective upon receipt, Rubicon will ship a replacement device via Air ship method prior to receiving the returned device.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Domestic freight is shipped via FDX Ground for both outbound and inbound shipments. Transit times for outbound and inbound are based on FDX Ground transit schedules posted online. All shipments are insured for the market value of the goods. Domestic shipping is considered FOB; international shipping is shipped via DDP incoterm unless otherwise stated. Shipments to Alaska and Hawaii are via Air.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Packing materials (boxes, dunnage, etc.) are recyclable to support sustainability. We encourage all of our customers to recycle the shipping containers when they arrive at the end destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find Rubicon's pricing proposal in the attachment labeled "Sourcewell Pricing Proposal."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The following self-audit process will be employed to verify compliance with the Sourcewell contract. 1) Rubicon will evaluate new purchase orders against the Sourcewell Participating Entity database. 2) Once verified as a Participating Entity, the RUBICONSmartCity team will confirm pricing is commensurate with the Sourcewell pricing schedule. 3) Upon contract execution, the customer created in Rubicon's accounting system and assigned a unique ID indicating the Sourcewell relationship. 4) Once Rubicon invoices the customers, the associated 2.5% Administrative Fee is submitted to Rubicon's Accounting department for processing. 5) Rubicon will remit the Administrative Fee payment within the 45-day terms, as allowed by Sourcewell. 6) Quarterly, the Accounting team will provide a detailed sales register to reconcile the administrative fees processed for Sourcewell.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Rubicon proposes a 2.5% administrative fee to be paid to Sourcewell upon Rubicon receiving payment qualified sales. The administrative fee compensates Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that we are awarded a Contract. The fee is calculated as a percentage of sales under the contract and will not impact the Member's cost of goods.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	RUBICONSMARTCITY™ RUBICONSmartCity™ was specifically designed to help city governments run faster, smarter, and more effective waste, recycling, and municipal fleet operations. Our technology is purposely-built through the eyes of municipal drivers and supervisors to best meet their specific needs. The resulting proprietary platform, RUBICONSmartCity, empowers municipal governments to streamline operations and work towards long term sustainability goals while improving customer service. The solution consists of Rubicon X, Rubicon Y, and the Portal. RUBICONSMARTCITY HARDWARE RUBICON X: In-Cab-Interface (ICI) Rubicon's ICI enhances solid waste drivers daily workflow. The ICI is purpose-built as a flexible solution allowing any operator to use any ICI in any vehicle. The ICI's portability ensures that Participating Entities only need as many devices as there are daily routes, reducing the need to procure hardware for every vehicle in a fleet. Our plug and play solution comes preloaded with Rubicon's proprietary driver application and no hardwiring is required for installation. Key Features: - Collect service verifications without RFID - Digitized DOT compliant pre and post-trip reporting - Digitized weight ticket entry - Daily route management - Turn-by-turn directions to disposal sites, truck yard, box yard, customer locations, or along a sequenced route - Identify city insights (i.e. potholes, graffiti, road conditions, etc.) - Exception flagging (i.e. bin not out, broken bin, etc.)	

Option 1: Phone - iPhone XR

- 6.1-inch (diagonal) all-screen LCD Multi-Touch display with IPS technology
- 1792-by-828 pixel resolution
- Built-in rechargeable lithium-ion battery
- 64GB storage capacity

Option 2: Tablet - iPad Mini 5

- 7.9-inch (diagonal) LED-backlit Multi-Touch display
- 2048-by-1536 pixel resolution
- Built-in 19.1-watt-hour rechargeable lithium-polymer battery
- 64GB storage capacity

Included accessories:

- Ruggedized cases: Rubicon's ICI is secured in a military-grade case, protecting it from drops, dirt, scrapes, and bumps.
- Charging station: Provided to store and charge all ICI devices overnight in a central location.
- Dash/windshield mount: Placed in the front dash in the cab of the vehicle, the mount provides a sturdy cradle for the ICI while allowing the ability for driver's to flexibly capture exceptions in the field.
- Vehicle chargers: Provided for each ICI to ensure they are charged throughout the duration of a route.

RUBICON Y - POD

Rubicon Y, also referred to as the Pod, is the latest and most powerful telematics device. The Pod provides precise vehicle tracking and vehicle diagnostics and is the best-in-class telematics device for city, state, and federal government heavy-duty fleets worldwide.

Key features:

Once installed, the Pod provides state-of-the-art GPS technology, g-force monitoring, and engine and battery health assessments. All of the data collected by the Pod device is transmitted to Rubicon's Portal in near real-time.

Installation:

Rubicon provides full installation and implementation of the Pod telematics devices in the city's vehicles via our third-party installer network. The device plugs directly into a vehicle's OBD-II port and requires no driver interaction. The Pod device does not require a dash-mounted antenna or any wire splicing. Total installation takes less than 30 minutes per vehicle.

Specifications:

Operating Temperature

-40 to +85 °C

Mechanical

Weight: 70 g (0.15 lb)
Dimensions:75mmL×50mmW×23mmH
Housing: Flame retardant black ABS Electrical

Compliance

Standards: FCC, IC, PTCRB, NOM, HERO (select SKUs)*, HERF, HERP, CE, Emark, RED, REACH, RoHS, WEEE, RCM

RUBICON Z: RUBICONVision™

Rubicon Z, also known as RUBICONVision™, consists of a forward-facing camera mounted on the inside of the windshield facing the road paired with an artificial intelligence (AI) based computer installed in the cab of the vehicle that processes images from the camera in near real-time. The system provides critical information to city staff without requiring any driver interaction. The system is provided as a single hardware package with components listed below. RUBICONVision is able to run the following features:

- STROBE

RUBICONVision's "Strobe" feature collects images along the route to show City staff exactly what drivers encounter through the entirety of their route. The images RUBICONVision collects - without any driver interaction - can help resolve customer issues, proactively identify problem areas, and provide an extra layer of transparency.

- STREET SWEEPING SERVICE CONFIRMATION

RUBICONVision's "Street Sweeping" feature reports the amount of time street sweepers have spent on or off curb to more accurately understand where service took place or not throughout a city. Additionally, if the street sweeper came off curb, the Camera - working in tandem with the Computer - classifies why the vehicle went off curb (i.e. vehicle, pedestrian, construction zone, etc.) and sends the information to the Portal. *

- OVERFLOWING BIN IDENTIFICATION

RUBICONVision's "Overflowing Bin" feature identifies bins, set out at the curb, that are overstuffed. Near real-time data about time, location, and the associated image is communicated to the Portal.

- POTHOLE DETECTION

When running the "Pothole" feature, images of potholes are captured and reported back to the Portal for review without requiring any driver interaction. The onboard computer analyses images captured while the vehicle is on route and if a pothole is recognized, places a red box around the pothole and transmits the image to the Portal for review. These images can be analyzed by office staff in the Portal or be exported into Excel.

RUBICONVision HARDWARE

Component 1: High-definition camera

RUBICONVision includes a front facing high definition camera that is securely mounted to the dashboard of solid waste and street sweeper vehicles. Unlike other cameras on the market, RUBICONVision takes static pictures every few seconds that are processed directly on the vehicle itself and sent to the cloud providing information in near real-time to the Portal. This removes the need to filter through hours of video footage, or to regularly pull memory cards from a vehicle's video systems.

Component 2: In-cab computer

RUBICONVision includes a small computer installed in the cab of solid waste and street sweeper vehicles that incorporates Artificial Intelligence (AI) to process images from the HD camera on the "edge." With edge computing, large amounts of data can be processed on the vehicle itself, reducing internet bandwidth and cellular data usage. This both eliminates costs and ensures that applications can be used effectively in remote locations. The computer portion of RUBICONVision is hard-wired to the truck's battery; when the vehicle starts, the device begins operating.

SOFTWARE

Portal

The Portal is a password-protected, browser-based dashboard that helps centralize decision-making, provide operational oversight, and view all data related to a city's solid waste and street sweeping operations. Rubicon X, Y, and Z continuously report integral data to the Portal in near real-time. Levels of access are configurable and provided to an unlimited number of users.

Key Features:

- Near real-time fleet monitoring
- Breadcrumb trails and route playback to view how drivers ran specific routes
- Digitized customer, route, vehicle, and asset information can be searched, edited, and exported
- Verify service of specific areas
- Enhanced customer service workflow
- Route creation, planning, and editing for heavy-duty fleet operations
- Comprehensive and dynamic route sequencing to aid in the routing and dispatching of ad hoc, bulk, cart delivery, and residential routes for solid waste and recycling operations
- Daily remote management with the ability to push updates to drivers in near real-

		time - Geofencing of disposal sites and operational facilities - Operational insights and reporting - Driver performance (start/stop time, time on site, speeding, hard braking, hard turning, hard acceleration, idle time, etc.) - Vehicle health (fault code information, critical fault code e-mail alerts) - Operational (Pre/post trip reports, disposal ticket information, route completion data) - Customer Service (route issues reported, customer history information) Specifications: The Portal is compatible with Google Chrome, Microsoft Edge, and Mozilla Firefox. SERVICES Fleet Optimization Rubicon provides full fleet optimization services for recurring residential solid waste and recycling routes, as well as street sweeping operations. We define fleet optimization as optimizing every fixed, recurring route in a city's operations. This process takes around six months and involves close cooperation between the city and Rubicon. Fleet optimization is a complex process that encompasses more than simply identifying the shortest route between points on a map. In addition to distance, specific constraints are taken into consideration ranging from the number and location of required stops, to turns and intersections along a route, among others identified by the city. Fleet optimization, when based upon comprehensive data about city fleet operations can save cities significant time and money. For example, in a fleet optimization scenario Rubicon ran for the City of Atlanta, we identified the potential to decrease the number of weekly route hours run by waste and recycling vehicles by 6.1% and decrease the number of miles driven by 7.8%; saving the City over $300,000 annually on optimization and over $750,000 when including savings leveraged from technology. When optimization is matched with our technology, cities can unlock significant ROI. Rubicon's optimization process differs from its competitors in the market in several ways. First, Rubicon does all the heavy lifting, removing the burden of significant time commitments from city personnel. Fleet optimization is a complex, complicated, and time consuming process that we guide our city partners through in an iterative and collaborative way. We optimize all of the customer's routes offline and then provide the tools necessary to keep them up to date and balanced within our Portal. Our process is designed to keep optimizations as simple as possible for the customer. Second, Rubicon's process differs because of the power of our in-truck technology. Utilizing data gathered by the Pod telematics device and ICI, Rubicon bases our optimization recommendations on observed fleet data combined with pre-existing data from the city. This secondary validation process ensures the data is clean and not simply based on projections or estimates. Finally, Rubicon's in-truck technology also offers unique capabilities that assist cities in implementing the new, optimized routes. For example, changes to recurring routes after optimization can be immediately pushed to drivers through the ICI and assist them via turn-by-turn navigation as they learn their new routes. The ICI also provides stop-by-stop notes to help drivers learn their new customers and relevant service alerts at each address. And the ICI collects additional data that can be used to optimize routes over time.	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Heavy-Duty Fleet Management - Solid Waste Fleet Management - Solid Waste Operations Management - Solid Waste Work Order Management	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Fleet management information systems	○ Yes ◉ No	Not currently available through Rubicon.	*
67	Fleet technology related hardware solutions	◉ Yes ○ No	Rubicon's fleet technology hardware suite includes Rubicon X: In-Cab-Interface, Rubicon Y: Pod, and Rubicon Z: RUBICONVision camera and computer.	*
68	Fleet related software solutions	◉ Yes ○ No	Rubicon provides comprehensive fleet management software solutions for heavy-duty vehicles including a specialization in solid waste. These offerings include a driver specific software application for the ICI, comprehensive fleet management software in the Portal, and next-gen AI based software as part of RUBICONVision.	*
69	Telematics, fleet monitoring, asset tracking, and geofencing solutions	◉ Yes ○ No	Rubicon's Pod device provides full fleet telematics and fleet monitoring. Asset tracking and geofencing is available through the Rubicon Portal.	*
70	Motor pool and fleet sharing solutions	○ Yes ◉ No	Not currently available through Rubicon.	*
71	Integrated video solutions	○ Yes ◉ No	Not currently available through Rubicon.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
72	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded the Sourcewell contract, Rubicon will track the following internal metrics to measure the success of our contract: - Number of new contracts signed - Compared to prior year without Sourcewell - Compared to contracts signed outside of Sourcewell - Dollar value of new contracts - Time to contract - Customer satisfaction (as measured through annual survey) - Renewals	*
73	Describe your approach to data privacy in regard to your proposed solution(s).	Rubicon understands the importance of data security and privacy. As such, Rubicon has a number of precautions to protect city data that include but are not limited to: - All data is stored in highly secure AWS (Amazon Web Services) data centers; - Data is encrypted in transit with TLS across all services; - We use network firewalls built into Amazon and web application firewalls; - Rubicon has private connections from our offices and to the AWS infrastructure; - Rubicon personnel create and maintain customer access credentials; - From a monitoring perspective, we use Amazon Cloud Watch to monitor our network for specific events and thresholds; and - Lastly, we engage in periodic penetration tests against our own environment to ensure any vulnerabilities are identified. Rubicon also understands the importance of city ownership of data. Rubicon's approach therefore includes the following terms: - Our customers own their data. - All data in our system can be downloaded to Excel, making it easy to port data from our system to another system. Furthermore, in the event of disaster Rubicon has a disaster recovery plan with a business continuity plan. These plans include: DESIGN REDUNDANCY AWS data centers are designed to anticipate and tolerate failure while maintaining service levels. In case of failure, automated processes move traffic away from the affected area. Core applications are deployed to an N+1 standard, so that in the event of a data center failure, there is sufficient capacity to enable traffic to be load-balanced to the remaining sites. BUSINESS CONTINUITY PLANNING AWS' Business Continuity Plan outlines steps to ensure that AWS can continue to serve its customers in the case of a disaster. The company models scenarios, including environmental disasters and pandemics, that may affect its operations and bases its planned actions on these scenarios. A comprehensive disaster and business continuity plan will be provided upon request. BACKUPS AND RECOVERY Our entire application is deployed in the AWS cloud. We use RDS SQL server in the AWS with AWS Multi AZ for the failover mechanism (Multi Availability Zone: https://aws.amazon.com/rds/details/multi-az/). We also have an automated backup system which enables a 7 day backup.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Allegretti, Chief Strategy Officer, Rubicon Global, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_10_Fleet_Mgmt_Tech_RFP_020221 Tue January 26 2021 04:32 PM	☑	2
Addendum_9_Fleet_Mgmt_Tech_RFP_020221 Mon January 25 2021 05:09 PM	☑	2
Addendum_8_Fleet_Mgmt_Tech_RFP_020221 Wed January 20 2021 04:19 PM	☑	1
Addendum_7_Fleet_Mgmt_Tech_RFP_020221 Tue January 19 2021 12:21 PM	☑	1
Addendum_6_Fleet_Mgmt_Tech_RFP_020221 Mon January 18 2021 01:39 PM	☑	1
Addendum_5_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:16 PM	☑	2
Addendum 4_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:12 PM	☑	3
Addendum 3_Fleet_Mgmt_Tech_RFP_020221 Thu January 14 2021 01:05 PM	☑	1
Addendum 2_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1
Addendum 1_Fleet_Mgmt_Tech_RFP_020221 Fri January 8 2021 01:17 PM	☑	1

Patricia Lewis

From: plewis@ocalafl.gov
Subject: FW: Your policy exception has been approved.

From: City of Ocala - Contracting Officer <noreply@jotform.com>
Sent: Monday, October 16, 2023 10:50 AM
To: Danielle Phillips <dphillips@ocalafl.gov>; Lyndi Dyson <ldyson@ocalafl.gov>
Subject: Your policy exception has been approved.

Your policy exception has been **approved**.

Approval Comments: Public Works Sanitation Division has utilized the Dude Solutions (now known as Brightly Software) Mobile311 work order system for several years. In addition to having a work order system, Sanitation also has an ongoing need for a routing software solution to assist it in effectively handling its duties related to balancing routes, tracking, and quality assurance. Without routing software, supervisors are having to manually review tickets to check and calculate tonnage and distance to balance routes and quality assurance responsibilities are often handled reactively (after receiving customer complaints) than proactively (by checking locations in real time). The Brightly Software solution does not offer a routing component. Rubicon is an all-inclusive solution that offers both work order and routing capabilities. Sanitation has demonstrated the software for several months and found that it comprehensively addresses its needs. Rubicon was also competitively solicited and awarded under Sourcewell Contract No. 020221-RUB, Fleet Management Technology Solutions. Contract No. 020221-RUB is valid through March 26, 2025. In addition to competitive pricing, Rubicon is willing to grant the City of Ocala an additional 30% discount. PLEASE CREATE A MUNIS CONTRACT SO THAT PURCHASES CAN BE EFFECTIVELY TRACKED. PLEASE ENSURE THAT THIS EXCEPTION REQUEST AND SOURCEWELL CONTRACT NO. 020221-RUB ARE APPROPRIATELY ATTACHED TO THE MUNIS CONTRACT. IF YOU ANTICIPATE THAT EXPENDITURES UNDER THIS CONTRACT FOR THE TERM WILL EXCEED $50,000, PLEASE SCHEDULE FOR A COUNCIL AGENDA.

Procurement/Contract/P-Card Exception

Select exception type:	Procurement
Reason for procurement exception:	Policy Exception for Best Value/Approach
Enter a brief description of your exception request:	In 2018, Sanitation began using a work order system through Dude Solutions. The system met our needs and has been a very good system for us. We began to look for a system that would not only provide a means for us to do work orders but would also provide routing capabilities. Dude Solutions confirmed that they do not offer any routing software options. While looking, we came across Rubicon, which is a digital waste and recycling solutions company (https://www.rubicon.com). Their system provides both work order and routing software capabilities. Their system also provides electronic vehicle inspections and the ability to input tickets electronically, rather than manually, numerous reports, etc. It will also allow assigning routes to other drivers and make route changes very easily. This system will allow us to improve our operational efficiencies in both Residential and Commercial Sanitation, especially with the utilization of the routing optimization. Rubicon offered a 3 month, no-cost pilot program and, after working with Procurement, we began the pilot with Rubicon Global on July 31, 2023. We have been very pleased with their product, and we have determined through the pilot that the system does meet our needs. Renewing with Dude Solutions for another year would cost $15,000 and was due in October, so we have terminated that contract. We would now like to enter into a 5-year contract with Rubicon Global for our work order and routing software needs. They are a part of the Sourcewell Purchasing Cooperative. A contract for this length of time will allow us to receive a 30% discount in costs. Rubicon is continually making upgrades to their system and those upgrades are provided to their clients at no additional cost. We are responsible for supplying the tablets for the program and here would be no installation or hardware required, due to the city utilizing their own

	tablets and not utilizing a telematics device. The only required connection from the City will be access to their browser-based dashboard, which is username and password protected. This can be utilized by any web browser (Google Chrome preferred.) Because the tablets we currently have are older, the Rubicon app will not work on them. Our tablets will need to be replaced. Tablet replacements are on the City Council agenda for October 24, 2023. Because of the way Rubicon is set up on the tablets, we will be able to reduce the total number of tablets that Sanitation has. IT has given the go ahead to start the Procurement contracting process and we have requested $60,000 in our FY24 budget.
Attach all documents related to the exception that can assist the Contracting Officer's decision.	Sourcewell Contract 020221-RUB.pdf Attachment C - SOC2_Confirmation_Letter.pdf MSA_Ocala.docx Rubicon MOU.City of Ocala.4.26.23.docx.pdf
Department	(PWD) PUBLIC WORKS
Requestor Name	Dwayne Drake
Requestor Email	ddrake@ocalafl.gov
Phone number	(352) 351-6744
Courtesy Copy Email 1	dphillips@ocalafl.gov
Courtesy Copy Email 2	ldyson@ocalafl.gov
Who authorized requesting this exception?	Dwayne Drake

File #: 2024-0224 Agenda Item #: 8k.

Submitted By: Christopher Ramos

Presentation By: Christopher Ramos

Department: Information Technology

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of physical security equipment from Morse Communications, including digital cameras, building access controls, and alarms with an estimated expenditure of $192,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
As presented in the Fiscal Year 2023-24 Information Technology ("IT") Capital Improvement Plan, the IT Department is requesting approval to proceed with the purchase of physical security equipment for various locations in the City of Ocala.

Cost Breakdown		
10 - Surveillance Cameras (Water Resources)	$	40,000
2 - Surveillance Cameras & 2 Access Control Badge Readers (Public Works Sanitation)	$	14,000
15 - Surveillance Cameras & 11 Badge Readers (Fire Stations 2&6, Complex Gates, Parking Garage)	$	113,000
Camera Upgrades (OPD)	$	25,000
Total Cost Breakdown	**$**	**192,000**

FINDINGS AND CONCLUSIONS:
During Fiscal Year 2023, physical security assessments and audits were conducted to identify gaps and/or deficiencies present within physical security controls established at key facilities and areas throughout the City of Ocala. Furthermore, the necessity for additional physical security controls is underscored by previous security incidents that have occurred at specific locations.

Areas included:

- Water Resources Master Lift Stations (#5, #17, #83, #91, #120)
- Fire Stations 2 and 6
- Downtown Parking Garage
- City Complex
- Ocala Police Investigation Locations

Implementing these additional physical security controls will significantly enhance staff's capacity to detect and/or prevent instances of unauthorized access, suspicious activities, or security threats that may occur at various City locations.

In January 2022, Morse Communications was approved to supply standardized equipment and software related to the City's physical security infrastructure, citywide. Identification of certain information relating to the City's critical infrastructure is confidential and exempt from disclosure under section 119.07(1) and s. 24(a), Art. I of the State Constitution by section 119.0725, Florida Statutes. Disclosure of such information could facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of Information Technology Resources.

Morse Communications has extended to the City of Ocala a 'Most Favored Nations' pricing guarantee, thereby ensuring that the City has secured the most advantageous pricing available for the acquisition of this essential physical security equipment.

FISCAL IMPACT:
Fiscal Year 2023-24 funds in the amount of $192,000 have been budgeted in the appropriate physical security capital improvement project accounts with division code 214 in accordance with the adopted budget.

IT Physical Security equipment purchases in the estimated amount of $167,00 will be tracked under Munis Contract No.: ITS/240118

OPD IT Physical Security equipment purchases in the estimated amount of $25,000 will be tracked under Munis Contract No.: ITS/240119

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
N/A. The Terms and Conditions in the City's Purchase Order will govern this purchase.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

MORSECOM

Most Favored of the Nation. The Company, Morse Communications Inc., hereby represents and warrants as of January 12, 2022 covenants and agrees that none of the terms offered to any Other Holder of comparable size and scope, in any Other Agreement, is or will be more favorable to such Other Holder than those of the City of Ocala and this Agreement for the purchase of **Access Control and CCTV Equipment**. If Morse Communications, Inc. desires to enter into an Other Agreement, then (i) the Company shall provide prior written notice to the City of Ocala and (ii) upon execution by the Company and such Other Holder of such Other Agreement, the terms and conditions of this Agreement, the Other Agreement and the Securities (other than any limitations on conversion set forth therein) shall be, without any further action by the Holder or the Company, automatically amended and modified in an economically and legally equivalent manner such that the City of Ocala shall receive the benefit of the more favorable terms and/or conditions (as the case may be) set forth in such Other Agreement, provided that upon written notice to the Company at any time the Holder may elect not to accept the benefit of any such amended or modified term or condition, in which event the term or condition contained in this Agreement or the Securities (as the case may be) shall apply to the Holder as it was in effect immediately prior to such amendment or modification as if such amendment or modification never occurred with respect to the Holder.

Annette Costello

10/4/2023

Annette Costello, President

Date

Department	Life Expectancy	Priority
Information Technology	2024-2029	1

Request Title

Information Technology Equipment Replacement/Procurement

Request Description

10 - Surveillance Cameras (Water Resources)
2 - Surveillance Cameras & 2 Access Control Badge Readers (Public Works Sanitation)
15 - Surveillance Cameras & 11 Badge Readers (Fire Stations 2&6, Complex Gates, Parking Garage)
10 - Surveillance Cameras (OPD)

Justification

1. Request to purchase surveillance cameras to install at Water Resources - Master Lift Stations (#5, #17, #83, #91, #120) for added monitoring of critical infrastructure equipment for safety and secure operations. These areas now have more foot traffic. By adding these cameras it will help detect any unauthorized access, suspicious activity, or security threats that may occur at the lift stations.
2. Request to purchase the surveillance cameras to install at Fire Stations 2 and 6 for added security. Each year we've added cameras to two fire stations. This will be the last two fire stations outfitted with cameras.
3. Four Gate Readers and cameras for City Complex Gates (#1, #3, #4, and #5). Securing Complex gates and providing visibility with cameras.
4. Request to purchase surveillance camera for Metal Junk Yard and gate reader for Public Works Sanitation entrance.
5. OPD is requesting to deploy cameras around the City in continuance of meeting agency needs for investigations.

Strategic Goals Relevance

Operational Excellence

Cost Breakdown

10 - Surveillance Cameras (Water Resources)	$	40,000
2 - Surveillance Cameras & 2 Access Control Badge Readers (Public Works Sanitation)	$	14,000
15 - Surveillance Cameras & 11 Badge Readers (Fire Stations 2&6, Complex Gates, Parking Garage)	$	113,000
Camera Upgrades (OPD)	$	25,000
Total Cost Breakdown	**$**	**192,000**

FISCAL DETAILS			2024
001-035-214-529-52-34010	Other Services		36,000
001-035-214-529-52-52060	Machinery & Equipment ($1,000 - $4,999)		102,000
453-023-214-534-53-34010	Other Services		6,000
453-023-214-534-53-52060	Machinery & Equipment ($1,000 - $4,999)		8,000
455-030-214-535-53-34010	Other Services		16,000
455-030-214-535-53-52060	Machinery & Equipment ($1,000 - $4,999)		24,000
	Total Expenditures	**$**	**192,000**

Title X PUBLIC OFFICERS, EMPLOYEES, AND RECORDS	Chapter 119 PUBLIC RECORDS Entire Chapter	**SECTION 0725** **Agency cybersecurity information; public records exemption; public meetings exemption.**

119.0725 Agency cybersecurity information; public records exemption; public meetings exemption.—

(1) As used in this section, the term:

(a) "Breach" means unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of an agency does not constitute a breach, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

(b) "Critical infrastructure" means existing and proposed information technology and operational technology systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety.

(c) "Cybersecurity" has the same meaning as in s. 282.0041.

(d) "Data" has the same meaning as in s. 282.0041.

(e) "Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology resources, security, policies, or practices. As used in this paragraph, the term "imminent threat of violation" means a situation in which the agency has a factual basis for believing that a specific incident is about to occur.

(f) "Information technology" has the same meaning as in s. 282.0041.

(g) "Operational technology" means the hardware and software that cause or detect a change through the direct monitoring or control of physical devices, systems, processes, or events.

(2) The following information held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

(a) Coverage limits and deductible or self-insurance amounts of insurance or other risk mitigation coverages acquired for the protection of information technology systems, operational technology systems, or data of an agency.

(b) Information relating to critical infrastructure.

(c) Cybersecurity incident information reported pursuant to s. 282.318 or s. 282.3185.

(d) Network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, including suspected or confirmed breaches, if the disclosure of such information would facilitate unauthorized access to or unauthorized modification, disclosure, or destruction of:

1. Data or information, whether physical or virtual; or

2. Information technology resources, which include an agency's existing or proposed information technology systems.

(3) Any portion of a meeting that would reveal information made confidential and exempt under subsection (2) is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution. An exempt portion of a meeting may not be off the record and must be recorded and transcribed. The recording and transcript are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

(4) The public records exemptions contained in this section apply to information held by an agency before, on, or after July 1, 2022.

(5)(a) Information made confidential and exempt pursuant to this section shall be made available to a law enforcement agency, the Auditor General, the Cybercrime Office of the Department of Law Enforcement, the Florida Digital Service within the Department of Management Services, and, for agencies under the jurisdiction of the Governor, the Chief Inspector General.

(b) Such confidential and exempt information may be disclosed by an agency in the furtherance of its official duties and responsibilities or to another agency or governmental entity in the furtherance of its statutory duties and responsibilities.

(6) Agencies may report information about cybersecurity incidents in the aggregate.

(7) This section is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2027, unless reviewed and saved from repeal through reenactment by the Legislature.

History.—s. 1, ch. 2022-221.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Monday, January 10, 2022

Procurement/Contracting/P-Card Policy Exception Request Form

Approval Status Approved

Select exception type: Procurement

Reason for procurement exception: Standardization

Enter a brief description of your exception request:

The Information Technology department has been working with CIP, Recreation and Parks, and Morse Communications to gather all the necessary physical security requirements for the Mary Sue Rich Facility project. The scope of the items requested includes digital cameras, building access control readers, intrusion detection alarms, and a storage server for camera footage for a total of $116,362.90.

Access Control (badge readers): $37,044.00

IDS (building alarms): $13,272.00

CCTV (cameras): $51,281.00

Dell Storage Server: $14,765.90

Attached you will find the quotes provided by Morse Communication and Dell, as well as the mock-up floor plans where the physical security devices will be installed at the interior and exterior of the building.

IT would like to request an exception to procurement for this project and all physical security projects, to standardize on the same vendor and software that we use throughout the City and the Recreation and Parks department.

If we bid this and other physical project out to another vendor, we will likely be receiving equipment and software that are not compatible with the current processes and systems we have in place now. This will cause more management overhead for IT and a disconnected user experience for these departments.

Attach all documents related to the exception that can assist the Contracting Officer's decision.

395S2410 Revision 2 Mary S… .pdf

Dell_NVR_Server_MSRF_Quote.pdf

E301 Mary Sue Rich Facility 1….pdf

E302 Mary Sue Rich Facility 2….pdf

Mary Sue Rich CCTV Matrix … .xlsx

Department	(ITS) INFORMATION TECHNOLOGY
Requestor Name	Christopher Ramos
Requestor Email	cramos@ocalafl.org
Phone number	(352) 629-8209
Who authorized requesting this exception?	Winsome Jacobs

Approval Activity History

Actor	Actions	Date
tkimball639 tkimball@ocalafl.org	Additional Information Required Are you saying that for the equipment specified, no other vendor sells that equipment or only Morse is authorized to sell that equipment?	Monday, January 10, 2022
Notification	Email sent. (Your policy exception requires additional information for consideration.) cramos@ocalafl.org,tkimball@ocalafl.org,cmfitsemons@ocalafl.org	Monday, January 10, 2022
Tiffany Kimball tkimball@ocalafl.org	Approve This request was approved after we received a Most Favored Nation pricing letter from Morse.	Friday, February 4, 2022
Notification	Email sent. (Your policy exception has been approved.) cramos@ocalafl.org,tkimball@ocalafl.org,cmfitsemons@ocalafl.org	Friday, February 4, 2022

Thursday, September 1, 2022

Procurement/Contracting/P-Card Policy Exception Request Form

Approval Status Approved

Select exception type: Procurement

Reason for procurement exception: Standardization

Enter a brief description of your exception request:

David,

This is not a new stand-alone project. This is an expansion to our current physical security system. The expansion is not just cameras and readers but also the connection of those devices into our existing vendor maintained servers and management and monitoring software.
Morse Communications is often tasked to do these expansion projects. Morse came onsite and worked with our team to design this expansion, they provide best price for the equipment needed and they are the only ones that are allowed to connect to our existing system. If another company were to try to integrate their equipment into the existing system it would affect our standing system maintenance with Morse.

It is not desirable to have multiple physical security vendors for cameras and building access, as this would require additional servers and management software for internal monitoring and administration.
The City has been down this road a few times in the past. It leads to additional costs and greater overhead in the way manhours and systems to be maintained.
It should also be noted that putting our security related equipment out for public consumption should be avoided due to security related risks.

Please advise,
Joe

Attach all documents related to the exception that can assist the Contracting Officer's decision.

PDF 395S2400 Rev 1 Ocala Suntr... .pdf

PDF 395S2661 Ocala Suntran Uni... .pdf

Department (SUN) SUNTRAN

Requestor Name Steven Neal

Requestor Email sneal@ocalafl.org

Phone number (352) 425-9433

Courtesy Copy Email 1	sneal@ocalafl.org
Courtesy Copy Email 2	dwilliams@ocalafl.org
Who authorized requesting this exception?	Joseph Noel

Approval Activity History

Actor	Actions	Date
Nelson Delcasio cmfitsemons@ocalafl.org	Approve This is approved as a standardization. The procurement of other brands and installation by another company would require the City to run more than one type of software on its systems to properly utilize the cameras. PLEASE ENSURE THAT MORSE IS PROVIDING "MOST FAVORED NATION PRICING" OR PRICING FROM A COMPETITIVE AGREEMENT. AFTER YOU HAVE VERIFIED THE PRICING IS THE BEST VALUE, PROCEED WITH YOUR REQUISITION SO A PURCHASE ORDER CAN BE CREATED FOR THESE PRODUCTS.	Friday, September 16, 2022
Notification	Email sent. (Your policy exception has been approved.) sneal@ocalafl.org,cmfitsemons@ocalafl.org,drobinson@ocalafl.org	Friday, September 16, 2022
Notification	Email sent. (Your policy exception has been approved.) sneal@ocalafl.org,dwilliams@ocalafl.org	Friday, September 16, 2022

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/14/2023

Quote # 395S2483 Revision 1

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Attn: Chris Ramos
Ref:
Project Division: Ocala Facilities Administration
Project Address:
Project Contact: Chris Ramos

Summary:

A)
B.
C.
D.
E.
F.)
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I.)

Ac

Qty:	Description	Price:	Total:
1	Door Controller	$ 371.00	$ 371.00
2	Card Reader with Keypad	$ 423.00	$ 846.00
4	Back Up Batteries	$ 72.00	$ 288.00
1	Pedastal 42" and 72"	$ 383.00	$ 383.00
2	Housing	$ 235.00	$ 470.00
1	Steel Enclosure	$ 3,343.00	$ 3,343.00
1	P Camera	$ 908.00	$ 908.00
1	Converter Switch	$ 370.00	$ 370.00
1	Network Switch	$ 95.00	$ 95.00
1	Camera License	$ 182.00	$ 182.00
1	Camera License	$ 33.00	$ 33.00
1	Materials and Supplies(OSP Cable, Patch Cords,Cat6)	$ 600.00	$ 600.00

Material Cost:	$ 7,889.00
Labor Cost:	$ 2,340.00
Total Cost:	**$ 10,229.00**

Note*
A.)
B.)

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/16/2023

Quote #395S2700

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Water Resources

Project Division: Ocala Water Resources
Project Address
Project Contact: Louis Acosta or Chris Ramos

Scope of Work

1)
2)
3)
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5)
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Qty:	Description	Price:	Total:
1	IP Camera	$ 840.00	$ 840.00
1	Corner Bracket	$ 78.00	$ 78.00
1	Wall Mount	$ 172.00	$ 172.00
1	Pendant Kit	$ 60.00	$ 60.00
1	Camera	$ 735.00	$ 735.00
1	Corner Bracket	$ 60.00	$ 60.00
1	Mount	$ 43.00	$ 43.00
1	30 Pendant Kit	$ 85.00	$ 85.00
1	Switch	$ 95.00	$ 95.00
2	Surge Protection	$ 85.00	$ 170.00
2	Wireless Bridge	$ 135.00	$ 270.00
1	Mount Network Cabinet	$ 116.00	$ 116.00
2	Camera License	$ 182.00	$ 364.00
2	Camera License	$ 33.00	$ 66.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 400.00	$ 400.00

Material Cost:	$	3,554.00
Labor Cost:	$	3,120.00
Total Cost:	**$**	**6,674.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/16/2023

Quote #395S2703

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Water Resources

Project Division: Ocala Water Resources
Project Address:
Project Contact: Louis Acosta or Chris Ramos

Scope of Work

1)
2)
3)
4)
5)

Qty:	Description	Price:	Total:
1	IP Camera	$ 840.00	$ 840.00
2	Bracket	$ 78.00	$ 156.00
2	Wall Mount	$ 172.00	$ 344.00
1	Pendant Kit	$ 60.00	$ 60.00
1	r Dome IP Camera	$ 1,190.00	$ 1,190.00
1	Pendant Kit	$ 85.00	$ 85.00
1	Switch	$ 95.00	$ 95.00
2	Surge Protection	$ 85.00	$ 170.00
1	Network Cabinet	$ 116.00	$ 116.00
2	Camera License	$ 182.00	$ 364.00
2	Camera License	$ 33.00	$ 66.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 400.00	$ 400.00

Material Cost:	$	3,886.00
Labor Cost:	$	2,080.00
Total Cost:	**$**	**5,966.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/16/2023

Quote #395S2704

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Water Resources

Project Division: Ocala Water Resources
Project Address:
Project Contact: Louis Acosta or Chris Ramos

Scope of Work

1)
2)
3)
4)

Qty:	Description	Price:	Total:
2	IP Camera	$ 840.00	$ 840.00
2	Corner Bracket	$ 78.00	$ 156.00
2	Wall Mount	$ 172.00	$ 344.00
1	Pendant Kit	$ 60.00	$ 60.00
1	Switch	$ 95.00	$ 95.00
2	Inline Surge Protection	$ 85.00	$ 170.00
1	Network Cabinet	$ 116.00	$ 116.00
2	Camera License	$ 182.00	$ 364.00
2	Camera License SMA	$ 33.00	$ 66.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 400.00	$ 400.00

Material Cost:	$	2,611.00
Labor Cost:	$	2,080.00
Total Cost:	**$**	**4,691.00**

Ron Lubonski

Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/16/2023

Quote #395S2705

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Fire Station
Project Division: Ocala Fire Department
Ocala, Fl 34470
Project Contact: Chris Ramos

Scope of Work

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Qty:	Description	Price:	Total:
1		$ 850.00	$ 850.00
1	Power Supply	$ 260.00	$ 260.00
2	Card Reader	$ 280.00	$ 560.00
2	Mount Strike	$ 360.00	$ 720.00
2	t Motion Detectors	$ 85.00	$ 170.00
2	Door Position Switch	$ 6.00	$ 12.00
3	Multi Sensor Dome IP Camera	$ 1,190.00	$ 3,570.00
3	Corner Bracket	$ 78.00	$ 156.00
3	Wall Mount	$ 172.00	$ 344.00
3	Pendant Kit	$ 85.00	$ 85.00
1	Managed Network Switch	$ 390.00	$ 390.00
3	Inline Surge Protection	$ 85.00	$ 255.00
1	Wall Mount Network Cabinet	$ 116.00	$ 116.00
3	Ent Camera License	$ 182.00	$ 546.00
3	Ent Camera License SMA	$ 33.00	$ 99.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 850.00	$ 850.00

Material Cost:	$ 8,983.00
Labor Cost:	$ 5,460.00
Total Cost:	**$ 14,443.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/21/2023

Quote #395S2705 REV 1

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Fire Station
Project Division: Ocala Fire Department
Ocala, Fl 34470
Project Contact: Chris Ramos

Scope of Work

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Qty:	Description	Price:	Total:
2		$ 850.00	$ 1,700.00
1	Power Supply	$ 260.00	$ 260.00
4	Card Reader	$ 280.00	$ 1,120.00
4	Mount Strike	$ 360.00	$ 1,440.00
4	Motion Detectors	$ 85.00	$ 340.00
4	Door Position Switch	$ 6.00	$ 24.00
3	Multi Sensor Dome IP Camera	$ 1,190.00	$ 3,570.00
3	Corner Bracket	$ 78.00	$ 156.00
3	Wall Mount	$ 172.00	$ 344.00
3	Pendant Kit	$ 85.00	$ 85.00
1	Managed Network Switch	$ 390.00	$ 390.00
3	Inline Surge Protection	$ 85.00	$ 255.00
1	Wall Mount Network Cabinet	$ 116.00	$ 116.00
3	Ent Camera License	$ 182.00	$ 546.00
3	Ent Camera License SMA	$ 33.00	$ 99.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 850.00	$ 850.00

Material Cost:	$ 11,295.00
Labor Cost:	$ 7,140.00
Total Cost:	**$ 18,435.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/21/2023

Quote #395S2706 Rev 1

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Fire Station
Project Division: Ocala Fire Department
Ocala, Fl 34470
Project Contact: Chris Ramos

Scope of Work

1)
2)
3)
4)
5)
6)
7)
8)
9)

Qty:	Description	Price:	Total:
2	Access Control Panel	$ 850.00	$ 1,700.00
1	Power Supply	$ 260.00	$ 260.00
3	Card Reader	$ 280.00	$ 840.00
3	Mount Strike	$ 360.00	$ 1,080.00
3	Motion Detectors	$ 85.00	$ 255.00
3	Position Switch	$ 6.00	$ 18.00
1	IP Camera	$ 840.00	$ 840.00
1	Dome Camera	$ 599.00	$ 599.00
1	Pendant Kit	$ 60.00	$ 60.00
3	Dome IP Camera	$ 1,190.00	$ 1,190.00
1	Corner Bracket	$ 78.00	$ 156.00
2	Wall Mount	$ 172.00	$ 344.00
1	Pendant Kit	$ 85.00	$ 85.00
1	Network Switch	$ 390.00	$ 390.00
3	Surge Protection	$ 85.00	$ 255.00
1	Network Cabinet	$ 116.00	$ 116.00
3	License	$ 182.00	$ 546.00
3	License	$ 33.00	$ 99.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 850.00	$ 850.00

Material Cost:	$	9,683.00
Labor Cost:	$	6,890.00
Total Cost:	**$**	**16,573.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/16/2023

Quote #395S2706

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Fire Station
Project Division: Ocala Fire Department
Ocala, Fl 34470
Project Contact: Chris Ramos

Scope of Work

1)
2)
3)
4)
5)
6)
7)
8)

Qty:	Description	Price:	Total:
1		$ 850.00	$ 850.00
1	Power Supply	$ 260.00	$ 260.00
1	Card Reader	$ 280.00	$ 280.00
1	Mount Strike	$ 360.00	$ 360.00
1	Exit Motion Detectors	$ 85.00	$ 85.00
1	Door Position Switch	$ 6.00	$ 6.00
1	Dual Sensor IP Camera	$ 840.00	$ 840.00
1	Dome Camera	$ 599.00	$ 599.00
1	Pendant Kit	$ 60.00	$ 60.00
3	Dome IP Camera	$ 1,190.00	$ 1,190.00
1	Corner Bracket	$ 78.00	$ 156.00
2	Wall Mount	$ 172.00	$ 344.00
1	Pendant Kit	$ 85.00	$ 85.00
1	Managed Network Switch	$ 390.00	$ 390.00
3	Inline Surge Protection	$ 85.00	$ 255.00
1	Wall Mount Network Cabinet	$ 116.00	$ 116.00
3	Camera License	$ 182.00	$ 546.00
3	Camera License	$ 33.00	$ 99.00
1	Materials and Supplies (Includes Cat 6 cable and Conduit)	$ 850.00	$ 850.00

Material Cost:	$	7,371.00
Labor Cost:	$	5,330.00
Total Cost:	**$**	**12,701.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

MORSECOM

888.MORSECO 321.259.8469V
321.255.0198 F
395 EAST DRIVE
MELBOURNE , FLORIDA 32904
WWW.MORSECOM.COM

2/16/2023

Quote #395S2707

City of Ocala
1805 NE 30th Ave
Ocala, Fl 34470

Ref: Ocala Public Works Sanitation CCTV

Project Division: Ocala Public Works
Project Address:1805 NE 30th Ave Building 200 Ocala, Fl 34470
Project Contact: Chris Ramos

Scope of Work

1)
2)
3)
4)
5)
6)
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10
11

Qty:	Description	Price:	Total:
1	IP Camera	$ 840.00	$ 840.00
1	Wall Mount	$ 172.00	$ 172.00
1	Pendant Kit	$ 60.00	$ 60.00
1	IP Camera	$ 1,190.00	$ 1,190.00
1	Corner Bracket	$ 60.00	$ 60.00
1	Wall Mount	$ 43.00	$ 43.00
1	Pendant Kit	$ 85.00	$ 85.00
1	Network Switch	$ 390.00	$ 390.00
1	Enclosure	$ 240.00	$ 240.00
2	Mid Span	$ 58.00	$ 116.00
2	Surge Protection	$ 85.00	$ 170.00
2	Wireless Bridge	$ 135.00	$ 270.00
2	Camera License	$ 182.00	$ 364.00
2	Camera License	$ 33.00	$ 66.00
1	Controller	$ 388.00	$ 388.00
2	Wireless Bridge	$ 178.00	$ 356.00
1	Card Reader with Keypad	$ 423.00	$ 423.00
1	Materials and Supplies (OSP Cat 6 cable and Conduit)	$ 750.00	$ 750.00

Material Cost:	$	5,983.00
Labor Cost:	$	4,680.00
Total Cost:	**$**	**10,663.00**

Ron Lubonski
Morse Communications
rlubonski@morsecom.com

Customer Signature_____ Date_____

)

File #: 2024-0122 Agenda Item #: 8l.

Submitted By: Lourdes Ramos

Presentation By: Mel Poole

Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal agreement with Service and Technology Network Solutions, Inc. for the provision of conduit installation services in the amount of $750,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On November 17, 2020, City Council approved a two-year contract with Service and Technology Network Solutions, Inc. ("S&T"), Contract No. OFN/200747 ("the Original Agreement"), for the provision of conduit installation services on an as needed basis with an aggregate expenditure amount of $2,800,000. The initial term of the Original Agreement was effective through November 16, 2022, and provided two (2) optional one-year renewal terms. On November 17, 2022, City Council approved the first one-year renewal with S&T in the amount of $750,000.

OFN is now seeking approval of the second one-year renewal with S&T for $750,000. The provision of these services is critical to OFN's ongoing installation of fiber cables, service drops, and potential storm-damage restoration.

FINDINGS AND CONCLUSIONS:
OFN recommends approval of the contract renewal with S&T to support customer growth and network reliability.

FISCAL IMPACT:
The funding for the contract is available in the following account strings:

FY 24 490-031-291-539-64-63020 Improvement O/T Buildings-Adding to Customer Base $324,000

FY 25 490-031-291-539-64-63020 Improvement O/T Buildings-Adding to Customer Base $30,000

FY 24 490-031-292-539-64-63020 Improvement O/T Buildings-Road Projects $336,000

FY 25 490-031-292-539-64-63020 Improvement O/T Buildings-Road Projects $60,000

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This renewal amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City and Vendor entered into an Agreement to Provide Conduit Installation Services – As Needed (the "Original Agreement"), City of Ocala Contract No.: OFN/200747, for a term of two years from November 17, 2020 through November 16, 2022; and

WHEREAS, on November 14, 2022, City, and Vendor entered into a First Amendment to Agreement to Provide Conduit Installation Services – As Needed (the "First Amendment") extending the term of the Original Agreement for the first available one-year renewal term, from November 17, 2022 to November 16, 2023; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as amended, for the final available one-year renewal period, and to revise the unit pricing in Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a one-year term beginning **NOVEMBER 17, 2023** and terminating **NOVEMBER 16, 2024.**
4. **AMENDMENT TO EXHIBIT B PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal.**
5. **RENEWAL TERM COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($750,000**) (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the one-year renewal term in accordance with the Contract Documents.
6. **NOTICES**. All notices, certifications or communications required by this Second Amendment 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Service and Technology Network Solutions, Inc. Attention: David Perdue 9288 SW 38th Avenue Ocala, FL 34474 E-Mail: dperdue1959@yahoo.com PH: 352-274-6689
If to City:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: notices@ocalafl.org PH: 352-629-8343 FAX: 352-690-2025
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: wsexton@ocalafl.gov PH: 352-401-3972

7. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
9. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

_____
Signature

_____
Printed Name

_____
Title

Item #	Description	UOM	Original Agreement Unit Price	Renewal Term Unit Price
1	1.25" conduit - Trenching	LF	$6.75	$6.95
2	1.25" conduit - Hand dig	LF	$10.00	$10.30
3	1.25" conduit - Plowed	LF	$6.75	$6.95
4	1.25" conduit - Backhoe	LF	$10.00	$10.30
6	1.25" conduit - Missile-Stitch Bore	LF	$6.75	$6.95
7	1.25" conduit - Directional	LF	$10.00	$10.30
8	2" conduit - Trenching	LF	$6.75	$6.95
9	2" conduit - Hand dig	LF	$12.50	$12.88
10	2" conduit - Plowed	LF	$6.75	$6.95
11	2" conduit - Backhoe	LF	$12.50	$12.88
13	2" conduit - Missile-Stitch Bore	LF	$8.25	$8.50
14	2" conduit - Directional	LF	$12.50	$12.88
15	1.25" Stub-up	EA	$30.00	$30.90
16	2" Stub-up	EA	$37.50	$38.63
17	Install U-Guard at Pole	EA	$25.00	$25.75
18	Fiber Pedestal placement (Dog House)	EA	$75.00	$77.25
19	12X20 Flush Vault placement	EA	$45.00	$46.35
20	17X30 Flush Vault placement	EA	$55.00	$56.65
21	24X36 Flush Vault placement	EA	$65.00	$66.95
22	Pulling fiber in conduit	LF	$0.80	$0.82
23	Pulling tracer in conduit	LF	$0.10	$0.10
24	Sod	SF	$2.50	$2.58
25	Asphalt (1" Thick)	SF	$5.50	$5.67
26	Cement (4" Thick)	SF	$2.75	$2.83
27	Labor Cost to Dig up/Search for Conduit	HR	$85.00	$87.55
28	Wall Fish fiber to Point of Service	EA	$160.00	$164.80
29	Miscellaneous installation of equipment (pole or pad mount)	HR	$85.00	$87.55
30	Install service drop up to 125ft direct buried	EA	$65.00	$66.95
31	Install service drop over 125ft direct buried	LF	$0.85	$0.88
32	Pulling additional fibers in conduit simultaneously	LF	$0.40	$0.41
33	Emergency hourly rate. The City may need Contractor's services with less than 8 hours' notice, in the event of an emergency.	HR	$175.00	$180.25

FIRST AMENDMENT TO AGREEMENT TO PROVIDE
CONDUIT INSTALLATION SERVICES – AS NEEDED

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City, and Vendor entered into an Agreement to Provide Conduit Installation Services – As Needed (the "Original Agreement"), City of Ocala Contract No.: OFN/200747, for a term of two years from November 17, 2020 through November 16, 2022; and

WHEREAS, City and Vendor now desire to extend the Original Agreement, as written, for the first of two one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a one-year term beginning **NOVEMBER 17, 2022** and terminating **NOVEMBER 16, 2023.**
4. **RENEWAL TERM COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($750,000)** (the " Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the one-year renewal term in accordance with the Contract Documents.
   A. **Pricing**. Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal.**
   B. **Renewal Pricing Increases.** Any and all future renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B - Price Proposal**.
   C. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services

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completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network,** Attn: **William Weakland,** E-mail: **wweakland@ocalafl.org**.

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 Vendor; (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 Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **NOTICES**. All notices, certifications or communications required by this First Amendment 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 email. All notices shall be addressed to the respective parties as follows:

Doc ID: 5e2215b12a7540f016991e4c6a8ec77216a4b70f

If to Vendor: Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, FL 34474
E-Mail: dperdue1959@yahoo.com
PH: 352-274-6689

If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343 FAX: 352-690-2025

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: wsexton@ocalafl.org
PH: 352-401-3972

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement on 11 / 14 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

William E. Sexton

William E. Sexton, Esq.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

David G. Perdue

Signature

Service and Technology Network Solutions, Inc.

Printed Name

Owner

Title

Doc ID: 5e2215b12a7540f016991e4c6a8ec77216a4b70f

Item #	Description	UOM	Unit Cost
1	1.25" conduit - Trenching	LF	$6.75
2	1.25" conduit - Hand dig	LF	$10.00
3	1.25" conduit - Plowed	LF	$6.75
4	1.25" conduit - Backhoe	LF	$10.00
6	1.25" conduit - Missile-Stitch Bore	LF	$6.75
7	1.25" conduit - Directional	LF	$10.00
8	2" conduit - Trenching	LF	$6.75
9	2" conduit - Hand dig	LF	$12.50
10	2" conduit - Plowed	LF	$6.75
11	2" conduit - Backhoe	LF	$12.50
13	2" conduit - Missile-Stitch Bore	LF	$8.25
14	2" conduit - Directional	LF	$12.50
15	1.25" Stub-up	EA	$30.00
16	2" Stub-up	EA	$37.50
17	Install U-Guard at Pole	EA	$25.00
18	Fiber Pedestal placement (Dog House)	EA	$75.00
19	12X20 Flush Vault placement	EA	$45.00
20	17X30 Flush Vault placement	EA	$55.00
21	24X36 Flush Vault placement	EA	$65.00
22	Pulling fiber in conduit	LF	$0.80
23	Pulling tracer in conduit	LF	$0.10
24	Sod	SF	$2.50
25	Asphalt (1" Thick)	SF	$5.50
26	Cement (4" Thick)	SF	$2.75
27	Labor Cost to Dig up/Search for Conduit	HR	$85.00
28	Wall Fish fiber to Point of Service	EA	$160.00
29	Miscellaneous installation of equipment (pole or pad mount)	HR	$85.00
30	Install service drop up to 125ft direct buried	EA	$65.00
31	Install service drop over 125ft direct buried	LF	$0.85
32	Pulling additional fibers in conduit simultaneously	LF	$0.40
33	Emergency hourly rate. The City may need contractors services with less than 8 hours' notice, in the event of an emergency. Provide the hourly rate for emergency work.	HR	$175.00

Doc ID: 5e2215b12a7540f016991e4c6a8ec77216a4b70f

TITLE	FOR SIGNATURES - First Amendment to Agreement to Provide.....
FILE NAME	REV FOR COUNCIL S...ice and Techn.pdf
DOCUMENT ID	5e2215b12a7540f016991e4c6a8ec77216a4b70f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SENT	**11 / 02 / 2022** 12:39:31 UTC-4	Sent for signature to William E. Sexton (wsexton@ocalafl.org), Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**11 / 07 / 2022** 15:18:58 UTC-5	Viewed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
SIGNED	**11 / 07 / 2022** 15:19:23 UTC-5	Signed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
VIEWED	**11 / 08 / 2022** 09:54:05 UTC-5	Viewed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com) IP: 24.50.25.230

TITLE	FOR SIGNATURES - First Amendment to Agreement to Provide.....
FILE NAME	REV FOR COUNCIL S...ice and Techn.pdf
DOCUMENT ID	5e2215b12a7540f016991e4c6a8ec77216a4b70f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Signed

Document History

SIGNED	**11 / 09 / 2022** 15:47:15 UTC-5	Signed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com) IP: 24.50.25.230
VIEWED	**11 / 14 / 2022** 12:30:13 UTC-5	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**11 / 14 / 2022** 12:33:00 UTC-5	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**11 / 14 / 2022** 12:52:27 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**11 / 14 / 2022** 12:52:43 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**11 / 14 / 2022** 12:52:43 UTC-5	The document has been completed.

AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED

THIS AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-2532775) ("Vendor").

R E C I T A L S :

WHEREAS, on September 30, 2020, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of conduit installation services for the City's Ocala Fiber Network enterprise, ITB No.: OFN/200747 (the "Solicitation"); and

WHEREAS, a total of six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide conduit installation services as needed for Ocala Fiber Network ("Services").

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project as specified in the Scope of Work; and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). 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.

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A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-4)

Exhibit B: Price Proposal (B-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **ONE MILLION, ONE HUNDRED ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS ($1,101,800)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement Term in accordance with the Contract Documents. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

A. **Pricing**. Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal**.

B. **Renewal Pricing Increases.** Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B - Price Proposal**.

C. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network,** Attn: **William Weakland,** E-mail: **wweakland@ocalafl.org**.

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,

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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 Vendor; (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 Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** City and Vendor acknowledge and agree that this Agreement is subject to an initial evaluation period of no less than eight (8) weeks (the "Trial Period"). As such, this Agreement shall become effective and commence on **NOVEMBER 17, 2020** and continue initially for a term of **EIGHT (8) WEEKS**, through and including **JANUARY 12, 2021**. Thereafter, upon City's determination that Vendor has satisfactorily completed the Trial Period, the Agreement shall be extended for the full **TWO (2)** year term, through and including **NOVEMBER 16, 2022**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR (1-YEAR)** periods by written consent between City and Vendor. This Agreement may only be renewed upon written consent between City and Vendor.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Vendor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Vendor be allowed to lag behind.

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B. **All work shall be substantially completed by Vendor in a manner satisfactory to the City Project Manager according to the timeline set forth on the Notice to Proceed. The number of days allotted to complete a work order shall be agreed upon in writing in advance and clearly noted on the Notice to Proceed.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Time for Performance shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services.

7. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Vendor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Vendor fail to achieve Substantial Completion by the date specified, then Vendor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Vendor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Vendor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWENTY-FIVE AND NO/100 DOLLARS ($25)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Vendor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final

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Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Vendor from liability for any damages or costs of other contractors caused by a failure of Vendor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Vendor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Vendor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Vendor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Vendor agrees to pay all costs and expenses incurred by City due to Vendor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Vendor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

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When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

9. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

10. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of

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any one or more of the following events:

(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement;

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement; or

(5) There becomes an unresolved discrepancy regarding quality of work, quantity of work, or funding issues.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

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E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

11. **WARRANTY**. Vendor warrants that all labor, materials, and equipment furnished under this Agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** year from the date of Final Completion. Any and all written manufacturers warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

14. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

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D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.

E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.

C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

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16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor 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. Coverage for contractual liability is also required.

    D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

    A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums.

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No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd FL, 110 SE Watula Ave, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

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22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.

23. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of

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this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

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29. **AUDIT.** Vendor 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.

30. **PUBLICITY.** Vendor 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.

31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Vendor 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. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor'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.

33. **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.

34. **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.

35. **INDEMNITY.** Vendor 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

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term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

36. **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.

37. **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 Vendor:	Service and Technology Network Solutions, Inc. Attention: David Perdue 9288 SW 38th Avenue Ocala, Florida 34474 Phone: 352-274-6689 E-mail: dperdue1959@yahoo.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 E-mail: rbatsel@ocalalaw.com

38. **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

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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.

39. **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.

40. **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.

41. **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.

42. **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.

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43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

45. **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.

46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

49. **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.

50. **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.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 11 / 23 / 2020.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Jay A Musleh

Jay A. Musleh
City Council President

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

David G. Perdue

Signature

Service and Technology Network Solutions

Printed Name

Owner

Title

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Exhibit A- Scope of Work

Contractor will install conduit as needed and requested by the City of Ocala. The conduit will be installed using plow, hand dig, missile or directional bore method with minimum interruption and inconvenience to the public, within and around the work area. Contractor will provide all labor, materials, equipment and supplies necessary to perform this work with the exception OFN has specified below.

City Project Manager and Contact Information for Contractor

All work shall be coordinated through City Project Manager William Weakland, (352) 401-3999, E-Mail: wweakland@ocalafl.org.

Vendor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Ocala Fiber Network ("OFN") Outside Fiber Plant

- Vendor shall install conduit for various fiber installations as requested by the City, by and through, Ocala Fiber Network ("OFN").
- The conduit system shall be installed using plow, hand dig, missile or directional bore method for OFN with minimum interruption and inconvenience to OFN customers, within and around the work area.
- Vendor shall install splice cabinets and associated equipment.
- Vendor shall pull single or multiple cables and tracer wire in the installed conduit.
- Vendor shall direct buried service drops upon request.
- Vendor will provide all labor, conduit materials, equipment and supplies necessary to perform this work excluding fiber and tracer wire, splice boxes, Network Interface Device (NID), 1/2' PVC and pedestals, vaults or any other material if required, which will be provided by OFN.
- All work shall be coordinated with the City Project Manager.

Vendor Responsibilities

- Vendor is responsible for obtaining all utility locates prior to excavating and/or boring any conduits. The City will obtain all applicable permits.
- Vendor will adhere to all FDOT and Marion County right of way regulations. MOT equipment to be supplied by Vendor.

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Exhibit A- Scope of Work

- Vendor shall keep all disturbances of property to a minimum and will return all excavated areas to "pre-excavation" condition after installation of the conduit system. This may require equivalent sod and or fill dirt to be installed. Before and after pictures are required.
- Sludge will not be permitted to be discharged on the ground at any time. Disposal of the sludge is the responsibility of the Vendor and must be disposed of in a proper manner.
- Vendor's vehicles must have the company and OFN logo visible on the outside of each vehicle. OFN logo must be removed during non-working hours. All workers must wear a company shirt or name badge with the company name.
- Vendor's crews working on City jobs must have a local contact number or 800 telephone number.
- Any additional PVC or miscellaneous fittings will be reimbursed at cost by prior approval of Project Manager. Vendor shall submit supplier invoices to City for reimbursement at cost for these items.
- Vendor is required to report any damages immediately to the City Project Manager and must provide pictures of damage before and after repair. Vendor must repair all damages at no additional cost to the City.
- OFN reserves the right to make any necessary repairs and charge the Vendor for unresolved damages within five (5) days of notification.

Project Timeline

- All work must be completed per Notification to Proceed (NTP). The number of days to complete a work order will be agreed upon between the Vendor and OFN. Failure to complete a job in the stated time will result in a default notice being issued.
- For Emergency work, the Vendor must have available staff on site and prepared to begin work within 2 hours of notification (this includes storm related emergencies). If emergency work is not completed or staff is not on site by contract timelines, the contract will be considered in default.
- Vendor must be able to mobilize any projects within ten (10) days of Notification to Proceed (NTP).

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Exhibit A- Scope of Work

OFN Conduit Specifications

- All conduits shall be orange in color, SDR 13.5 wall rating and minimum 1.25 ID. The actual conduit run location, number of conduits per run, depth and the length of each conduit run will be defined by drawings for each job. All conduit routes shown on the drawing must be followed unless written permission from the City Project Manager has been obtained. All conduits must include pull strings.
- Typical conduits must be buried between twenty-four inches (24") and forty-eight inches (48") deep (all FDOT and Marion County regulations apply).
- The Vendor will be responsible for installing a five-foot (5') section of Sch. 40 PVC prior to 90% sweep at each stub up location. (PC fusion by poly water upon request) will be used at transition from HDPE to PVC pipe; sweeps will be a minimum of twenty-four inches (24") radius, and all stub-ups must be 12" above grade. Where conduit stub-up locations fall inside existing pedestal/locations the conduit will only rise three inches (3") above ground.
- The Vendor shall be responsible for installing a supplied Network Interface Device (NID) and 1/2' PVC on the outside wall and fishing supplied fiber to agreed-upon location or point of service (POS).

Working Hours

Scheduling of services will be coordinated with the City's Project Manager.

Changes to Work in Progress

Vendor shall not make changes to work in progress, including designs or quoted projects without the express written permission of the City Project Manager prior to work being performed.

Technical Specifications

- Poles may be located in areas inaccessible by vehicles.
- The Vendor will be responsible for relocating Ocala Fiber Network (OFN) ADSS fiber optic communication lines. This may require pulling in fiber from storage on other structures.
- The Vendor must notify Ocala Fiber Network prior to any customer interruption of internet service that takes place because of Vendor's work.

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Exhibit A- Scope of Work

Code Requirements

The Vendor shall observe ALL the following:

- Occupational Safety and Health Code (latest edition)
- Applicable power and telephone pole attachment agreements
- Applicable city, county and state ordinances
- National Electric Safety Code (latest edition)
- National Electric Code (latest edition)
- Manufacturers specifications
- Call for 811 locates on all underground work performed.
- The employees of the Vendor shall wear suitable work uniforms as defined by OSHA (hard hats, flame retardant shirts, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements, and thoroughly follow

City safety policy (policy is available upon request) as indicated for work conducted near an energized work environment and be as clean and in as good appearance as the job conditions permit.

Licensure Requirement

Must be a State of Florida Electrical or Underground Utility & Excavation Contractor to perform all work outlined in this scope of work

Contract Duration

The term of any resulting Contract will be for an initial eight (8) construction work week trial period. Upon successful completion of this trial period, a Contract with a term of two years, with two (2), one-year renewal options may be entered into (upon mutual written agreement of the City and Contractor). The City reserves the sole right to cancel this project any time after the eight (8) construction work weeks performed by the Contractor. All approved work performed up to date of written cancellation shall be paid to Contractor. The City also reserves the right to cancel this project should there be an unresolved discrepancy regarding quality, quantity of work, or funding issues. In addition, this Contract shall allow the City to request additional crews upon reasonable notice to Contractor.

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Item #	Description	UOM	Unit Cost
1	1.25" conduit - Trenching	LF	$6.75
2	1.25" conduit - Hand dig	LF	$10.00
3	1.25" conduit - Plowed	LF	$6.75
4	1.25" conduit - Backhoe	LF	$10.00
6	1.25" conduit - Missile-Stitch Bore	LF	$6.75
7	1.25" conduit - Directional	LF	$10.00
8	2" conduit - Trenching	LF	$6.75
9	2" conduit - Hand dig	LF	$12.50
10	2" conduit - Plowed	LF	$6.75
11	2" conduit - Backhoe	LF	$12.50
13	2" conduit - Missile-Stitch Bore	LF	$8.25
14	2" conduit - Directional	LF	$12.50
15	1.25" Stub-up	EA	$30.00
16	2" Stub-up	EA	$37.50
17	Install U-Guard at Pole	EA	$25.00
18	Fiber Pedestal placement (Dog House)	EA	$75.00
19	12X20 Flush Vault placement	EA	$45.00
20	17X30 Flush Vault placement	EA	$55.00
21	24X36 Flush Vault placement	EA	$65.00
22	Pulling fiber in conduit	LF	$0.80
23	Pulling tracer in conduit	LF	$0.10
24	Sod	SF	$2.50
25	Asphalt (1" Thick)	SF	$5.50
26	Cement (4" Thick)	SF	$2.75
27	Labor Cost to Dig up/Search for Conduit	HR	$85.00
28	Wall Fish fiber to Point of Service	EA	$160.00
29	Miscellaneous installation of equipment (pole or pad mount)	HR	$85.00
30	Install service drop up to 125ft direct buried	EA	$65.00
31	Install service drop over 125ft direct buried	LF	$0.85
32	Pulling additional fibers in conduit simultaneously	LF	$0.40
33	Emergency hourly rate. The City may need contractors services with less than 8 hours' notice, in the event of an emergency. Provide the hourly rate for emergency work.	HR	$175.00

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TITLE	FOR REVIEW AND EXECUTION - Services Agreement - Conduit...
FILE NAME	FOR COUNCIL - Ser...it Installati.pdf
DOCUMENT ID	93ed0583f35314fd6bbe581e2b3735064484f0a1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**11** / **18** / **2020** 14:55:39 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Service and Technology Network Solutions (dperdue1959@yahoo.com), Jay A. Musleh (jmusleh@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**11** / **19** / **2020** 21:57:37 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**11** / **19** / **2020** 22:03:31 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**11** / **23** / **2020** 10:48:40 UTC-5	Viewed by Service and Technology Network Solutions (dperdue1959@yahoo.com) IP: 67.233.177.90

TITLE	FOR REVIEW AND EXECUTION - Services Agreement - Conduit...
FILE NAME	FOR COUNCIL - Ser...it Installati.pdf
DOCUMENT ID	93ed0583f35314fd6bbe581e2b3735064484f0a1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SIGNED	**11** / **23** / **2020** 10:49:51 UTC-5	Signed by Service and Technology Network Solutions (dperdue1959@yahoo.com) IP: 67.233.177.90
VIEWED	**11** / **23** / **2020** 11:48:02 UTC-5	Viewed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 162.212.251.176
SIGNED	**11** / **23** / **2020** 11:48:19 UTC-5	Signed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 162.212.251.176
VIEWED	**11** / **23** / **2020** 11:51:34 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**11** / **23** / **2020** 11:51:48 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**11** / **23** / **2020** 11:51:48 UTC-5	The document has been completed.

CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 11/17/20

Subject: ITB# OFN/200747 Conduit Installation - Ongoing Services for Ocala Fiber

Submitted By: Mel Poole

Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 15226) two-year contract for the installation of underground fiber conduit from Service and Technology Network Solutions, Inc. in the amount not to exceed $2,800,000

OCALA'S RELEVANT STRATEGIC GOALS: Economic Hub

PROOF OF PUBLICATION: Bid Released to the public: 9/30/2020

BACKGROUND:

Ocala Fiber Network recommends the use of Service and Technology Network Solutions, Inc. for the installation of underground fiber conduit. This work is for the expansion of the fiber infrastructure to meet the increasing customer growth within Ocala and Marion County.

FINDINGS AND CONCLUSIONS:

On September 30, 2020, the Procurement Department issued an Invitation to Bid (ITB) OFN/200747 for ongoing conduit installation. The due date was October 22, 2020. The City received six (6) submittals, of which Service and Technology Network Solutions, Inc. from Ocala, FL was the lowest responsive and responsible bidder.

Vendor	Location	Total Award
Service and Technology Network Solutions, Inc.	Ocala, FL	$1,101,800.00
Bellmore Enterprises, Inc.	Redington Beach, FL	$1,334,250.00
GUCI, LLC	Melborne, FL	$1,367,400.00
Structured Cabling Solutions, Inc.	Orlando, FL	$1,626,660.00
Infratech Corporation	Kennesaw, GA	$2,451,037.00
Precision Contracting Services, Inc.	Jupiter, FL	$3,525,125.00

*Bid determined on sample quantities.

FISCAL IMPACT:

The expenditure associated with Service and Technology Network Solutions, Inc. will be paid from:
FY21 $360,000 490-031-291-539-64-63020 Improvements O/T Buildings - Adding to Customer Base ($5,000+)
FY21 $340,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)
FY22 $360,000 490-031-291-539-64-63020 Improvements O/T Buildings - Adding to Customer Base ($5,000+)
FY22 $340,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)
FY23 $360,000 490-031-291-539-64-63020 Improvements O/T Buildings - Adding to Customer Base ($5,000+)
FY23 $340,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)
FY24 $360,000 490-031-291-539-64-63020 Improvements O/T Buildings - Adding to Customer Base ($5,000+)
FY24 $340,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)

PROCUREMENT REVIEW:

This contract has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:

The agreement has been reviewed and approved for form and legality by the City Attorney, Robert W.

Batsel, Jr.

ALTERNATIVE:
Approve, table or deny.

SUPPORT MATERIALS:
CONTRACT - Service and Technology Network Solutions, Inc. (PDF)
BID TABULATION (PDF)

AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED

THIS AGREEMENT TO PROVIDE CONDUIT INSTALLATION SERVICES – AS NEEDED ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 59-3542194) ("Vendor").

R E C I T A L S :

WHEREAS, on September 30, 2020, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of Alcatel-Lucent network equipment and software maintenance, ITB No.: OFN/200747 (the "Solicitation"); and

WHEREAS, a total of six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide conduit installation services as needed for Ocala Fiber Network ("Services").

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project as specified in the Scope of Work; and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). 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.

A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-4)

Exhibit B: Price Proposal (B-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **ONE MILLION, ONE HUNDRED ONE THOUSAND, EIGHT HUNDRED AND NO/100 DOLLARS ($1,101,800)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement Term in accordance with the Contract Documents. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

A. **Pricing**. Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal**.

B. **Renewal Pricing Increases.** Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B - Price Proposal**.

C. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network,** Attn: **William Weakland,** E-mail: **wweakland@ocalafl.org**.

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 Vendor; (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 Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **NOVEMBER 17, 2020** and continue for a term of **TWO (2)** years, through and including **NOVEMBER 16, 2022**. This Agreement may only be renewed upon written consent between City and Vendor. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR (1-YEAR)** periods by written consent between City and Vendor.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Vendor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Vendor be allowed to lag behind.

B. **All work shall be substantially completed by Vendor in a manner satisfactory to the City Project Manager according to the timeline set forth on the Notice to Proceed. The number of days allotted to complete a work order shall be agreed upon in writing in advance and clearly noted on the Notice to Proceed.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data. All requests for adjustments in the Time for Performance shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services.

7. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Vendor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Vendor fail to achieve Substantial Completion by the date specified, then Vendor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Vendor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Vendor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWENTY-FIVE AND NO/100 DOLLARS ($25)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

A. **No Waiver of Rights or Liabilities**. Permitting Vendor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Vendor from liability for any damages or costs of other contractors caused by a failure of Vendor to complete the work as agreed.

B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Vendor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Vendor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Vendor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Vendor agrees to pay all costs and expenses incurred by City due to Vendor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

A. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Vendor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time

only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

9. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

10. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

       (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

       (2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in

connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

11. **WARRANTY**. Vendor warrants that all labor, materials, and equipment furnished under this Agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** year from the date of Final Completion. Any and all written manufacturers warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

14. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:

    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
    E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation

of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars

($1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.

18. **GENERAL LIABILITY INSURANCE.** Vendor 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. Coverage for contractual liability is also required.

    D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

    A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd FL, 110 SE Watula Ave, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with

Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.

23. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Vendor 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.

30. **PUBLICITY.** Vendor 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.

31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Vendor 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. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor'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.

33. **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.

34. **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.

35. **INDEMNITY.** Vendor 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 Vendor, its agents, and employees.

36. **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.

37. **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 Vendor:	Service and Technology Network Solutions, Inc. Attention: David Perdue 9288 SW 38th Avenue Ocala, Florida 34474 Phone: 352-274-6689 E-mail: dperdue1959@yahoo.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 E-mail: rbatsel@ocalalaw.com

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

45. **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.

46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

49. **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.

50. **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:

_____

Angel B. Jacobs
City Clerk

CITY OF OCALA

_____

Jay A. Musleh
City Council President

Approved as to form and legality:

_____

Robert W. Batsel, Jr.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

_____
Signature

_____
Printed Name

_____
Title

Exhibit A- Scope of Work

Contractor will install conduit as needed and requested by the City of Ocala. The conduit will be installed using plow, hand dig, missile or directional bore method with minimum interruption and inconvenience to the public, within and around the work area. Contractor will provide all labor, materials, equipment and supplies necessary to perform this work with the exception OFN has specified below.

City Project Manager and Contact Information for Contractor

All work shall be coordinated through City Project Manager William Weakland, (352) 401-3999, E-Mail: wweakland@ocalafl.org.

Vendor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Ocala Fiber Network ("OFN") Outside Fiber Plant

- Vendor shall install conduit for various fiber installations as requested by the City, by and through, Ocala Fiber Network ("OFN").
- The conduit system shall be installed using plow, hand dig, missile or directional bore method for OFN with minimum interruption and inconvenience to OFN customers, within and around the work area.
- Vendor shall install splice cabinets and associated equipment.
- Vendor shall pull single or multiple cables and tracer wire in the installed conduit.
- Vendor shall direct buried service drops upon request.
- Vendor will provide all labor, conduit materials, equipment and supplies necessary to perform this work excluding fiber and tracer wire, splice boxes, Network Interface Device (NID), 1/2' PVC and pedestals, vaults or any other material if required, which will be provided by OFN.
- All work shall be coordinated with the City Project Manager.

Vendor Responsibilities

- Vendor is responsible for obtaining all utility locates prior to excavating and/or boring any conduits. The City will obtain all applicable permits.
- Vendor will adhere to all FDOT and Marion County right of way regulations. MOT equipment to be supplied by Vendor.

- Vendor shall keep all disturbances of property to a minimum and will return all excavated areas to "pre-excavation" condition after installation of the conduit system. This may require equivalent sod and or fill dirt to be installed. Before and after pictures are required.
- Sludge will not be permitted to be discharged on the ground at any time. Disposal of the sludge is the responsibility of the Vendor and must be disposed of in a proper manner.
- Vendor's vehicles must have the company and OFN logo visible on the outside of each vehicle. OFN logo must be removed during non-working hours. All workers must wear a company shirt or name badge with the company name.
- Vendor's crews working on City jobs must have a local contact number or 800 telephone number.
- Any additional PVC or miscellaneous fittings will be reimbursed at cost by prior approval of Project Manager. Vendor shall submit supplier invoices to City for reimbursement at cost for these items.
- Vendor is required to report any damages immediately to the City Project Manager and must provide pictures of damage before and after repair. Vendor must repair all damages at no additional cost to the City.
- OFN reserves the right to make any necessary repairs and charge the Vendor for unresolved damages within five (5) days of notification.

Project Timeline

- All work must be completed per Notification to Proceed (NTP). The number of days to complete a work order will be agreed upon between the Vendor and OFN. Failure to complete a job in the stated time will result in a default notice being issued.
- For Emergency work, the Vendor must have available staff on site and prepared to begin work within 2 hours of notification (this includes storm related emergencies). If emergency work is not completed or staff is not on site by contract timelines, the contract will be considered in default.
- Vendor must be able to mobilize any projects within ten (10) days of Notification to Proceed (NTP).

Exhibit A- Scope of Work

OFN Conduit Specifications

- All conduits shall be orange in color, SDR 13.5 wall rating and minimum 1.25 ID. The actual conduit run location, number of conduits per run, depth and the length of each conduit run will be defined by drawings for each job. All conduit routes shown on the drawing must be followed unless written permission from the City Project Manager has been obtained. All conduits must include pull strings.
- Typical conduits must be buried between twenty-four inches (24") and forty-eight inches (48") deep (all FDOT and Marion County regulations apply).
- The Vendor will be responsible for installing a five-foot (5') section of Sch. 40 PVC prior to 90% sweep at each stub up location. (PC fusion by poly water upon request) will be used at transition from HDPE to PVC pipe; sweeps will be a minimum of twenty-four inches (24") radius, and all stub-ups must be 12" above grade. Where conduit stub-up locations fall inside existing pedestal/locations the conduit will only rise three inches (3") above ground.
- The Vendor shall be responsible for installing a supplied Network Interface Device (NID) and 1/2' PVC on the outside wall and fishing supplied fiber to agreed-upon location or point of service (POS).

Working Hours

Scheduling of services will be coordinated with the City's Project Manager.

Changes to Work in Progress

Vendor shall not make changes to work in progress, including designs or quoted projects without the express written permission of the City Project Manager prior to work being performed.

Technical Specifications

- Poles may be located in areas inaccessible by vehicles.
- The Vendor will be responsible for relocating Ocala Fiber Network (OFN) ADSS fiber optic communication lines. This may require pulling in fiber from storage on other structures.
- The Vendor must notify Ocala Fiber Network prior to any customer interruption of internet service that takes place because of Vendor's work.

Code Requirements

The Vendor shall observe ALL the following:

- Occupational Safety and Health Code (latest edition)
- Applicable power and telephone pole attachment agreements
- Applicable city, county and state ordinances
- National Electric Safety Code (latest edition)
- National Electric Code (latest edition)
- Manufacturers specifications
- Call for 811 locates on all underground work performed.
- The employees of the Vendor shall wear suitable work uniforms as defined by OSHA (hard hats, flame retardant shirts, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements, and thoroughly follow

City safety policy (policy is available upon request) as indicated for work conducted near an energized work environment and be as clean and in as good appearance as the job conditions permit.

Licensure Requirement

Must be a State of Florida Electrical or Underground Utility & Excavation Contractor to perform all work outlined in this scope of work

Item #	Description	UOM	Unit Cost
1	1.25" conduit - Trenching	LF	$6.75
2	1.25" conduit - Hand dig	LF	$10.00
3	1.25" conduit - Plowed	LF	$6.75
4	1.25" conduit - Backhoe	LF	$10.00
6	1.25" conduit - Missile-Stitch Bore	LF	$6.75
7	1.25" conduit - Directional	LF	$10.00
8	2" conduit - Trenching	LF	$6.75
9	2" conduit - Hand dig	LF	$12.50
10	2" conduit - Plowed	LF	$6.75
11	2" conduit - Backhoe	LF	$12.50
13	2" conduit - Missile-Stitch Bore	LF	$8.25
14	2" conduit - Directional	LF	$12.50
15	1.25" Stub-up	EA	$30.00
16	2" Stub-up	EA	$37.50
17	Install U-Guard at Pole	EA	$25.00
18	Fiber Pedestal placement (Dog House)	EA	$75.00
19	12X20 Flush Vault placement	EA	$45.00
20	17X30 Flush Vault placement	EA	$55.00
21	24X36 Flush Vault placement	EA	$65.00
22	Pulling fiber in conduit	LF	$0.80
23	Pulling tracer in conduit	LF	$0.10
24	Sod	SF	$2.50
25	Asphalt (1" Thick)	SF	$5.50
26	Cement (4" Thick)	SF	$2.75
27	Labor Cost to Dig up/Search for Conduit	HR	$85.00
28	Wall Fish fiber to Point of Service	EA	$160.00
29	Miscellaneous installation of equipment (pole or pad mount)	HR	$85.00
30	Install service drop up to 125ft direct buried	EA	$65.00
31	Install service drop over 125ft direct buried	LF	$0.85
32	Pulling additional fibers in conduit simultaneously	LF	$0.40
33	Emergency hourly rate. The City may need contractors services with less than 8 hours' notice, in the event of an emergency. Provide the hourly rate for emergency work.	HR	$175.00

BID TABULATION

Bid Name: Installation of Conduit System- Ongoing Services

ProRFx ID:ITB09302000000121

Solicitation No: ITB# OFN/200747

ProRFX Type: ITB: Services

Buyers Name: Shayatta Roberts
Buyer Email: sjroberts@ocalafl.org
Buyer Phone: 352-629-8384

Notifications Sent: 194
Watching: 6
Bids: 6

10/22/20 Notice of Intent to Award to Service and Technology Netorwk Solutions Inc. pending City Council approval.

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC. Ocala, FL	**$1,101,800.00**
Precision Contracting Services, Inc. Jupiter, FL	$3,525,125.00
Bellmore Enterprises, Inc Redington Beach, FL	$1,334,250.00
Infratech Corporation Kennesaw, GA	$2,451,037.00
GUCI, LLC Melbourne, FL	$1,367,400.00
Structured Cabling Solutions Inc Orlando, FL	$1,626,660.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
1	1.25" conduit - Trenching	5000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	5000	LF	$6.75	$33,750.00
	Precision Contracting Services, Inc.	5000	LF	$8.50	$42,500.00
	Bellmore Enterprises, Inc	5000	LF	$8.00	$40,000.00
	Infratech Corporation	5000	LF	$4.19	$20,950.00
	GUCI, LLC	5000	LF	$4.55	$22,750.00
	Structured Cabling Solutions Inc	5000	LF	$3.80	$19,000.00
2	1.25" conduit - Hand dig	500	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	LF	$10.00	$5,000.00
	Precision Contracting Services, Inc.	500	LF	$8.00	$4,000.00
	Bellmore Enterprises, Inc	500	LF	$9.00	$4,500.00
	Infratech Corporation	500	LF	$18.30	$9,150.00
	GUCI, LLC	500	LF	$10.00	$5,000.00
	Structured Cabling Solutions Inc	500	LF	$5.00	$2,500.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
3	1.25" conduit - Plowed	25000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	25000	LF	$6.75	$168,750.00
	Precision Contracting Services, Inc.	25000	LF	$7.75	$193,750.00
	Bellmore Enterprises, Inc	25000	LF	$8.00	$200,000.00
	Infratech Corporation	25000	LF	$4.19	$104,750.00
	GUCI, LLC	25000	LF	$4.55	$113,750.00
	Structured Cabling Solutions Inc	25000	LF	$3.75	$93,750.00
4	1.25" conduit - Backhoe	5000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	5000	LF	$10.00	$50,000.00
	Precision Contracting Services, Inc.	5000	LF	$12.65	$63,250.00
	Bellmore Enterprises, Inc	5000	LF	$8.00	$40,000.00
	Infratech Corporation	5000	LF	$4.93	$24,650.00
	GUCI, LLC	5000	LF	$10.00	$50,000.00
	Structured Cabling Solutions Inc	5000	LF	$4.50	$22,500.00
5	1.25" conduit - Missile-Stitch Bore	20000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	20000	LF	$6.75	$135,000.00
	Precision Contracting Services, Inc.	20000	LF	$9.25	$185,000.00
	Bellmore Enterprises, Inc	20000	LF	$8.00	$160,000.00
	Infratech Corporation	20000	LF	$7.90	$158,000.00
	GUCI, LLC	20000	LF	$6.50	$130,000.00
	Structured Cabling Solutions Inc	20000	LF	$6.75	$135,000.00
6	1.25" conduit - Directional	10000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	10000	LF	$10.00	$100,000.00
	Precision Contracting Services, Inc.	10000	LF	$12.50	$125,000.00
	Bellmore Enterprises, Inc	10000	LF	$16.00	$160,000.00
	Infratech Corporation	10000	LF	$12.36	$123,600.00
	GUCI, LLC	10000	LF	$10.00	$100,000.00
	Structured Cabling Solutions Inc	10000	LF	$8.96	$89,600.00
7	2" conduit - Trenching	1000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	1000	LF	$6.75	$6,750.00
	Precision Contracting Services, Inc.	1000	LF	$9.25	$9,250.00
	Bellmore Enterprises, Inc	1000	LF	$8.00	$8,000.00
	Infratech Corporation	1000	LF	$4.88	$4,880.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
	GUCI, LLC	1000	LF	$4.65	$4,650.00
	Structured Cabling Solutions Inc	1000	LF	$3.80	$3,800.00
8	2" conduit - Hand dig	500	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	LF	$12.50	$6,250.00
	Precision Contracting Services, Inc.	500	LF	$8.50	$4,250.00
	Bellmore Enterprises, Inc	500	LF	$9.00	$4,500.00
	Infratech Corporation	500	LF	$19.40	$9,700.00
	GUCI, LLC	500	LF	$10.00	$5,000.00
	Structured Cabling Solutions Inc	500	LF	$5.00	$2,500.00
9	2" conduit - Plowed	5000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	5000	LF	$6.75	$33,750.00
	Precision Contracting Services, Inc.	5000	LF	$8.50	$42,500.00
	Bellmore Enterprises, Inc	5000	LF	$8.00	$40,000.00
	Infratech Corporation	5000	LF	$4.88	$24,400.00
	GUCI, LLC	5000	LF	$4.65	$23,250.00
	Structured Cabling Solutions Inc	5000	LF	$3.75	$18,750.00
10	2" conduit - Backhoe	500	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	LF	$12.50	$6,250.00
	Precision Contracting Services, Inc.	500	LF	$13.75	$6,875.00
	Bellmore Enterprises, Inc	500	LF	$8.00	$4,000.00
	Infratech Corporation	500	LF	$5.78	$2,890.00
	GUCI, LLC	500	LF	$10.00	$5,000.00
	Structured Cabling Solutions Inc	500	LF	$4.50	$2,250.00
11	2" conduit - Missile-Stitch Bore	1000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	1000	LF	$8.25	$8,250.00
	Precision Contracting Services, Inc.	1000	LF	$10.00	$10,000.00
	Bellmore Enterprises, Inc	1000	LF	$8.00	$8,000.00
	Infratech Corporation	1000	LF	$8.94	$8,940.00
	GUCI, LLC	1000	LF	$7.00	$7,000.00
	Structured Cabling Solutions Inc	1000	LF	$6.75	$6,750.00
12	2" conduit - Directional	500	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	LF	$12.50	$6,250.00
	Precision Contracting Services, Inc.	500	LF	$14.00	$7,000.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
	Bellmore Enterprises, Inc	500	LF	$16.00	$8,000.00
	Infratech Corporation	500	LF	$13.21	$6,605.00
	GUCI, LLC	500	LF	$10.00	$5,000.00
	Structured Cabling Solutions Inc	500	LF	$8.96	$4,480.00
13	1.25" Stub-up	100	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	100	EA	$30.00	$3,000.00
	Precision Contracting Services, Inc.	100	EA	$85.00	$8,500.00
	Bellmore Enterprises, Inc	100	EA	$10.00	$1,000.00
	Infratech Corporation	100	EA	$45.34	$4,534.00
	GUCI, LLC	100	EA	$40.00	$4,000.00
	Structured Cabling Solutions Inc	100	EA	$64.00	$6,400.00
14	2" Stub-up	100	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	100	EA	$37.50	$3,750.00
	Precision Contracting Services, Inc.	100	EA	$95.00	$9,500.00
	Bellmore Enterprises, Inc	100	EA	$10.00	$1,000.00
	Infratech Corporation	100	EA	$57.54	$5,754.00
	GUCI, LLC	100	EA	$50.00	$5,000.00
	Structured Cabling Solutions Inc	100	EA	$64.00	$6,400.00
15	Install U-Guard at Pole	500	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	EA	$25.00	$12,500.00
	Precision Contracting Services, Inc.	500	EA	$95.00	$47,500.00
	Bellmore Enterprises, Inc	500	EA	$125.00	$62,500.00
	Infratech Corporation	500	EA	$99.06	$49,530.00
	GUCI, LLC	500	EA	$45.00	$22,500.00
	Structured Cabling Solutions Inc	500	EA	$51.20	$25,600.00
16	Fiber Pedestal placement (Dog House)	750	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	750	EA	$75.00	$56,250.00
	Precision Contracting Services, Inc.	750	EA	$150.00	$112,500.00
	Bellmore Enterprises, Inc	750	EA	$75.00	$56,250.00
	Infratech Corporation	750	EA	$148.58	$111,435.00
	GUCI, LLC	750	EA	$75.00	$56,250.00
	Structured Cabling Solutions Inc	750	EA	$192.00	$144,000.00
17	12X20 Flush Vault placement	1500	EA		

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	1500	EA	$45.00	$67,500.00
	Precision Contracting Services, Inc.	1500	EA	$565.00	$847,500.00
	Bellmore Enterprises, Inc	1500	EA	$50.00	$75,000.00
	Infratech Corporation	1500	EA	$101.30	$151,950.00
	GUCI, LLC	1500	EA	$150.00	$225,000.00
	Structured Cabling Solutions Inc	1500	EA	$256.00	$384,000.00
18	17X30 Flush Vault placement	500	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	EA	$55.00	$27,500.00
	Precision Contracting Services, Inc.	500	EA	$695.00	$347,500.00
	Bellmore Enterprises, Inc	500	EA	$100.00	$50,000.00
	Infratech Corporation	500	EA	$111.43	$55,715.00
	GUCI, LLC	500	EA	$200.00	$100,000.00
	Structured Cabling Solutions Inc	500	EA	$268.80	$134,400.00
19	24X36 Flush Vault placement	100	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	100	EA	$65.00	$6,500.00
	Precision Contracting Services, Inc.	100	EA	$925.00	$92,500.00
	Bellmore Enterprises, Inc	100	EA	$150.00	$15,000.00
	Infratech Corporation	100	EA	$123.82	$12,382.00
	GUCI, LLC	100	EA	$250.00	$25,000.00
	Structured Cabling Solutions Inc	100	EA	$294.40	$29,440.00
20	Pulling fiber in conduit	100000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	100000	LF	$0.80	$80,000.00
	Precision Contracting Services, Inc.	100000	LF	$1.00	$100,000.00
	Bellmore Enterprises, Inc	100000	LF	$0.75	$75,000.00
	Infratech Corporation	100000	LF	$1.49	$149,000.00
	GUCI, LLC	100000	LF	$0.83	$83,000.00
	Structured Cabling Solutions Inc	100000	LF	$0.40	$40,000.00
21	Pulling tracer in conduit	50000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	50000	LF	$0.10	$5,000.00
	Precision Contracting Services, Inc.	50000	LF	$0.35	$17,500.00
	Bellmore Enterprises, Inc	50000	LF	$0.50	$25,000.00
	Infratech Corporation	50000	LF	$0.56	$28,000.00
	GUCI, LLC	50000	LF	$0.07	$3,500.00
	Structured Cabling Solutions Inc	50000	LF	$0.01	$500.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
22	Sod	500	SF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	SF	$2.50	$1,250.00
	Precision Contracting Services, Inc.	500	SF	$4.50	$2,250.00
	Bellmore Enterprises, Inc	500	SF	$1.00	$500.00
	Infratech Corporation	500	SF	$4.26	$2,130.00
	GUCI, LLC	500	SF	$4.00	$2,000.00
	Structured Cabling Solutions Inc	500	SF	$5.12	$2,560.00
23	Asphalt (1" Thick)	500	SF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	SF	$5.50	$2,750.00
	Precision Contracting Services, Inc.	500	SF	$20.00	$10,000.00
	Bellmore Enterprises, Inc	500	SF	$10.00	$5,000.00
	Infratech Corporation	500	SF	$11.15	$5,575.00
	GUCI, LLC	500	SF	$18.00	$9,000.00
	Structured Cabling Solutions Inc	500	SF	$8.96	$4,480.00
24	Cement (4" Thick)	500	SF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	SF	$2.75	$1,375.00
	Precision Contracting Services, Inc.	500	SF	$28.00	$14,000.00
	Bellmore Enterprises, Inc	500	SF	$10.00	$5,000.00
	Infratech Corporation	500	SF	$29.72	$14,860.00
	GUCI, LLC	500	SF	$20.00	$10,000.00
	Structured Cabling Solutions Inc	500	SF	$10.24	$5,120.00
25	Labor Cost to Dig up/Search for Conduit	1000	HR		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	1000	HR	$85.00	$85,000.00
	Precision Contracting Services, Inc.	1000	HR	$285.00	$285,000.00
	Bellmore Enterprises, Inc	1000	HR	$75.00	$75,000.00
	Infratech Corporation	1000	HR	$278.58	$278,580.00
	GUCI, LLC	1000	HR	$150.00	$150,000.00
	Structured Cabling Solutions Inc	1000	HR	$153.60	$153,600.00
26	Wall Fish fiber to Point of Service	800	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	800	EA	$160.00	$128,000.00
	Precision Contracting Services, Inc.	800	EA	$275.00	$220,000.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
	Bellmore Enterprises, Inc	800	EA	$20.00	$16,000.00
	Infratech Corporation	800	EA	$111.43	$89,144.00
	GUCI, LLC	800	EA	$150.00	$120,000.00
	Structured Cabling Solutions Inc	800	EA	$153.60	$122,880.00
27	Miscellaneous installation of equipment (pole or pad mount)	100	HR		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	100	HR	$85.00	$8,500.00
	Precision Contracting Services, Inc.	100	HR	$250.00	$25,000.00
	Bellmore Enterprises, Inc	100	HR	$100.00	$10,000.00
	Infratech Corporation	100	HR	$278.58	$27,858.00
	GUCI, LLC	100	HR	$100.00	$10,000.00
	Structured Cabling Solutions Inc	100	HR	$192.00	$19,200.00
28	Install service drop up to 125ft direct buried	500	EA		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	EA	$65.00	$32,500.00
	Precision Contracting Services, Inc.	500	EA	$1,275.00	$637,500.00
	Bellmore Enterprises, Inc	500	EA	$125.00	$62,500.00
	Infratech Corporation	500	EA	$742.86	$371,430.00
	GUCI, LLC	500	EA	$100.00	$50,000.00
	Structured Cabling Solutions Inc	500	EA	$121.60	$60,800.00
29	Install service drop over 125ft direct buried	500	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	500	LF	$0.85	$425.00
	Precision Contracting Services, Inc.	500	LF	$15.00	$7,500.00
	Bellmore Enterprises, Inc	500	LF	$170.00	$85,000.00
	Infratech Corporation	500	LF	$1,114.29	$557,145.00
	GUCI, LLC	500	LF	$1.50	$750.00
	Structured Cabling Solutions Inc	500	LF	$140.80	$70,400.00
30	Pulling additional fibers in conduit simultaneously	50000	LF		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	50000	LF	$0.40	$20,000.00
	Precision Contracting Services, Inc.	50000	LF	$0.95	$47,500.00
	Bellmore Enterprises, Inc	50000	LF	$0.75	$37,500.00
	Infratech Corporation	50000	LF	$0.75	$37,500.00
	GUCI, LLC	50000	LF	$0.40	$20,000.00
	Structured Cabling Solutions Inc	50000	LF	$0.32	$16,000.00

Line Item Number	Description	Quantity	Unit of Measurement	Unit Price	Amount
OPTIONAL LINE ITEM					
31	**Emergency hourly rate. The City may need contractors services with less than 8 hours' notice, in the event of an emergency. Provide the hourly rate for emergency work.**	1	HR		
	SERVICE AND TECHNOLOGY NETWORK SOLUTIONS INC.	1	HR	$175.00	
	Precision Contracting Services, Inc.	1	HR	$375.00	
	Bellmore Enterprises, Inc	1	HR	$150.00	
	Infratech Corporation	1	HR	$110.00	
	GUCI, LLC	1	HR	$185.00	
	Structured Cabling Solutions Inc	1	HR	$300.00	

August 26, 2022

Service and Technology Network Solutions, LLC
9288 SW 38th Avenue,
Ocala, FL 34476

Dear Service & Technology Network Solutions Inc:

As you are aware, the Agreement to Provide Conduit Installation Services between City of Ocala Fiber Network (OFN) and Service and Technology Network Solutions Inc. Contract #200747 has been in effect since November 17, 2020.

The contract is expiring on November 16, 2022, and OFN would like to renew for the additional one (1) year term that is available under the original contract.

Please reply to confirm the renewal. We will prepare the formal contract renewal if you agree.

Thank you.

Sincerely,

Kenneth Jamerson
Deputy Director, Ocala Fiber Network

From:	Brenda Manteca
To:	Lourdes Ramos
Cc:	Dave Perdue; Reed Nelson; Mel Poole; Kenneth Jamerson; William P. Weakland; Lorinda Tritt; Jasmine Taylor
Subject:	Re: S & T NETWORK SOLUTIONS CONTRACT #200747
Date:	Monday, August 29, 2022 3:00:06 PM
Attachments:	image001.jpg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is approved, thank you.

Brenda Manteca
S&T Network Solutions Inc
352-274-3624

On Fri, Aug 26, 2022 at 11:44 AM Lourdes Ramos <LRamos@ocalafl.org> wrote:

> Good morning all,
>
> Please review the attached renewal letter as soon as possible and respond via this email with your approval.
>
> Thanks!
>
> **Sincerely,**
>
> **Lourdes Ramos**
>
> **Telecommunications**
>
> **(352) 401-6900**

From: Kenneth Jamerson
To: Lourdes Ramos; Mel Poole
Subject: Fwd: Renewal of OFN Contracts 200747 & 200700
Date: Tuesday, October 17, 2023 11:42:05 AM
Attachments: Outlook-fy2kjx1f.jpg

Dave accepts the terms the renewal.

Get Outlook for iOS

From: David Perdue <dperdue1959@yahoo.com>
Sent: Tuesday, October 17, 2023 11:38:04 AM
To: Kenneth Jamerson <KJamerson@ocalafl.gov>
Subject: Re: Renewal of OFN Contracts 200747 & 200700

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I accept the terms of renewal. Thank you.

Sent from Yahoo Mail on Android

On Tue, Oct 17, 2023 at 11:29 AM, Kenneth Jamerson <KJamerson@ocalafl.gov> wrote:

> Good morning Dave,
>
> Per our phone conversation, we agree to a price increase of three percent (3%) per the terms of contracts #200700 and #200747. Please reply to this email that you accept the terms of renewal. Thanks.
>
> ---
>
> **From:** Kenneth Jamerson <KJamerson@ocalafl.gov>
> **Sent:** Monday, October 16, 2023 1:43 PM
> **To:** Dave Perdue <dperdue1959@yahoo.com>
> **Cc:** haylee.stnetwork@gmail.com <haylee.stnetwork@gmail.com>
> **Subject:** Renewal of OFN Contracts 200747 & 200700
>
> Good afternoon S&T,
>
> Please review the attached letter regarding the renewal of contracts #200700 & #200747. Please reply to this email with your approval. Thanks.
>
> **Kenneth Jamerson**
> Deputy Director at Ocala Fiber



Network

Phone: 352-401-6923
Email: kjamerson@ocalafl.org

3001 NE 21st St
Ocala, FL 34470

www.cityofocalafiber.com

File #: 2024-0123 Agenda Item #: 8m.

Submitted By: Lourdes Ramos

Presentation By: Mel Poole

Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready):
Approve one-year renewal agreement with Service and Technology Network Solutions, Inc. for the provision of aerial fiber installation services in the amount of $175,000

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
Click or tap here to enter text.

BACKGROUND:
On November 17, 2020, City Council approved a two-year contract with Service and Technology Network Solutions, Inc. ("S&T"), Contract No. OFN/200700 ("the Original Agreement"), for the provision of aerial fiber installation services on an as needed basis, with an aggregate expenditure amount of $300,000. The initial term of the Original Agreement was effective through November 16, 2022, and provided two (2) optional one-year renewal terms.

On August 24, 2021, the City and S&T entered into a First Amendment to the Original Agreement to incorporate corrected exhibits. On June 21, 2022, City Council approved the Second Amendment to the Original Agreement to increase the aggregate expenditure threshold to $450,000 due to increased aerial construction and labor costs. On November 17, 2022, City Council approved the first one-year renewal with S&T in the amount of $200,000.

FINDINGS AND CONCLUSIONS:
Ocala Fiber Network ("OFN") now seeks approval of the second one-year renewal with S&T for $175,000. The provision of these services is critical to OFN's ongoing installation of fiber cables and potential storm damage restoration.

OFN recommends approval of the contract amendment with S&T to support customer growth and network reliability.

FISCAL IMPACT:
The funding for the contract is available in the following account strings:

FY 24 490-031-292-539-64-63020 Improvement O/T Buildings-Road Projects $160,400

FY 25 490-031-292-539-64-63020 Improvement O/T Buildings-Road Projects $14,600

PROCUREMENT REVIEW:
These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This renewal amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

FOURTH AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING

THIS FOURTH AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services - Ongoing (the "Original Agreement"), City of Ocala Contract No.: OFN/200700, for a term of two years from November 17, 2020 through November 16, 2022; and

WHEREAS, on August 24, 2021, City, and Vendor entered into a First Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "First Amendment") to attach and incorporate the proper Exhibit A and Exhibit B to the Original Agreement; and

WHEREAS, on June 28, 2022, City, and Vendor entered into a Second Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "Second Amendment") to increase the compensation of the Original Agreement to support expansion, customer growth and network reliability; and

WHEREAS, on November 8, 2022, City, and Vendor entered into a Third Amendment to Agreement to Provide Aerial Fiber Installation Services – Ongoing (the "Third Amendment") extending the term of the Original Agreement for a one-year period, from November 17, 2022 to November 16, 2023; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as amended, for the final available one-year renewal period and to revise the unit pricing in Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fourth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for a one-year term beginning **NOVEMBER 17, 2023** and terminating **NOVEMBER 16, 2024.**
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal.**
5. **COMPENSATION**. City shall pay Vendor a maximum limiting amount not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($175,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the one-year renewal term in accordance with the Contract Documents.

6. **NOTICES**. All notices, certifications or communications required by this Fourth Amendment 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Service and Technology Network Solutions, Inc. Attention: David Perdue 9288 SW 38th Avenue Ocala, FL 34474 E-Mail: dperdue1959@yahoo.com PH: 352-274-6689
If to City:	Daphne Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 PH: 352-629-8343 E-Mail: notices@ocalafl.gov
with copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, FL 34471 E-Mail: wsexton@ocalafl.gov PH: 352-401-3972

7. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

8. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment 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 Fourth Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

_____
Signature

_____
Printed Name

_____
Title

Item	Description	UOM	Original Agreement Unit Price	Renewal Price
1	Install ADSS fiber cable from 4 to 12 count flat	LF	$0.95	$0.98
2	Install ADSS fiber cable 24 count (no link extensions)	LF	$0.95	$0.98
3	Install ADSS fiber cable from 48 to 288 count	LF	$1.30	$1.34
4	Install ADSS fiber cable service drop	EA	$125.00	$128.75
5	Install U-guards per pole	EA	$65.00	$66.95
6	Wreck out aerial cable	LF	$0.70	$0.72
7	Install down guy	EA	$75.00	$77.25
8	Install strand and lash fiber cable	LF	$1.10	$1.13
9	Miscellaneous hourly labor	HR	$85.00	$87.55
10	Install vault or pedestal	EA	$75.00	$77.25
11	Install 6" dia X 67" guy anchor (labor only)	HEA	$45.00	$46.35

THIRD AMENDMENT TO AGREEMENT TO PROVIDE

AERIAL FIBER INSTALLATION SERVICES - ONGOING

THIS THIRD AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("Third Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City, and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services - Ongoing (the "Original Agreement"), City of Ocala Contract No.: OFN/200700, for a term of two years from November 17, 2020 through November 16, 2022; and

WHEREAS, on August 24, 2021, City, and Vendor entered into a First Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "First Amendment") to attach and incorporate the proper Exhibit A and Exhibit B to the Original Agreement; and

WHEREAS, on June 28, 2022, City, and Vendor entered into a Second Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "Second Amendment") to increase the compensation of the original agreement to support expansion, customer growth and network reliability; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as written, for the first of two one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a one-year term beginning **NOVEMBER 17, 2022** and terminating **NOVEMBER 16, 2023.**
4. **RENEWAL COMPENSATION**. City shall pay Vendor a maximum limiting amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the one-year renewal term in accordance with the Contract Documents.

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A. **Pricing**. Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal**.

B. **Renewal Pricing Increases.** Any and all future renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B - Price Proposal**.

C. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.

D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network,** Attn: **William Weakland,** E-mail: **wweakland@ocalafl.org**.

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 Vendor; (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 Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein

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5. **NOTICES**. All notices, certifications or communications required by this Third Amendment 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, FL 34474
E-Mail: dperdue1959@yahoo.com
PH: 352-274-6689

If to City:
Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8343 FAX: 352-690-2025

with copy to:
William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: wsexton@ocalafl.org
PH: 352-401-3972

6. **COUNTERPARTS.** This Third Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Third Amendment. Further, a duplicate or copy of the Third Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Third Amendment for all purposes.
8. **LEGAL AUTHORITY**. Each person signing this Third Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Third Amendment 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 Third Amendment.

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IN WITNESS WHEREOF, the parties have executed this Third Amendment on 11 / 08 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

William E. Sexton

William E. Sexton, Esq.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

David G. Perdue

Signature

Service and Technology Network Solutions, Inc.

Printed Name

Owner

Title

Doc ID: 6f24eb3a1a726b410857355430f5f52c8a444fcd

Exhibit B - Price Proposal			
Service and Technology Network Solutions, Inc			
Item #	**Description**	**UOM**	**Unit Cost**
1	Install ADSS fiber cable from 4 to 12 count flat	LF	$0.95
2	Install ADSS fiber cable 24 count (no link extensions)	LF	$0.95
3	Install ADSS fiber cable from 48 to 288 count	LF	$1.30
4	Install ADSS fiber cable service drop	EA	$125.00
5	Install U-guards per pole	EA	$65.00
6	Wreck out aerial cable	LF	$0.70
7	Install down guy	EA	$75.00
8	Install strand and lash fiber cable	LF	$1.10
9	Miscellaneous hourly labor	HR	$85.00
10	Install vault or pedestal	EA	$75.00
11	Install 6"dia X 67" guy anchor (labor only)	EA	$45.00

Doc ID: 6f24eb3a1a726b410857355430f5f52c8a444fcd

TITLE	FOR SIGNATURES - Third Amendment to Agreement to Provide.....
FILE NAME	FOR COUNCIL SIGNA... Technology N.pdf
DOCUMENT ID	6f24eb3a1a726b410857355430f5f52c8a444fcd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**11 / 02 / 2022** 12:45:49 UTC-4	Sent for signature to William E. Sexton (wsexton@ocalafl.org), Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**11 / 07 / 2022** 15:18:17 UTC-5	Viewed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
SIGNED	**11 / 07 / 2022** 15:18:49 UTC-5	Signed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
VIEWED	**11 / 08 / 2022** 09:59:59 UTC-5	Viewed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com) IP: 24.50.25.230

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Third Amendment to Agreement to Provide.....
FILE NAME	FOR COUNCIL SIGNA... Technology N.pdf
DOCUMENT ID	6f24eb3a1a726b410857355430f5f52c8a444fcd
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**11 / 08 / 2022** 10:01:38 UTC-5	Signed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com) IP: 24.50.25.230
VIEWED	**11 / 08 / 2022** 20:04:30 UTC-5	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**11 / 08 / 2022** 20:06:09 UTC-5	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**11 / 09 / 2022** 11:50:25 UTC-5	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**11 / 09 / 2022** 11:50:33 UTC-5	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**11 / 09 / 2022** 11:50:33 UTC-5	The document has been completed.

SECOND AMENDMENT TO AGREEMENT TO PROVIDE

AERIAL FIBER INSTALLATION SERVICES - ONGOING

THIS SECOND AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("Second Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.,** a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City, and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services - Ongoing (the "Original Agreement"), City of Ocala Contract No.: OFN/200700; and

WHEREAS, on August 24, 2021, City, and Vendor entered into a First Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "First Amendment") to attach and incorporate the proper Exhibit A and Exhibit B to the Original Agreement; and

WHEREAS, City and Vendor wish to increase the compensation of the original agreement to support expansion, customer growth, network reliability, road projects and potential storm damage restoration; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City, and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Second Amendment.
3. **AMENDMENT TO PARAGRAPH 4 – COMPENSATION.** The language contained in Paragraph 4 – Compensation of the Original Agreement is hereby deleted and replaced, in its entirety, with the following:

   COMPENSATION. City shall pay Vendor up to a maximum limiting amount of **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($450,000)**. (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement Term in accordance with the Contract Documents. The allowability of compensation sought under this Contract is expressly made subject to the terms of the Contract, and any pertinent Federal and State law.

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4. **NOTICES**. All notices, certifications or communications required by this Second Amendment 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor:
Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, FL 34474
E-Mail: dperdue1959@yahoo.com
PH: 352-274-6689

If to City:
Daphne Robinson, Esq., Contracting Officer
City of Ocala, City Hall
110 SE Watula Avenue
Ocala, FL 34471
E-Mail: notices@ocalafl.org
PH: 352-629-8366 FAX: 352-690-2025

with copy to:
Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471
E-Mail: rbatsel@lawyersocala.com
PH: 352-579-6536

5. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment 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 Second Amendment.

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IN WITNESS WHEREOF, the parties have executed this Agreement on 06 / 28 / 2022.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ire Bethea Sr.

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

David G. Perdue

Signature

Service and Technology Network Solutions, Inc.

Printed Name

Owner

Title

Doc ID: 117362eeffdd2fbd294d633261abc1f2db8a4b15

HELLOSIGN

Audit Trail

TITLE	FOR SIGNATURES - Second Amendment to Agreement to Provide.....
FILE NAME	FOR COUNCIL SIGNA... (OFN-200700).pdf
DOCUMENT ID	117362eeffdd2fbd294d633261abc1f2db8a4b15
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**06 / 22 / 2022** 11:36:19 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**06 / 27 / 2022** 10:58:51 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**06 / 27 / 2022** 10:59:29 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
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TITLE	FOR SIGNATURES - Second Amendment to Agreement to Provide.....
FILE NAME	FOR COUNCIL SIGNA... (OFN-200700).pdf
DOCUMENT ID	117362eeffdd2fbd294d633261abc1f2db8a4b15
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STATUS	● Signed

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SIGNED	**06 / 27 / 2022** 11:11:51 UTC-4	Signed by Service and Technology Network Solutions, Inc. (dperdue1959@yahoo.com) IP: 24.50.25.164
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SIGNED	**06 / 28 / 2022** 08:15:28 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.133.62
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SIGNED	**06 / 28 / 2022** 11:10:26 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**06 / 28 / 2022** 11:10:26 UTC-4	The document has been completed.

FIRST AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING

THIS FIRST AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services – Ongoing (the "Original Agreement"), City of Ocala Contract Number: OFN/200700; and

WHEREAS, after the Original Agreement was fully executed by the parties, it was discovered that the documents attached thereto as Exhibit A – Scope of Work and Exhibit B – Price Proposal were incorrect;

WHEREAS, City and Contractor now desire to enter into this First Amendment solely for the purpose of attaching and incorporating the proper Exhibit A and Exhibit B to the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS**. City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect except for those terms and conditions expressly amended by this First Amendment.
3. **AMENDMENT TO EXHIBIT A – SCOPE OF WORK**. The document attached to the Original Agreement as Exhibit A – Scope of Work is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Correct Exhibit A – Scope of Work**.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL**. The document attached to the Original Agreement as Exhibit B – Price Proposal is hereby deleted and replaced, in its entirety, with the document attached to this First Amendment as **Correct Exhibit B – Price Proposal**.

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5. **NOTICES**. All notices, certifications or communications required by this First Amendment 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 Vendor:	Service and Technology Network Solutions, Inc. Attention: David Perdue 9288 SW 38th Avenue Ocala, Florida 34474 Phone: 352-274-6689 E-mail: dperdue1959@yahoo.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr., Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 E-mail: rbatsel@ocalalaw.com

6. **EFFECT OF AGREEMENT**. In the event of any inconsistency between this First Amendment and a prior version of the Original Agreement, this First Amendment shall govern. Except as expressly set forth herein, the Original Agreement shall remain in full force and effect and is not amended or modified.

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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8. **ELECTRONIC SIGNATURE(S).** Vendor, 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

9. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 08 / 24 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Bill Kauffman

William Kauffman
Assistant City Manager

Approved as to form and legality:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

Reed Nelson

Signature

Reed Nelson

Printed Name

Associate Director of Operations

Title

Doc ID: 711e801ab23726183addd1ab61ead10a8db9b085

Exhibit A – Scope of Work

Contractor will install All-Dielectric Self-Supporting (ADSS) fiber (both trunk and service fiber optic cables) and underground pole risers/U-Guard, to include pedestals and attachments for the service connections, and determine location-of-service point connection to ensure the correct length of fiber. When U-guard and enclosure are existing, Contractor is required to install cable inside U-guard and enclosure.

A portion of this work will be performed at locations that are inaccessible to bucket trucks, therefore, Contractor's personnel shall be capable of climbing poles. The City is seeking independent crews to work throughout the Ocala Fiber Network (OFN) service territory. The City may request more crews if funding/work is warranted. The City is a transmission owner; consequently, lowering some splice boxes may require working near the power zone.

City Project Manager and Contact Information for Contractor

All work shall be coordinated through City Project Manager William Weakland, (352) 401-3999, E-Mail: wweakland@ocalafl.org.

Vendor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Code Requirements

The Contractor shall observe ALL the following:

- Occupational Safety and Health Code (latest edition)
- Applicable power and telephone pole attachment agreements
- Applicable City, County and State ordinances
- National Electric Safety Code (latest edition)
- National Electric Code (latest edition)
- Manufacturers specifications
- Call for 811 locates on all underground work performed
- The employees of the Contractor shall wear suitable work uniforms as defined by OSHA (hard hats, flame retardant shirts, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements, and thoroughly follow City safety policy (policy is available upon request)

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as indicated for work conducted near an energized work environment, and be as clean and in as good appearance as the job conditions permit.

Contractor Responsibilities

- Contractor will be required to mark-up distributed drawings upon completion as a set of "as-built" drawings for documentation postings.
- Contractor will be required to contact the City project manager on a weekly basis to discuss the upcoming projects.
- Contractor is required to report any damages immediately to the City Project Manager and must provide pictures of damage before and after repair. Contractor must repair all damages at no additional cost to the City.
- OFN reserves the right to make any necessary repairs and charge the Contractor for unresolved damages within five (5) days of notification.

Equipment

The Contractor shall be responsible for providing the following equipment:

- "Crew" makeup description (One (1) 2-man crew)
- One (1) 40' minimum (working height) bucket trucks with insulated buckets
- Hand tools: Contractor is responsible for providing all tools required to perform the work. This would include, but is not limited to:
  a. Concrete saw – sidewalks, capstan hoist, blocks, and shovel
  b. Stranding and lashing equipment
  c. Required safety and traffic control equipment as required by FDOT for maintenance of traffic (MOT)
  d. Basic tree trimming equipment (chainsaw, pole saw, bow saw)
  e. One (1) reel wire trailer capable of 84" reel (as required, one [1] trailer per crew will be adequate)
  f. Jackhammer (as required)
  g. Backyard pole machine (EZ Hauler or equal).
- Contractor's vehicles must have the company and OFN logo visible on the outside of each vehicle. OFN logo must be removed during non-working hours. All workers must wear a company shirt or name badge with the company name.

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Labor

All crews must include at least:

- One (1) working foreman*
- One (1) linemen (equivalent)

*The City is a customer service-oriented utility. A working foreman must be able to interface with the general public, co-workers, and City personnel in a professional manner always. The foreman will also help coordinate work and obtain clearances when necessary.

Project Timeline

- All work must be completed per Notification to Proceed (NTP). The number of days to complete a work order will be agreed upon between the Contractor and OFN in writing and will be noted on the NTP. Failure to complete a job in the stated time will result in a default notice being issued.
- For Emergency work, the Contractor must have available staff on site and prepared to begin work within 2 hours of notification (this includes storm related emergencies). If emergency work is not completed or staff is not on site by Contract timelines, the Contract will be considered in default.
- Contractor must be able to mobilize any projects within ten (10) days of Notification to Proceed (NTP).

Contract Duration

The term of any resulting Contract will be for an initial eight (8) construction work week trial period. Upon successful completion of this trial period, a Contract with a term of two years, with two (2), one-year renewal options may be entered into (upon mutual written agreement of the City and Contractor). The City reserves the sole right to cancel this project any time after the eight (8) construction work weeks performed by the Contractor. All approved work performed up to date of written cancellation shall be paid to Contractor. The City also reserves the right to cancel this project should there be an unresolved discrepancy regarding quality, quantity of work, or funding issues. In addition, this Contract shall allow the City to request additional crews upon reasonable notice to Contractor.

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Exhibit A – Scope of Work

Technical Specifications

- Poles may be located in areas inaccessible by vehicles.
- The Contractor will be responsible for relocating Ocala Fiber Network (OFN) ADSS fiber optic communication lines. This may require pulling in fiber from storage on other structures.
- The Contractor must notify Ocala Fiber Network prior to any customer interruption of internet service that takes place as a result of Contractor's work.

Invoicing

Invoices must include item #, description, unit of measure, quantity, unit cost, and extended cost. An inspection will be made by the City project manager before payment is processed.

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Exhibit B - Price Proposal			
Service and Technology Network Solutions, Inc			
Item #	**Description**	**UOM**	**Unit Cost**
1	Install ADSS fiber cable from 4 to 12 count flat	LF	$0.95
2	Install ADSS fiber cable 24 count (no link extensions)	LF	$0.95
3	Install ADSS fiber cable from 48 to 288 count	LF	$1.30
4	Install ADSS fiber cable service drop	EA	$125.00
5	Install U-guards per pole	EA	$65.00
6	Wreck out aerial cable	LF	$0.70
7	Install down guy	EA	$75.00
8	Install strand and lash fiber cable	LF	$1.10
9	Miscellaneous hourly labor	HR	$85.00
10	Install vault or pedestal	EA	$75.00
11	Install 6"dia X 67" guy anchor (labor only)	EA	$45.00

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FILE NAME	FOR SIGNATURES - ... (OFN-200700).pdf
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SENT	**08 / 17 / 2021** 18:48:39 UTC-4	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Service and Technology Network Solutions, Inc. (rvnelson1@outlook.com), Bill Kauffman (wkauffman@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**08 / 19 / 2021** 15:37:19 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**08 / 19 / 2021** 15:39:56 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**08 / 20 / 2021** 15:25:34 UTC-4	Viewed by Service and Technology Network Solutions, Inc. (rvnelson1@outlook.com) IP: 67.233.159.208

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FILE NAME	FOR SIGNATURES - ... (OFN-200700).pdf
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SIGNED	**08 / 24 / 2021** 06:57:02 UTC-4	Signed by Bill Kauffman (wkauffman@ocalafl.org) IP: 216.255.240.104
VIEWED	**08 / 24 / 2021** 08:55:05 UTC-4	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**08 / 24 / 2021** 08:55:14 UTC-4	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**08 / 24 / 2021** 08:55:14 UTC-4	The document has been completed.

AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES – ONGOING

THIS AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 20-2532775) ("Vendor").

R E C I T A L S :

WHEREAS, on September 30, 2020, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of aerial fiberoptic cable installation services for Ocala Fiber Network, ITB No.: OFN/200700 (the "Solicitation"); and

WHEREAS, a total of six (6) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide aerial fiberoptic cable installation services for Ocala Fiber Network ("Services").

WHEREAS, Vendor certifies that Vendor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project as specified in the Scope of Work; and

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

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). 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.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-4)

      Exhibit B: Price Proposal (B-1)

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If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement Term in accordance with the Contract Documents. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the unit pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
   B. **Renewal Pricing Increases.** Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%)** above the pricing set forth in **Exhibit B - Price Proposal**.
   C. **Project Schedule and Progress Reports**. A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Vendor and the basis for payment in the event project is suspended or abandoned.
   D. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network,** Attn: **William Weakland,** E-mail: **wweakland@ocalafl.org**.
   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 Vendor; (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

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Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** City and Vendor acknowledge and agree that this Agreement is subject to an initial evaluation period of no less than eight (8) weeks (the "Trial Period"). As such, this Agreement shall become effective and commence on **NOVEMBER 17, 2020** and continue initially for a term of **EIGHT (8) WEEKS**, through and including **JANUARY 12, 2021**. Thereafter, upon City's determination that Vendor has satisfactorily completed the Trial Period, the Agreement shall be extended for the full **TWO (2)** year term, through and including **NOVEMBER 16, 2022**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR (1-YEAR)** periods by written consent between City and Vendor. This Agreement may only be renewed upon written consent between City and Vendor.

6. **TIME FOR PERFORMANCE**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.

A. Vendor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Vendor be allowed to lag behind.

B. **All work shall be substantially completed by Vendor in a manner satisfactory to the City Project Manager according to the timeline set forth on the Notice to Proceed. The number of days allotted to complete a work order shall be agreed upon in writing in advance and clearly noted on the Notice to Proceed.**

C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along

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with all supporting data. All requests for adjustments in the Time for Performance shall be determined by City.

D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.

E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services.

7. **LIQUIDATED DAMAGES FOR LATE COMPLETION**. The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Vendor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Vendor fail to achieve Substantial Completion by the date specified, then Vendor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS ($100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Vendor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Vendor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWENTY-FIVE AND NO/100 DOLLARS ($25)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.

   A. **No Waiver of Rights or Liabilities**. Permitting Vendor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to this section shall not relieve Vendor from liability for any damages or costs of other contractors caused by a failure of Vendor to complete the work as agreed.

   B. **Right to Withhold or Deduct Damages**. When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Vendor; or to (2) initiate any

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applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.

C. **Non-Cumulative**. The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Vendor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Vendor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.

D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Vendor agrees to pay all costs and expenses incurred by City due to Vendor's delay in performance to include inspection fees, superintendence costs, and travel expenses.

E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Vendor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.

8. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

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9. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
10. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (2) Vendor provides material that does not meet the specifications of the Agreement;
      (3) Vendor fails to complete the work required within the time stipulated in the Agreement;
      (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement; or

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(5) There becomes an unresolved discrepancy regarding quality of work, quantity of work, or funding issues.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

11. **WARRANTY**. Vendor warrants that all labor, materials, and equipment furnished under this Agreement are new, of the type and quality required for the Project, and installed in a good

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and workmanlike manner in accordance with the Contract Documents. Vendor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1)** year from the date of Final Completion. Any and all written manufacturers warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

12. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
14. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
    A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
    D. Vendor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
    E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

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entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial auto liability insurance covering all automobiles owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage for each accident. Vendor shall name City as an additional insured under the insurance policy.
18. **GENERAL LIABILITY INSURANCE.** Vendor 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. Coverage for contractual liability is also required.

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D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. Vendor is not required to name City as an additional insured under the policies, but a subrogation waiver endorsement is required. Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

20. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until the required Certificate(s) of Insurance have been provided**. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City. Vendor is responsible for the amount of any deductible or self-insured retention.

C. Certificates of Insurance. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate as the certificate holder should be: **City of Ocala, Contracting Department- 3rd FL, 110 SE Watula Ave, Ocala, FL 34471**. Renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

*Non-rated insurers must be pre-approved by the City Risk Manager.

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D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or to 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.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
23. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this

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Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.
28. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all

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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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Vendor 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.
30. **PUBLICITY.** Vendor 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.
31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
32. **CONFLICT OF INTEREST.** Vendor 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. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor'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.
33. **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

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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.

34. **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.

35. **INDEMNITY.** Vendor 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 Vendor, its agents, and employees.

36. **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.

37. **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 Vendor:	Service and Technology Network Solutions, Inc. Attention: David Perdue 9288 SW 38th Avenue Ocala, Florida 34474 Phone: 352-274-6689 E-mail: dperdue1959@yahoo.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 E-mail: tkimball@ocalafl.org

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Copy to: Robert W. Batsel, Jr., Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

38. **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.

39. **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.

40. **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.

41. **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

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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.

42. **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.

43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

45. **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.

46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Vendor, 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.

49. **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

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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.

50. **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 11 / 23 / 2020.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Jay A Musleh

Jay A. Musleh
City Council President

Approved as to form and legality:

/s/Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.

David G. Perdue

Signature

Service and Technology Network Solutions

Printed Name

Owner

Title

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Exhibit A- Scope of Work

Contractor will install conduit as needed and requested by the City of Ocala. The conduit will be installed using plow, hand dig, missile or directional bore method with minimum interruption and inconvenience to the public, within and around the work area. Contractor will provide all labor, materials, equipment and supplies necessary to perform this work with the exception OFN has specified below.

City Project Manager and Contact Information for Contractor

All work shall be coordinated through City Project Manager William Weakland, (352) 401-3999, E-Mail: wweakland@ocalafl.org.

Vendor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

Ocala Fiber Network ("OFN") Outside Fiber Plant

- Vendor shall install conduit for various fiber installations as requested by the City, by and through, Ocala Fiber Network ("OFN").
- The conduit system shall be installed using plow, hand dig, missile or directional bore method for OFN with minimum interruption and inconvenience to OFN customers, within and around the work area.
- Vendor shall install splice cabinets and associated equipment.
- Vendor shall pull single or multiple cables and tracer wire in the installed conduit.
- Vendor shall direct buried service drops upon request.
- Vendor will provide all labor, conduit materials, equipment and supplies necessary to perform this work excluding fiber and tracer wire, splice boxes, Network Interface Device (NID), 1/2' PVC and pedestals, vaults or any other material if required, which will be provided by OFN.
- All work shall be coordinated with the City Project Manager.

Vendor Responsibilities

- Vendor is responsible for obtaining all utility locates prior to excavating and/or boring any conduits. The City will obtain all applicable permits.
- Vendor will adhere to all FDOT and Marion County right of way regulations. MOT equipment to be supplied by Vendor.

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Exhibit A- Scope of Work

- Vendor shall keep all disturbances of property to a minimum and will return all excavated areas to "pre-excavation" condition after installation of the conduit system. This may require equivalent sod and or fill dirt to be installed. Before and after pictures are required.
- Sludge will not be permitted to be discharged on the ground at any time. Disposal of the sludge is the responsibility of the Vendor and must be disposed of in a proper manner.
- Vendor's vehicles must have the company and OFN logo visible on the outside of each vehicle. OFN logo must be removed during non-working hours. All workers must wear a company shirt or name badge with the company name.
- Vendor's crews working on City jobs must have a local contact number or 800 telephone number.
- Any additional PVC or miscellaneous fittings will be reimbursed at cost by prior approval of Project Manager. Vendor shall submit supplier invoices to City for reimbursement at cost for these items.
- Vendor is required to report any damages immediately to the City Project Manager and must provide pictures of damage before and after repair. Vendor must repair all damages at no additional cost to the City.
- OFN reserves the right to make any necessary repairs and charge the Vendor for unresolved damages within five (5) days of notification.

Project Timeline

- All work must be completed per Notification to Proceed (NTP). The number of days to complete a work order will be agreed upon between the Vendor and OFN. Failure to complete a job in the stated time will result in a default notice being issued.
- For Emergency work, the Vendor must have available staff on site and prepared to begin work within 2 hours of notification (this includes storm related emergencies). If emergency work is not completed or staff is not on site by contract timelines, the contract will be considered in default.
- Vendor must be able to mobilize any projects within ten (10) days of Notification to Proceed (NTP).

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Exhibit A- Scope of Work

OFN Conduit Specifications

- All conduits shall be orange in color, SDR 13.5 wall rating and minimum 1.25 ID. The actual conduit run location, number of conduits per run, depth and the length of each conduit run will be defined by drawings for each job. All conduit routes shown on the drawing must be followed unless written permission from the City Project Manager has been obtained. All conduits must include pull strings.
- Typical conduits must be buried between twenty-four inches (24") and forty-eight inches (48") deep (all FDOT and Marion County regulations apply).
- The Vendor will be responsible for installing a five-foot (5') section of Sch. 40 PVC prior to 90% sweep at each stub up location. (PC fusion by poly water upon request) will be used at transition from HDPE to PVC pipe; sweeps will be a minimum of twenty-four inches (24") radius, and all stub-ups must be 12" above grade. Where conduit stub-up locations fall inside existing pedestal/locations the conduit will only rise three inches (3") above ground.
- The Vendor shall be responsible for installing a supplied Network Interface Device (NID) and 1/2' PVC on the outside wall and fishing supplied fiber to agreed-upon location or point of service (POS).

Working Hours

Scheduling of services will be coordinated with the City's Project Manager.

Changes to Work in Progress

Vendor shall not make changes to work in progress, including designs or quoted projects without the express written permission of the City Project Manager prior to work being performed.

Technical Specifications

- Poles may be located in areas inaccessible by vehicles.
- The Vendor will be responsible for relocating Ocala Fiber Network (OFN) ADSS fiber optic communication lines. This may require pulling in fiber from storage on other structures.
- The Vendor must notify Ocala Fiber Network prior to any customer interruption of internet service that takes place because of Vendor's work.

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Code Requirements

The Vendor shall observe ALL the following:

- Occupational Safety and Health Code (latest edition)
- Applicable power and telephone pole attachment agreements
- Applicable city, county and state ordinances
- National Electric Safety Code (latest edition)
- National Electric Code (latest edition)
- Manufacturers specifications
- Call for 811 locates on all underground work performed.
- The employees of the Vendor shall wear suitable work uniforms as defined by OSHA (hard hats, flame retardant shirts, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements, and thoroughly follow

City safety policy (policy is available upon request) as indicated for work conducted near an energized work environment and be as clean and in as good appearance as the job conditions permit.

Licensure Requirement

Must be a State of Florida Electrical or Underground Utility & Excavation Contractor to perform all work outlined in this scope of work

Doc ID: 4d24edcd28e91cdd208d72584d2a517531d4708f

Item #	Description	UOM	Unit Cost
1	1.25" conduit - Trenching	LF	$6.75
2	1.25" conduit - Hand dig	LF	$10.00
3	1.25" conduit - Plowed	LF	$6.75
4	1.25" conduit - Backhoe	LF	$10.00
6	1.25" conduit - Missile-Stitch Bore	LF	$6.75
7	1.25" conduit - Directional	LF	$10.00
8	2" conduit - Trenching	LF	$6.75
9	2" conduit - Hand dig	LF	$12.50
10	2" conduit - Plowed	LF	$6.75
11	2" conduit - Backhoe	LF	$12.50
13	2" conduit - Missile-Stitch Bore	LF	$8.25
14	2" conduit - Directional	LF	$12.50
15	1.25" Stub-up	EA	$30.00
16	2" Stub-up	EA	$37.50
17	Install U-Guard at Pole	EA	$25.00
18	Fiber Pedestal placement (Dog House)	EA	$75.00
19	12X20 Flush Vault placement	EA	$45.00
20	17X30 Flush Vault placement	EA	$55.00
21	24X36 Flush Vault placement	EA	$65.00
22	Pulling fiber in conduit	LF	$0.80
23	Pulling tracer in conduit	LF	$0.10
24	Sod	SF	$2.50
25	Asphalt (1" Thick)	SF	$5.50
26	Cement (4" Thick)	SF	$2.75
27	Labor Cost to Dig up/Search for Conduit	HR	$85.00
28	Wall Fish fiber to Point of Service	EA	$160.00
29	Miscellaneous installation of equipment (pole or pad mount)	HR	$85.00
30	Install service drop up to 125ft direct buried	EA	$65.00
31	Install service drop over 125ft direct buried	LF	$0.85
32	Pulling additional fibers in conduit simultaneously	LF	$0.40
33	Emergency hourly rate. The City may need contractors services with less than 8 hours' notice, in the event of an emergency. Provide the hourly rate for emergency work.	HR	$175.00

Doc ID: 4d24edcd28e91cdd208d72584d2a517531d4708f

TITLE	FOR REVIEW AND EXECUTION - Services Agreement - Aerial Fiber...
FILE NAME	FOR COUNCIL - Ser...l Installatio.pdf
DOCUMENT ID	4d24edcd28e91cdd208d72584d2a517531d4708f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**11** / **18** / **2020** 14:52:25 UTC-5	Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com), Service and Technology Network Solutions (dperdue1959@yahoo.com), Jay A. Musleh (jmusleh@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from drobinson@ocalafl.org IP: 216.255.240.104
VIEWED	**11** / **19** / **2020** 21:57:59 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**11** / **19** / **2020** 22:05:05 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
VIEWED	**11** / **22** / **2020** 12:21:23 UTC-5	Viewed by Service and Technology Network Solutions (dperdue1959@yahoo.com) IP: 174.253.160.45

HELLOSIGN

Audit Trail

TITLE	FOR REVIEW AND EXECUTION - Services Agreement - Aerial Fiber...
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DOCUMENT ID	4d24edcd28e91cdd208d72584d2a517531d4708f
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STATUS	● Completed

Document History

SIGNED	**11 / 23 / 2020** 10:42:20 UTC-5	Signed by Service and Technology Network Solutions (dperdue1959@yahoo.com) IP: 67.233.177.90
VIEWED	**11 / 23 / 2020** 11:47:24 UTC-5	Viewed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 162.212.251.176
SIGNED	**11 / 23 / 2020** 11:47:44 UTC-5	Signed by Jay A. Musleh (jmusleh@ocalafl.org) IP: 162.212.251.176
VIEWED	**11 / 23 / 2020** 11:48:51 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**11 / 23 / 2020** 11:51:20 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**11 / 23 / 2020** 11:51:20 UTC-5	The document has been completed.



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CITY OF OCALA
CITY COUNCIL REPORT

Council Meeting Date: 11/17/20

Subject: ITB# OFN/200700 Aerial Fiber Installation- Continuing Contract

Submitted By: Mel Poole

Department: Ocala Fiber Network

STAFF RECOMMENDATION (Motion Ready): Approve Agenda Item (ID # 15225) two-year contract for the installation of aerial fiber optic cable from Service and Technology Network Solutions, Inc. in the amount not to exceed $300,000

OCALA'S RELEVANT STRATEGIC GOALS: Economic Hub

PROOF OF PUBLICATION: Bid Released to the public: 9/30/2020

BACKGROUND:

Ocala Fiber Network recommends the use of Service and Technology Network Solutions, Inc. for the installation of aerial fiber optic cable. This work is for the expansion of the fiber infrastructure to meet the increasing customer growth within Ocala and Marion County.

FINDINGS AND CONCLUSIONS:

On September 30, 2020, the Procurement Department issued an Invitation to Bid (ITB) OFN/200700 for ongoing fiber optic cable installation. The City received six (6) bids, of which Service and Technology Network Solutions, Inc. from Ocala, FL was the lowest responsive and responsible bidder. The bid price is for all labor and supplies to install fiber optic cable as needed and priced per foot. The contract allows for two optional, one-year renewals.

Vendor	Location	Total Award
Service and Technology Network Solutions, Inc	Ocala, FL	$338,250
Structured Cabling Solutions, Inc	Miami Gardens, FL	$381,300
GUCI, LLC	Melbourne, FL	$408,200
Harris-McBurney Company	Tampa, FL	$448,500
ElectriCom, LLC	Paoli, IN	$952,150
Precision Contracting Services, Inc	Jupiter, FL	$1,062,750

FISCAL IMPACT:

The expenditure associated with Service and Technology Network Solutions, Inc. will be paid from:
FY21 $150,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)
FY22 $150,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)
FY23 $150,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)
FY24 $150,000 490-031-292-539-64-63020 Improvements O/T Buildings - Road Projects ($5,000+)

PROCUREMENT REVIEW:

This agreement has been reviewed and approved for compliance with the City's procurement policies.

LEGAL REVIEW:

The contract has been reviewed and approved for form and legality by the City Attorney, Robert W. Batsel, Jr.

ALTERNATIVE:
Approve, table or deny.

SUPPORT MATERIALS:
BID TABULATION (PDF)
CONTRACT - Service and Technology Network Solutions, Inc. (PDF)

From: Kenneth Jamerson
To: Lourdes Ramos; Mel Poole
Subject: Fwd: Renewal of OFN Contracts 200747 & 200700
Date: Tuesday, October 17, 2023 11:42:05 AM
Attachments: Outlook-fy2kjx1f.jpg

Dave accepts the terms the renewal.

Get Outlook for iOS

From: David Perdue <dperdue1959@yahoo.com>
Sent: Tuesday, October 17, 2023 11:38:04 AM
To: Kenneth Jamerson <KJamerson@ocalafl.gov>
Subject: Re: Renewal of OFN Contracts 200747 & 200700

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I accept the terms of renewal. Thank you.

Sent from Yahoo Mail on Android

On Tue, Oct 17, 2023 at 11:29 AM, Kenneth Jamerson <KJamerson@ocalafl.gov> wrote:

> Good morning Dave,
>
> Per our phone conversation, we agree to a price increase of three percent (3%) per the terms of contracts #200700 and #200747. Please reply to this email that you accept the terms of renewal. Thanks.
>
> ---
>
> **From:** Kenneth Jamerson <KJamerson@ocalafl.gov>
> **Sent:** Monday, October 16, 2023 1:43 PM
> **To:** Dave Perdue <dperdue1959@yahoo.com>
> **Cc:** haylee.stnetwork@gmail.com <haylee.stnetwork@gmail.com>
> **Subject:** Renewal of OFN Contracts 200747 & 200700
>
> Good afternoon S&T,
>
> Please review the attached letter regarding the renewal of contracts #200700 & #200747. Please reply to this email with your approval. Thanks.
>
> **Kenneth Jamerson**
> Deputy Director at Ocala Fiber



Network

Phone: 352-401-6923
Email: kjamerson@ocalafl.org

3001 NE 21st St
Ocala, FL 34470

www.cityofocalafiber.com

File #: 2024-0154 Agenda Item #: 8n.

Submitted By: John King

Presentation By: Liza Warmuth

Department: Fleet

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of four Ford Transit Vans for various departments in the amount of $245,158

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Ford Transit Cargo Van offers versatility and a wide range of configurations to meet departmental needs. Fleet is requesting the purchase of four replacement vans to accomplish operational tasks for Ocala Fire Rescue (OFR), Ocala Police Department (OPD), and Recreation & Parks (Rec & Parks). The recommended purchases are listed below:

FY23-2024 Vehicle/Equipment	Department	Amount	Contract
2024 Ford Transit T-250 Cargo Van High Roof (Qty 2)	OPD	$ 132,274	Sourcewell 09521-NAF
2024 Ford Transit T-350 Wagon XL Medium Roof	OFR	$ 57,577	Sourcewell 09521-NAF
2024 Ford Transit T-250 Cargo Van High Roof	Rec & Parks	$ 55,307	Sourcewell 09521-NAF
		$ 245,158	

Ocala Police Department's Evidence Technician Vans 04-838 and 04-839 are 13 years old, have approximately 95,000 miles each, and need extensive repairs. Ocala Fire Rescue's Training and Medic Transport Van 05-253 is 18 years old, has approximately 65,000 miles, and has exceeded its useful life. Recreation & Parks's Bookmobile 02-671 is 19 years old, has approximately 128,000 miles, and will be repurposed as a secondary backup vehicle.

FINDINGS AND CONCLUSIONS:
As a political subdivision of the state of Florida, the City of Ocala qualifies as an eligible user of the

Sourcewell Cooperative Purchasing Agreement 091521-NAF for National Auto Fleet Group Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles (Contract Term Expiration: November 8, 2025).

Cooperative purchasing programs are comprised of member cities, counties, and other public agencies nationwide who aggregate their members' purchasing power to achieve greater volume discounts. The underlying solicitation for the foregoing cooperative purchasing agreement has been evaluated and determined by the City's Procurement Department to be cost-effective and to afford best value.

Staff recommends the purchase of four replacement vans to increase operational efficiency in their respective departments.

FISCAL IMPACT:
Funds were approved for Fiscal Year 2022-23 and will be included in the capital purchase carryforward requests for Fiscal Year 2023-24. Funding for these purchases will be available in the respective departments' machinery and equipment accounts as noted in the table below.

Account	Description	Amount
120-018-602-521-66-64010	OPD -Machinery & Equipment	$ 132,274
001-019-602-522-66-64010	OFR - Machinery & Equipment	$ 57,577
001-021-602-572-66-64010	Recreation & Parks - Machinery & Equipment	$ 55,307

PROCUREMENT REVIEW:
Procurements made via direct purchase from competitively solicited cooperative contracts with approved agencies are in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM		Quote 47007-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200	

Sourcewell Formerly NJPA
Awarded Contract

ORIGINAL QUOTE DATE
8/1/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
8/2/2023

REQUESTING AGENCY **OCALA, CITY OF**
CONTACT PERSON **JOHN KING** EMAIL JKING@OCALAFL.ORG
PHONE **352-351-6648** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL R1X 101A 148 **MSRP** $51,980.00

2024 FORD TRANSIT T-250 CARGO VAN HIGH ROOF 9070 GVWR - RWD -

CUSTOMER ID OPD Transit Evidence **NJPA PRICE** $50,062.00

BED LENGTH 148" WB

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
X4L	4.10 Limited-Slip Axle Ratio	$0.00
101A	OPTIONS Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
17A	Fixed Rear Cargo Door Glass	$245.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
43R	Reverse Sensing System	$290.00
53B	Heavy-Duty Trailer Tow Package	$480.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$60.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$320.00
67D	Trailer Brake Controller (TBC)	$400.00
67E	Large Center Console	$0.00
68J	Extended Length Running Boards	$650.00
86F	2 Additional Keys (4 Total)	$70.00
96D	Load Area Protection Package	$480.00
	FACTORY OPTIONS	**$2,995.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
DTF G VAN	Deep tint film on cargo van with side and rear door glass.	$300.00
W TLI-4-AW	(4) Whelen ION ''T'' series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body (AMBER/WHITE).	$760.00
BUA	Federal Signal 90 dB back-up alarm.	$160.00
FIRE-X-5LB	Amerex B500 Fire Extinguisher with 5DC HD Vehicle Bracket (Furnished and Installed inside rear cab area, driver's Side)	$200.00
AWV 5156TM148 CUSTOM	5156TM148 Adrian Steel Shelving Package for Full Size Transit Cargo Medium Roof Base Commercial 148'' Wheel Base. Includes (1) 3-drawer component 6" wide, (2) drawer unit/four shallow, (2) utility hooks, (1) four hook bar. Furnished and installed by Advanced Work Vans of Florida.	$4,715.00
AWV 18 UP	UPGRADE SHELVING TO BE 18" DEPTH FOR ALL SHELF GROUPS.	$525.00
W TLI-4-AR	(4) Whelen ION ''T'' series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body (AMBER/RED).	$760.00
KUSSMAUL COMBO VAN	KUSSMAUL 3000W/1000W INVERTER/CHARGER WITH BUILT IN TRANSFER SWITCH, IGNITION CONTROL, & KUSSMAUL SUPER AUTO EJECT (YELLOW COVER). TO BE INSTALLED ON FLOOR UNDER SHELF GROUP - DRIVER SIDE. PLEASE MOUNT IN A FASHION THAT WE USE THE LEAST AMOUNT OF SPACE POSSIBLE.	$4,815.00
RAM-VB-196-SW1	RAM universal laptop mounting kit with universal cradle.	$845.00

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 **www.NationalAutoFleetGroup.com**

CONTRACT OPTIONS	**$13,080.00**
TRADE IN	
TOTAL COST	**$66,137.00**
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
TOTAL COST LESS TRADE IN(S) QTY 2	**$132,274.00**

Estimated Annual payments for 60 months paid in advance: $14,811.97 Extended: $29,623.94
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** **FLEET SALES MANAGER** scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD — MSRP:$47,155.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
R1X	[Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD	$47,155.00
	OPTIONS	
101A	Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
17A	Fixed Rear Cargo Door Glass	$250.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
43R	Reverse Sensing System	$295.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
53B	Heavy-Duty Trailer Tow Package	$485.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$65.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$325.00
67D	Trailer Brake Controller (TBC)	$405.00
67E	Large Center Console	$0.00
68J	Extended Length Running Boards	$655.00
86F	2 Additional Keys (4 Total)	$75.00
96D	Load Area Protection Package	$485.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
X4L	4.10 Limited-Slip Axle Ratio	$0.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20074. Data Updated: Jul 31, 2023 6:39:00 PM PDT.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (Complete)

YZ	Oxford White	$0.00
	SUBTOTAL	**$50,195.00**
	Adjustments Total	$0.00
	Destination Charge	$1,795.00
	TOTAL PRICE	**$51,990.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 20074. Data Updated: Jul 31, 2023 6:39:00 PM PDT.

ALAN JAY FLEET
SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection and auto start-stop technology (STD)
	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
	4.10 Limited-Slip Axle Ratio (STD)
	50-State Emissions System
	Engine Auto Stop-Start Feature
	Rear-Wheel Drive
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	250 Amp Alternator
	3739# Maximum Payload
	GVWR: 9,070 lbs
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	25.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 16" Silver Steel w/Black Hubcap
	Tires: 235/65R16C 121/119 R AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper
	Black Rear Bumper w/1 Tow Hook
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Side Mirrors w/Convex Spotter

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
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Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Exterior	
	Short-Arm Manual-Folding Power Adjust Mirrors
	Light Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Front License Plate Bracket
	Sliding Rear Passenger Side Door
	Split Swing-Out Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
	Laminated Glass
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
	Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)
	Streaming Audio
	Fixed Antenna
	Bluetooth Wireless Phone Connectivity
	1 LCD Monitor In The Front
Interior	
	Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
	4-Way Driver Seat
	4-Way Passenger Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Manual Air Conditioning

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Data Version: 20074. Data Updated: Jul 31, 2023 6:39:00 PM PDT.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Interior	
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Front Cloth Headliner
	Urethane Gear Shifter Material
	Vinyl Front Bucket Seats
	Partial Floor Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Front Only Vinyl/Rubber Floor Covering
	Cargo Space Lights
	Driver Alert
	Pre-Collision Assist w/Automatic Emergency Braking
	Instrument Panel Bin, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Analog Appearance
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
Safety-Mechanical	
	Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Lane-Keeping System Lane Departure Warning
	Low Tire Pressure Warning

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ALAN JAY FLEET

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Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (Complete)

Safety-Interior	
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	Back-Up Camera

WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	Quote 46411-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

Sourcewell Formerly NJPA
Awarded Contract

ORIGINAL QUOTE DATE
7/13/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/13/2023

REQUESTING AGENCY **OCALA, CITY OF**
CONTACT PERSON **JOHN KING** EMAIL JKING@OCALAFL.ORG
PHONE **352-351-6648** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL X2C 301A 148 — **MSRP** $54,835.00

2024 FORD TRANSIT T-350 WAGON XL MEDIUM ROOF (12-PASS BASE) - RWD -

CUSTOMER ID PRIORITY #8 — **NJPA PRICE** $52,847.00

BED LENGTH 148" WB

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
19Z	Wi-Fi 4G LTE Hotspot Delete	$0.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
301A	Order Code 301A	$0.00
43R	Reverse Sensing System	$290.00
53B	Heavy-Duty Trailer Tow Package	$480.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$60.00
58V	Radio: AM/FM Stereo w/SYNC 3	$275.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$320.00
67D	Trailer Brake Controller (TBC)	$400.00
67E	Large Center Console	$0.00
68J	Extended Length Running Boards	$650.00
86F	2 Additional Keys (4 Total)	$70.00
92E	Privacy Glass	$495.00
96P	15-Passenger Seats	$1,490.00
X73	3.73 Axle Ratio	$0.00
___	GVWR: 9,400 lbs	$0.00
	FACTORY OPTIONS	**$4,530.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
DT2 VAN	Deep tint film installed on front two door glass only.	$200.00
	CONTRACT OPTIONS	**$200.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 **www.NationalAutoFleetGroup.com**

TRADE IN

TOTAL COST **$57,577.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

$0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$57,577.00**

Estimated Annual payments for 60 months paid in advance: $12,894.88

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** **FLEET SALES MANAGER** scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD — MSRP:$49,760.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
X2C	[Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD	$49,760.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
19Z	Wi-Fi 4G LTE Hotspot Delete	($20.00)
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
301A	Order Code 301A	$0.00
43R	Reverse Sensing System	$295.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
53B	Heavy-Duty Trailer Tow Package	$485.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$65.00
58V	Radio: AM/FM Stereo w/SYNC 3	$280.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$325.00
67D	Trailer Brake Controller (TBC)	$405.00
67E	Large Center Console	$0.00
68J	Extended Length Running Boards	$655.00
86F	2 Additional Keys (4 Total)	$75.00
92E	Privacy Glass	$500.00
96P	15-Passenger Seats	$1,495.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00

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Data Version: 19908. Data Updated: Jul 11, 2023 6:41:00 PM PDT.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (Complete)

VK	Dark Palazzo Gray, Vinyl Front Bucket Seats		$0.00
X73	3.73 Axle Ratio		$0.00
YZ	Oxford White		$0.00
___	GVWR: 9,400 lbs	Inc.	
	SUBTOTAL		**$54,320.00**
	Adjustments Total		$0.00
	Destination Charge		$1,795.00
	TOTAL PRICE		**$56,115.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection and auto start-stop technology (STD)
	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Engine Auto Stop-Start Feature
	Rear-Wheel Drive
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	3097# Maximum Payload
	GVWR: 9,250 lbs
	Gas-Pressurized Front Shock Absorbers and HD Rear Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	25.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 16" Silver Steel w/Black Hubcap
	Tires: 235/65R16C 121/119 R AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper
	Black Rear Bumper w/1 Tow Hook
	Black Bodyside Cladding and Black Wheel Well Trim

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (Complete)

Exterior	
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Defroster
	Light Tinted Glass
	Rain Detecting Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Sliding Rear Passenger Side Door
	Split Swing-Out Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and SYNC 3 External Memory Control
	Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth and dual USB ports
	Streaming Audio
	Fixed Antenna
	8 Speakers (4 Front/4 Rear)
	Bluetooth Wireless Phone Connectivity
	1 LCD Monitor In The Front
Interior	
	Ebony Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest (STD)
	4-Way Driver Seat
	4-Way Passenger Seat
	Removable Bench Front Facing Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (Complete)

Interior	
	Fixed Rear Windows and Fixed 3rd Row Windows
	FordPass Connect 4G Mobile Hotspot Internet Access
	Removable Split-Bench 3rd Row Seat Front, 3 Manual and Adjustable Head Restraints
	Removable Split-Bench Front Facing 4th Row Seat Number, Control and Type Head Restraint
	Front Cupholder
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Manual Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Cloth Front Bucket Seats
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination
	Partial Floor Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Vinyl/Rubber Floor Trim
	Cargo Space Lights
	Pre-Collision Assist w/Automatic Emergency Braking
	Instrument Panel Bin, Driver / Passenger And Rear Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Driver Information Center

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Passenger Wagon (X2C) T-350 148" Med Roof XL RWD (Complete)

Interior	
	Analog Appearance
	Seats w/Cloth Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
Safety-Mechanical	
	Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Lane-Keeping System Lane Departure Warning
	Driver Monitoring-Alert
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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ALAN JAY FLEET SALES

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PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	Quote 46410-3
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

Sourcewell Formerly NJPA
Awarded Contract

ORIGINAL QUOTE DATE
7/13/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/23/2023

REQUESTING AGENCY **OCALA, CITY OF**
CONTACT PERSON **JOHN KING** EMAIL JKING@OCALAFL.ORG
PHONE **352-351-6648** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL R1X 101A 148 **MSRP** $51,980.00

2024 FORD TRANSIT T-250 CARGO VAN HIGH ROOF 9070 GVWR - RWD -

CUSTOMER ID PRIORITY 22 - BOOK VAN **NJPA PRICE** $50,062.00

BED LENGTH 148" WB

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ	Oxford White	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
X4L	4.10 Limited-Slip Axle Ratio	$0.00
101A	OPTIONS Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
17B	Fixed Rr Cargo Door & 2nd Row Passenger-Side Glass	$420.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
43R	Reverse Sensing System	$290.00
53B	Heavy-Duty Trailer Tow Package	$480.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$60.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$320.00
67D	Trailer Brake Controller (TBC)	$400.00
67E	Large Center Console	$0.00
68J	Extended Length Running Boards	$650.00
86F	2 Additional Keys (4 Total)	$70.00
96D	Load Area Protection Package	$480.00
	FACTORY OPTIONS	**$3,170.00**

CONTRACT OPTIONS	DESCRIPTION	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	$0.00
806-1210-VAN	XANTREX 1000W pure sine inverter mounted to rear partition, in cargo area, accessible at side load door with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$755.00
DT2 VAN	Deep tint film installed on front two door glass only.	$200.00
W TLI-4-AW	(4) Whelen ION ''T'' series ultra thin light heads surface mounted with (2) in grille and (2) to rear of vehicle/body (AMBER/WHITE).	$760.00
BUA	Federal Signal 90 dB back-up alarm.	$160.00
FIRE-X-5LB	Amerex B500 Fire Extinguisher with 5DC HD Vehicle Bracket (Furnished and Installed inside rear cab area, driver's Side)	$200.00
	CONTRACT OPTIONS	**$2,075.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN	**TOTAL COST**	**$55,307.00**
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	**$55,307.00**

Estimated Annual payments for 60 months paid in advance: $12,386.49
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **SCOTT WILSON** **FLEET SALES MANAGER** scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD — MSRP:$47,155.00

Interior:Dark Palazzo Gray, Vinyl Front Bucket Seats

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 3.5L PFDi V6 Flex-Fuel

Transmission: 10-Spd Automatic w/OD & SelectShift

OPTIONS

CODE	MODEL	MSRP
R1X	[Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD	$47,155.00
	OPTIONS	
101A	Order Code 101A	$0.00
153	Front License Plate Bracket	$0.00
17B	Fixed Rr Cargo Door & 2nd Row Passenger-Side Glass	$425.00
21G	Dark Palazzo Gray Vinyl Bucket Seats	$0.00
43R	Reverse Sensing System	$295.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift	$0.00
53B	Heavy-Duty Trailer Tow Package	$485.00
543	Long-Arm Manual-Folding Power Adjusting Mirrors	$65.00
60C	Cruise Control w/Adjustable Spd Limiting Device (ASLD)	$325.00
67D	Trailer Brake Controller (TBC)	$405.00
67E	Large Center Console	$0.00
68J	Extended Length Running Boards	$655.00
86F	2 Additional Keys (4 Total)	$75.00
96D	Load Area Protection Package	$485.00
998	Engine: 3.5L PFDi V6 Flex-Fuel	$0.00
VK	Dark Palazzo Gray, Vinyl Front Bucket Seats	$0.00
X4L	4.10 Limited-Slip Axle Ratio	$0.00

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Data Version: 18811. Data Updated: Feb 26, 2023 6:40:00 PM PST.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

YZ	Oxford White	$0.00
	SUBTOTAL	**$50,370.00**
	Adjustments Total	$0.00
	Destination Charge	$1,795.00
	TOTAL PRICE	**$52,165.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 18811. Data Updated: Feb 26, 2023 6:40:00 PM PST.

ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection and auto start-stop technology (STD)
	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)
	4.10 Limited-Slip Axle Ratio (STD)
	50-State Emissions System
	Engine Auto Stop-Start Feature
	Rear-Wheel Drive
	70-Amp/Hr Maintenance-Free Battery w/Run Down Protection
	250 Amp Alternator
	3739# Maximum Payload
	GVWR: 9,070 lbs
	Front Anti-Roll Bar
	Electric Power-Assist Steering
	25.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Strut Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Hill Hold Control and Electric Parking Brake
Exterior	
	Wheels: 16" Silver Steel w/Black Hubcap
	Tires: 235/65R16C 121/119 R AS BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper
	Black Rear Bumper w/1 Tow Hook
	Black Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles

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Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Exterior	
	Black Side Mirrors w/Convex Spotter
	Short-Arm Manual-Folding Power Adjust Mirrors
	Light Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Black Grille
	Front License Plate Bracket
	Sliding Rear Passenger Side Door
	Split Swing-Out Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Auto High-Beam Headlamps w/Delay-Off
	Headlights-Automatic Highbeams
	Laminated Glass
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control
	Radio: AM/FM Stereo -inc: 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front)
	Streaming Audio
	Fixed Antenna
	Bluetooth Wireless Phone Connectivity
	1 LCD Monitor In The Front
Interior	
	Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest only (STD)
	4-Way Driver Seat
	4-Way Passenger Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer
	FordPass Connect 4G Mobile Hotspot Internet Access
	Front Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

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Interior	
	Manual Air Conditioning
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert
	Front Cloth Headliner
	Urethane Gear Shifter Material
	Vinyl Front Bucket Seats
	Partial Floor Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Front Only Vinyl/Rubber Floor Covering
	Cargo Space Lights
	Driver Alert
	Pre-Collision Assist w/Automatic Emergency Braking
	Instrument Panel Bin, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Power Door Locks w/Autolock Feature
	Systems Monitor
	Analog Appearance
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
Safety-Mechanical	
	Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags

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Vehicle: [Fleet] 2023 Ford Transit Cargo Van (R1X) T-250 148" Hi Rf 9070 GVWR RWD (✓ Complete)

Safety-Interior	
	Lane-Keeping System Lane Departure Warning
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	Back-Up Camera

WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

File #: 2024-0216 Agenda Item #: 8o.

Submitted By: Jeff Shrum

Presentation By: Jeff Shrum

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve contract with Kimley-Horn and Associates, Inc. for professional planning services related to the development of the 2050 City of Ocala Master Plan for an amount not to exceed $250,000

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
RFP released to public: 7/25/23; Selection Committee Meetings: 9/13/23, 9/25/23

BACKGROUND:

On July 25, 2023, the City issued its Request for Proposals ("RFP") #GRM/230625 seeking qualified firms for the provision of professional planning and consulting services related to the development of the 2050 City of Ocala Vision and Comprehensive Plan Update with the option to provide professional services for generating the Unified Land Development Code.

The solicitation closed on August 22, 2023, with three (3) proposals from Kimley-Horn and Associates; JBrown Professional Group, Inc., and Amarach Planning Services, LLC. The City's Selection Committee met on September 13, 2023, for the initial evaluation of the submitted proposals and all three proposers were selected to move forward with oral presentations. After oral presentations were held on September 25, 2023, the Selection Committee issued independent scoring on a weighted scale as follows:

Proposer Name and Office Location	Score
Kimley-Horn and Associates, Inc. Tallahassee, FL	**91.4**
Jbrown Professional Group, Inc. Gainesville, FL	**87.6**
Amarach Planning Services, LLC. Ocala, FL	**73.4**

Kimley-Horn and Associates, Inc. (Kimley-Horn) received the highest ranking with a score of 91.4 out of a possible 100.

The agreement with Kimley-Horn will commence upon full execution and with all work being completed on or before November 6, 2025. All work detailed in the Scope of Services will be assigned by individual Task Work Orders negotiated and approved by the City and Kimley-Horn.

FINDINGS AND CONCLUSIONS:

Staff recommends approval of the Agreement for Professional Planning Services with Kimley-Horn in an amount not to exceed $250,000.

FISCAL IMPACT:

Funding in the amount of $250,000 is available in account 001-016-061-515-51-31010.

PROCUREMENT REVIEW:

These services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This contract will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Table
- Deny

AGREEMENT FOR PROFESSIONAL PLANNING SERVICES – 2050 VISION

THIS AGREEMENT FOR CONTINUING PROFESSIONAL PLANNING SERVICES – 2050 VISION ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a foreign for-profit corporation duly organized in the state of North Carolina and authorized to do business in the state of Florida (EIN# 56-0885615) ("Consultant").

R E C I T A L S :

WHEREAS, the City has a need for professional planning services related to the development of the 2050 City of Ocala Master Plan ("2050 Vision"); and

WHEREAS, on July 25, 2023, City issued a Request for Proposals ("RFP") for the procurement of technical and professional planning services from qualified firms to lead the development of the 2050 City of Ocala Master Plan, RFP No.: GRM/230625 (the "Solicitation"); and

WHEREAS, after submission of a responsive proposal, Kimley-Horn and Associates, Inc., was selected as a finalist and awardee for the provision of said services to the City's Growth Management Department; and

WHEREAS, City desires to contract with Kimley-Horn and Associates, Inc. for the provision of technical and professional planning services for the development of the City's 2050 Vision based upon the terms and conditions set forth herein; and

WHEREAS, Kimley-Horn and Associates, Inc., desires to furnish such technical and professional planning services to City and represents to City that it has sufficient expertise and resources to enable it to provide such services and assistance to City.

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:

T E R M S O F A G R E E M E N T :

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. **CONTRACT DOCUMENTS**. The documents comprising the entire understanding between City and Consultant shall include only: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Consultant in response thereto (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any (collectively the "Contract Documents). The Contract Documents are incorporated herein by reference for all purposes. Any conflict between the terms of this Agreement and the Contract Documents shall be construed in favor of this Agreement and the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

   A. **Exhibits to Agreement**. The Exhibits to this Agreement are as follows:

      Exhibit A: **Scope of Services** (A-1 through A-10)

      Exhibit B: **Consultant's Price Proposal and Loaded Rate Sheet** (B-1)

      Exhibit C: **Consultant's Proposal** (C-1 through C-43)

3. **SCOPE OF SERVICES.** Consultant agrees to provide, in a good and professional manner, those professional planning services described **Exhibit A – Scope of Services** based on Task Work

Orders mutually negotiated by and between the City and Consultant for the Deliverables set forth therein (collectively referred to as the "Work"). All documents, work papers, maps, and study materials produced by Consultant in the performance of the Work shall become the property of City during and upon completion of the Work performed under this Agreement. Consultant shall perform all Work in accordance with the terms and conditions of this Agreement and any and all applicable regulations and requirements of all interested governmental agencies.

A. **Task Work Orders**. Consultant shall provide all Deliverables in the manner and within the timeframes set forth in the Task Work Orders negotiated by and between the City and Consultant for the Work.

   (1) Task work orders shall, at a minimum, set forth the : (a) scope of services for the individual project; (b) time for performance; (c) method and amount of compensation; (d) items to be provided to the City (the "Deliverables"); (e) material information regarding the Work to be performed; (f) data that must be provided by the City to Consultant; and (g) name and contact information for the City's Project Manager for the individual project.

   (2) City does not guarantee, warrant, or represent that any certain number of projects or any particular type of project will be assigned to Consultant under the terms of this Agreement.

   (3) City shall have the sole discretion to select the projects, if any, that may be given to the Consultant.

   (4) City shall have no obligation to reimburse Consultant for services rendered outside of the scope of this Agreement or any subsequently issued Task Work Order unless and until City has given written approval of the work and the reimbursement.

B. **Change of Scope of Consulting Services**. City may, at any time, make changes to the scope of the consulting services provided and associated technical provisions. Should any such change result in an increase or decrease in Consultant's quoted costs, upon Consultant's request and City's written authorization, an equitable adjustment shall be made in the contract price and a written amendment of said adjustment shall be made. Any claim by Consultant for an equitable adjustment shall be made in writing and delivered to City prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from City. Nothing in this subparagraph shall excuse Consultant from proceeding with performance of its obligations under this Agreement in accordance with the original terms and conditions contained herein and any approved changes.

C. **Ownership of Documents.** Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of City. Consultant may retain reproducible copies of such documents. Consultant agrees that any electronic documents provided to the Consultant by the City for the Consultant's use in the performance of the Work belong to and remain the property of the City. Consultant will not disseminate any such documents to third parties without the City's written approval and will not make use of any such documents in connection with rendering professional services for other clients. The City takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the Consultant is implied.

D. **Consultant to Cooperate.** Should City undertake or award any other contracts for work related to the services provided by Consultant hereunder, Consultant agrees to fully

cooperate with any such other consultants, employees, or independent contractors of City and to carefully fit its own work to conform with such additional work as may be necessary6 and as directed by City. Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or independent contractor of City or any employee of City.

E. **Use of Qualified Personnel**. Consultant shall utilize sufficient qualified personnel acceptable to the City to perform the Work under this Agreement. Consultant shall promptly remove any person from performing services as the City may request in writing and promptly replace such person with a person who shall be approved in writing by the City. Consultant agrees to include a similar provision in its agreements with any and all subconsultants.

F. **Standard of Care.** Consultant shall perform all Work in a timely, efficient, and cost-effective manner and in a manner that comports with the standards ordinarily exercised by reputable members of Consultant's profession. Consultant shall re-perform any services which fail to satisfy the foregoing standard of care at no additional cost to City. Consultant's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

4. **SCOPE OF CITY SUPPORT.** City agrees to perform the following acts in support of Consultant's performance under this Agreement:

   A. All existing information, data, reports and records owned or controlled by the City which are useful for carrying out the work on this project shall be furnished to Consultant in a timely manner.

   B. Timely review of, and provision of feedback regarding, Consultant work product.

   C. City shall appoint a Project Manager with respect to work to be performed under this Agreement. City's Project Manager shall have complete authority to transmit instructions, receive information, and interpret and define City's policies. Consultant shall be entitled to rely on representations made by Project Manager unless otherwise directed by the City in writing.

5. **CONTRACT TERM.** The term of this Agreement shall commence upon delivery of a fully executed copy of this Agreement and shall terminate automatically upon completion of the Work to be performed by Consultant and issuance of any final payment owed to Consultant by City. Notwithstanding the foregoing and absent written amendment executed by both parties, the term of this Agreement shall not extend beyond **NOVEMBER 6, 2025**. Consultant shall commence the Services under this Agreement on a date established by a Notice to Proceed issued by the City.

6. **COMPENSATION.** Consultant shall be compensated for services rendered in accordance with the terms and conditions of this Agreement on the basis of Consultant's rates as stated under **Exhibit B – Consultant's Loaded Rate Sheet**. The maximum aggregate compensation payable to Consultant for Services rendered under this Agreement shall be **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000)** (the "Maximum Limiting Amount"), inclusive of any and all direct costs, indirect costs, and reimbursable expenses. The maximum limiting amount established under this Agreement shall not be exceeded without the City's express written approval as verified by amendment or change order to this Agreement.

A. It is expressly understood that Consultant is not entitled to the total amount of Compensation referenced above. Rather, Compensation shall be based on satisfactory completion and delivery of the Work, up to the maximum limiting amount established herein.

B. Consultant shall submit invoices on no less than a once-monthly basis to the City Project Manager for those services satisfactorily performed and materials satisfactorily delivered. By submitting its invoice, Consultant certifies to City that: (1) Consultant has billed City for all services rendered by it and any of its consultants or subconsultants through the date of the invoice; (2) any reimbursable expenses present on the face of the invoice, if allowed, have been reasonably incurred by Consultant; and (3) the amount requested by Consultant is currently due and owing.

C. All invoices, reports, and other documentation submitted by Consultant shall include the City Contract Number, and assigned invoice number, and an invoice date. Consultant shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: **Jeff Shrum**, **201 SE 2nd Street, 2nd Floor, Ocala, Florida 34471**, E-mail: jshrum@ocalafl.gov.

D. Consultant invoices shall be sufficiently detailed and adequately describe the work accomplished. City reserves the right to request additional documentation to support the charges reflected. All completed tasks must be approved and agreed upon by the City Project Manager before payment will be authorized.

E. **Prompt Payment.** Invoices for consultant services are payable per City terms but shall not exceed federal regulations codified at 49 CFT 26.29 requiring payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the prime contractor.

F. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is invoiced and/or provided for under the terms of this 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 judgment at the highest rate allowed by law.

G. **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 this Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

H. **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 services or material required to fulfill Consultant's contractual obligations with the City, nor will Consultant be authorized to use City's Tax Exemption Number for securing materials listed herein.

7. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party (each a "Force Majeure" event). The party affected

by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by a force majeure event shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications to the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

C. Consultant performance shall be extended for a number of days equal to the duration of the force majeure event. Consultant shall be entitled to an extension of time only and, in no event, shall Consultant be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

8. **TERMINATION**. This Agreement may be terminated by either party for cause upon City or Consultant providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of Notices herein.

A. **City's Remedies Upon Consultant Default**. In the event of Consultant default under this Agreement City shall have the right, at City's option, to pursue any and all remedies available at law or equity, including, without limitation, the right to:

(1) terminate this Agreement without further notice;

(2) hire another consultant to complete the required work in accordance with the needs of City;

(3) recover from Consultant all damages, costs, and attorneys' fees arising from Consultant's default prior to termination; and

(4) recover from Consultant any actual excess costs by: (i) deduction from any unpaid balances owed to Consultant; or (ii) any other remedy as provided by law.

B. **Consultant's Opportunity to Cure Default**. City may, in its sole discretion, provide Consultant with an opportunity to cure the violations set forth in City's notice of default to Consultant. Consultant shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Consultant to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. Upon receipt of the City's Notice of Termination, Consultant shall immediately discontinue all work as directed in the Notice, provide notice to all subconsultants of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Consultant shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Consultant as permitted under this Agreement and approved by City.

D. **Delivery of Materials Upon Termination**. In the event of termination of this Agreement, for any reason prior to Consultant's satisfactory completion of all services, Consultant agrees to promptly provide to City, at no additional cost or expense, one (1) copy of any and all of the following items which may have been produced or created prior to and including the date of termination to City: data, specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda, and any other information, instrument, or materials (whether or not completed) that were generated or prepared by Consultant in rendering the Work described herein and not previously furnished to City by Consultant pursuant to this Agreement.

E. **Termination for Non-Funding**. In the event sufficient budgeted funds are not available or depleted, the City shall notify Consultant of such occurrence, and services shall terminate without penalty or expense to the City.

9. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Consultant's performance. Any such evaluation will become public record.

10. **CONTRACT FULFILLMENT.** Consultants who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.

11. **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.

12. **COMMERCIAL GENERAL 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 general liability insurance with limits not less than:

A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury;

B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations;

C. Policy must include coverage for contractual liability and independent contractors;

D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Consultant. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

13. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Consultant shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. 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. **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.**

14. **PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS INSURANCE COVERAGE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing - until the third anniversary of the expiration of this Agreement or the third anniversary of acceptance of work by City - professional liability or errors and omissions insurance coverage for wrongful acts in an amount not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) aggregate, exclusive of defense costs. It is recognized that this type of insurance is only available on a claims-made basis and additional insured endorsements are not available.

15. **MISCELLANEOUS INSURANCE PROVISIONS**.

    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 subconsultants, 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 subconsultant to commence work until all similarly required certificates and endorsements of the subconsultant 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.org.** 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 an 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 and Professional Liability policies.

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 vent 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.org.

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.

16. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Consultant or as prohibiting the City from acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

17. **PUBLIC RECORDS.** The Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the 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 the 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 the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Consultant keeps and maintains public records upon completion of the contract, the 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.

E. A contractor who fails to provide public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK, 110 SE WATULA AVENUE, OCALA FLORIDA 34471; TELEPHONE: 352-629-8266; E-MAIL: clerk@ocalafl.org.

18. **AUDIT.** Consultant agrees to maintain such financial and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. 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.
19. **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.
20. **PUBLIC ENTITY CRIMES.** As provided in Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
21. **DRUG FREE WORKPLACE CERTIFICATION.** If not already completed during the solicitation process, in compliance with section 287.087, Florida Statutes, Consultant shall, prior to the commencement of work under this Agreement, execute the City's Drug Free Workplace Certification and it shall thereafter be deemed to be included as part of this Agreement.
22. **NON-DISCRIMINATORY PRACTICES.** Consultant, for itself, its delegates, successors-in-interest, and assigns, and as part of the consideration hereof, does hereby covenant and agree that in the furnishing of Services to the City under this Agreement, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the basis of race, color, religion ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status. Consultant further covenants and agrees that it shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines and as such rules, regulations, or guidelines may from time to time be amended.

23. **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.
24. **INDEPENDENT CONTRACTOR STATUS**. City expressly acknowledges Consultant is an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Consultant performs hereunder.
25. **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**.**
26. **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.
27. **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 damages, claims, losses, costs, and expenses, including 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 negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term of this Agreement.
28. **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.
29. **NOTICES.** All notices required or permitted under this Agreement shall be given in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via electronic mail (as provided below) and

followed with delivery of a hard copy. All notices shall be addressed to the respective parties as follows:

If to Consultant:	Kimley-Horn and Associates, Inc. Attention: Erin Aathas 189 South Orange Avenue Orlando, Florida 32801 Phone: 407-898-1511 Email: florida.marketing@kimley-horn.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 Email: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

30. **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 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 billed by the attorney to the prevailing party.
31. **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.

32. **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.
33. **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.
34. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all who shall be bound by the provisions hereof.
35. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
36. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason 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.
37. **AMENDMENT**. No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
38. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
39. **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.
40. **ENTIRE AGREEMENT.** This Agreement, including those documents referenced in the Contract Documents section of this Agreement, constitute 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. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

41. **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

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

_____

_____
(Name of Authorized Signatory)

_____
(Title of Authorized Signatory)

TAB 5 SCOPE OF WORK

PHASE I: VISION MASTER PLAN AND COMPREHENSIVE PLAN UPDATE

DELIVERABLE 1A – VISION 2050

Task 1 – Project Orientation

The main purpose of this task is to establish a common background and understanding of the project and the City's current conditions. Task 1 includes the following subtasks:

Project Orientation

Kimley-Horn places a high value on the expertise and local knowledge provided by City staff. We anticipate the project kick-off meeting with key City staff to occur near the beginning of the project to confirm the desired direction, format, and procedures. Kimley-Horn will work with City staff and the City's project manager to schedule one (1) virtual "kick-off" meeting to establish communication protocols, identify the core project team and advisors from City staff, and establish an agenda. This will include setting the date and time of monthly conference calls review the project's progress and status. This session will allow us to ensure that key elements of the proposed deliverables are fully understood and agreed on before drafting begins.

City Government Interviews

As part of the project orientation, we can participate in one-on-one virtual "interviews" with members of the City Government including City Council, the City Manager's office, and with City Department Directors to gain a better understanding of what matters are most significant to the City's leadership. The interviews can also be co-scheduled with engagement meetings (Task3) if the meeting is preferred to occur in person. We will participate in up to (8) interviews. These early interviews help to establish critical success factors covering a range of issues from the measure of success for public involvement to leadership's vision for future growth and change.

Task 2 – 2035 Vision Implementation White Paper

Kimley-Horn will support City staff in an assessment of the Vision 2035 document. This task will result in a collaborative white paper that identifies the implementation status of the prior strategies, action plans and recommendations included in the 2035 Vision document as it relates to the major themes: neighborhood vitality, urban form and site design, open space, economic development, mobility, and community connectivity. The white paper will also address the findings from the public participation section of the 2035 Vision. Kimley-Horn will respond to one (1) round of consolidated comments from the City and update the white paper.

Task 3 – Equitable Engagement

Kimley-Horn recommends having a targeted outreach strategy to help solicit information that is most meaningful to the planning process, to understand gaps in the community as well as the strengths and assets. We recommend an equitable approach that gathers, processes, and responds to input from a representative cross-section of the community—not just the subsets of the community most likely to engage in a traditional outreach process. This approach engages residents including all who live in the City, business owners and operators, advocacy groups, interested parties such as businesses directly involved in real estate, adjacent local governments, City Council members, and staff throughout the City. Above all, our approach to engagement yields actionable input on par with the technical analysis that will be required for the development of both the Vision Plan and Comprehensive Plan. It is critical to understand the preferences of voters, gauge the willingness of the private market to build what community members envision, and communicate trade-offs to stakeholders.

Public Engagement Timeline

Our team will work with City staff to refine the Public Participation Strategy by clearly defining the goals of the public engagement effort which includes identifying issue such as:

- What groups are most affected, most influential, and most vocal?
- What barriers exist to different groups, including languages spoken, internet access, or time constraints, based on type of employment or stage of life?
- How do elected officials define success and what information from stakeholders do they view as key to informing their decision-making process?

Based on the information gathered, we will provide a more detailed timeline for public participation that identifies stakeholder groups, timing of involvement, and website platforms for engagement. Kimley-Horn will work with City staff to determine a variety of engagement methods as well as the sequence of project updates, public input opportunities, and presentations to the public.

We understand a significant population of the City's residents speak a language other than English at home, with the second most prevalent language being Spanish. Our team includes fluent Spanish speakers who are also trained planners who can participate in in-person engagements and translate materials. We have access to written translation for other languages used in the City, and we can also build on the City's relationships with community liaisons who can help build bridges to different linguistic and cultural groups.

Online Engagement (Website)

Kimley-Horn offers a wide variety of online tools that can be leveraged to maximize online participation and ensure there is representation by all. We can enhance web-based participation services by communicating geographic information or collecting geographic intelligence from the community through ArcGIS web-based platforms. We will work closely with the City to develop your goals for online engagement and participation to ensure we are using the right tools at the right time. Kimley-Horn's own planning professionals created two online platforms, **PublicCoordinate** and **KollabSpace**, that can be added as an additional service.

Kimley-Horn will develop a concept for overall look, organization of information, and functionality for a ArcGIS web-based project site. The site can be linked from a City website page. The site will be designed using a Content Management System (CMS) interface and will be structured to include a landing page with information about the project including a schedule and links to pertinent documents. The site will also include links to applications that will collect input from the user via interactive mapping or survey tools. The site will feature responsive functionality (for tablets and mobile devices) and will be designed to match project branding. Kimley-Horn will maintain the project site for the lifetime of the project.

Summit on the Future

We understand the importance of community-wide participation. Kimley-Horn recommends three (3) public visioning workshops, or Summits, for gaining input into the community's vision for future development. During these meetings, we will communicate the opportunities afforded by updating the Vision, policies, and updates to the City's Master Plan and provide a platform for residents and other stakeholders to share their vision for the future. The Summits can be topical or geographically themed. For example, the Mobility + Street Summit could be held at the Mary Sue Rich Community Center at Reed Place, and the Urban Form + Neighborhoods Summit could be held in historic Downtown during a First Friday event. These meetings should encourage interactive participation to envision the future of Ocala and should identify the City's assets and gaps in service. We hope to work closely with the City to meet people where they are and leverage existing community connections and channels of communication.

Outreach for these meetings can be conducted in Spanish and English with targeted invitations shared with underrepresented groups through existing channels of communication like local service providers, churches, and apartment complexes. The meeting will be held for up to (2) hours on a weekday, and the meetings may occur in the same day in different locations (i.e. one during business hours and one in evening hours). This task also includes the preparation of the presentation material including the meeting agenda, PowerPoint, visual exhibits and polling if desired.

Open Office Hours

During the days that the Summits are held, Kimley-Horn can provide "office hours" for those members of the community that may find they have conflicts at the time of the Summit meeting. Our staff can be made available for two (2) additional hours during standard office hours and can be found at the location of the Summit or at the City offices.

Site Visit

The first summit will be co-scheduled with a "windshield/handlebar" evaluation of the City's neighborhoods and districts which can be performed by Kimley-Horn independently based on City staff guidance, or with participation of City staff. The site visit will result in one (1) GIS-based map that includes areas of the City identified during the evaluation.

Leadership Focus Groups

We understand the Ocala Vision 2035 Plan was developed with the active support of a Leadership Group made up of key community members and leaders. Kimley-Horn proposes leveraging this Leadership Group to help with public outreach and overall visionary guidance for the Vision 2050 Plan development. Beyond the Citywide Summits, we are proposing up to four (4), two-hour, leadership focus group meetings that can be hosted for thematic goals dependent on supplemental input needed to fill the gaps of the Citywide input. We envision the Leadership Focus Group meetings to be co-scheduled with the City-wide Summits for logistic purposes. If for some reason the meetings cannot occur in-person, we can offer a virtual meeting option.

Independent Engagement

Kimley-Horn will develop framework for preparing City Staff to facilitate engagement events independently of Kimley-Horn, to supplement the overall engagement plan through the vision project. We will prepare staff with one (1) initial training that will encompass methods for engaging and educating the public, while soliciting meaningful input. Kimley-Horn will prepare one (1) PowerPoint presentation for staff to edit as needed for these independent engagement meetings.

City staff will be responsible for all in person and virtual meeting notification, securing a location and any required equipment for each meeting within this task.

Task 4 - Data Collection and Analysis

It is anticipated the data collection and analysis to update the City's Vision document will also be utilized towards the applicable sections of the Data Inventory and Analysis required to update the Comprehensive Plan. Kimley-Horn will assemble the data analysis necessary for transmittal and review of proposed comprehensive plan amendments by other agencies including the State of Florida. In addition to drafting the land use analysis, we anticipate incorporating analysis of transportation and infrastructure impacts prepared by respective City departments. Our team has the expertise and capacity to provide additional support in transportation and civil engineering concerns should the City require assistance with these additional services.

Kimley-Horn will conduct a Citywide assessment that analyzes changes in local conditions utilizing the following information in addition to our standard list of data collection performed during Data Inventory and Analysis:

- **Existing Plans Review.** We will review existing plans, studies, comprehensive plan policies, and land development regulations influencing future land use, housing, historic preservation, recreation, open space, and cultural arts, conservation, transportation, as well as infrastructure and capital improvements. The intent is to understand what is already in motion and the forces that influence growth and change.
- **Demographic Trends.** As a part of the community characteristics report, we will review demographic indicators under the umbrellas of the population (e.g., growth and minority status), housing and development (e.g., age of the structure, sales, building permits, and vulnerability), economy (e.g., employment status, income, tourism, and poverty status), and education (e.g., education attainment and school enrollment). Regional and national trends will also be noted.
- **Market and Economics.** Effective long-range planning requires a solid understanding of the economic dynamics. Our approach involves analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. We will synthesize these analytical factors to determine strengths, weaknesses, opportunities, and threats (SWOT). By understanding current and future market dynamics, we will craft recommendations that reconcile growth potential with needed public investments.

- **Natural and Built Environment.** Kimley-Horn can report natural and built environment characteristics through a storyboard approach with maps and exhibits. We will use ArcGIS to map and analyze physical features including environmental areas, green infrastructure, bodies of water, wetlands and floodplains, parks (and associate facilities), places of worship, parks, cultural resources, medical facilities, historic districts and sites, land uses, and zoning. Community facilities, such as utilities, schools, libraries, government offices, and fire, police, and rescue, will also be documented.

After analyzing the data, Kimley-Horn will summarize the findings by preparing initial drafts of the data and analysis for Deliverable 2, the Comprehensive Plan, to provide an efficient, streamlined approach for both deliverables. Kimley-Horn will respond to one (1) round of consolidated comments to the draft Data and Analysis document based upon City staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn. The City will be responsible for providing the data necessary for analysis.

Task 5 – 2050 Vision Plan

Kimley-Horn will document the results of the Vision tasks through a final deliverable that identifies the goals envisioned by the community during this process as well as the recommended strategies to implement these goals. The intent of the 2050 Vision document is to be user friendly for both City Government and for the community; we will deliver a complete graphic-forward document that is easy to navigate and understand. The 2050 Vision Plan will include the core sections, such as the executive summary and references, although more importantly the Vision will include the following components:

- **State of the City.** This section will recap findings regarding the current and emerging issues in Ocala as well as across the state that may impact the City in the next 30 years and will include a GIS map series that can also be utilized towards the Comprehensive Plan update.
- **City's Vision Statement.** The statement will be developed through the engagement process with the support of the data. This statement can take shape in many different ways, but it will surely be unique to the City of Ocala.
- **What We Heard.** This section will be a summary of the engagement efforts with the community, including input received through the website, the citywide summits and the leadership focus groups.
- **SCORE.** This section will host a discussion assessing the City's strengths, challenges, options, responsiveness, and effectiveness. The section will be split up into thematic subsections to align with the Comprehensive Plan development. Graphics such as asset mapping and scenario planning future assets will be included in this section of the document.
- **Action Plan.** This final section will include a list of action items divided by each thematic goal, as well as the responsible City department or community group, with timeline and identified funding sources. Our project team will provide insight into the opportunities available and the procedures required to obtain funding if required.

Kimley-Horn will provide City staff with a digital copy of the final 2050 Vision Plan with print-ready graphics in an accessible pdf format that can be viewed easily on the City's website. The digital copy shall not be protected or prevent future editing. All GIS maps and data (shapefiles) used to create the maps will be provided to the City. Kimley-Horn will revise the 2050 Vision Plan by addressing one (1) round of comments received at the presentation meeting.

Task 6 – Presentation of 2050 Vision Plan

Following completion of the Ocala Vision 2050 Plan, Kimley-Horn will provide support to City staff in presenting the final 2050 Vision Plan. We will help the City present the new Vision at one (1) in-person public meeting. City staff will be responsible for public notice and any other meeting logistics.

DELIVERABLE 1B – FINANCIAL ASSESSMENT OF 2050 VISION

In tandem with Deliverable 1A, the consultant will provide a financial assessment of 2050 Vision bringing a unique approach to analyzing the fiscal repercussions of the built fabric of the city. Economic modeling, scenario analysis, equity assessment, and public asset valuation can be used to capture the true value of redevelopment to show that Vision 2050 is grounded in reality. This will allow the City to better understand the current and future fiscal landscape of Ocala. The consultant will work to test a pre-defined number of scenarios to assess the land use, transportation, and capital improvements for each scenario.

Kimley-Horn will provide a draft of the financial assessment for City staff to review and provide comment. City staff shall collect comments from each reviewer and provide one consolidated set of comments to the consultant. The consultant will revise the document one (1) time and provide one (1) final draft to City staff.

DELIVERABLE 2 – COMPREHENSIVE PLAN UPDATE

The Comprehensive Plan Update will be targeted to those issues required to implement the goals of the 2050 Vision Plan. We understand the City of Ocala's Comprehensive Plan also needs to be reviewed and updated through a process that incorporates an assessment of the current policies, an analysis of existing conditions, community engagement, City staff input, as well as concepts laid out by elected and appointed officials. This approach will analyze and consider changes in Florida Statutes since the last Comprehensive Plan was adopted in 2021 as well as a review of correlated updates to the Land Development Code, removal of inconsistencies, and updates to references including use of terms and agencies or specific dates.

Kimley-Horn will collect and assess data and changes as part of Deliverable 1 - Vision 2050.

Task 1 – Evaluation of the Plan

Kimley-Horn will use the Vision Plan to identify gaps within the Comprehensive Plan that present barriers to the community vision. By combining this technical and community feedback, we will outline changes to the City's governing documents that address both visionary opportunities and practical concerns. An Evaluation and Appraisal Review (EAR) of the Comprehensive Plan was completed by City staff in 2019, followed by EAR-based amendments adopted by way of Ordinance 2021-20 by City Council on February 2, 2021. Therefore, a statutory review of the Comprehensive Plan is not required until 2026. That said, there are some significant changes in State legislation that have occurred since the City's last review in 2019. The City may want to incorporate these new statutes into this upcoming amendment, along with the recommendations of the Ocala 2050 Vision document. Most notably, this includes the new Live Local Act. The City will be responsible for providing the planning documents necessary for analysis.

Kimley-Horn will provide a draft of the plan evaluation in a list or spreadsheet format for City staff to review and provide comment. City staff shall collect comments from each reviewer and provide one consolidated set of comments to Kimley-Horn. Kimley-Horn will revise the plan evaluation document one (1) time and provide one (1) final draft of the evaluation to City staff.

Task 2 – Drafting Policy Updates

Based on the findings and recommendations of the Vision Plan, Kimley-Horn will begin drafting updated policies for the affected elements of the Comprehensive Plan based on the recommendations of the 2050 Vision Plan. It is best practice to begin with amendments to the Future Land Use element because these policies will guide policies for many of the other elements. Once the Future Land Use policies have been updated, we will provide a draft of the updated element to City staff so they may review the document and provide comments from each of the appropriate departments in a consolidated format. The comments will be addressed in a timely fashion, and a final draft of the Future Land Use element will be sent to staff for final review. We will then begin drafting the new and amended policies in each of the remaining, applicable elements as directed by the recommendations discussed in earlier tasks.

Kimley-Horn will not undertake an update to the City's water supply facilities master plan, sanitary sewer master plan, capital improvement plan, or similar studies as part of this assignment as these plans are on an annual or five-year update cycle, but we will incorporate them into the elements by reference if desired by the City.

Kimley-Horn will respond to one (1) round of consolidated comments to the draft elements based upon staff review. City staff shall provide direction on consolidation and resolution of conflicting comments prior to each new draft of proposed documents. The final deliverable will be provided to staff at least two months prior to the project completion date. Kimley-Horn will respond to one (1) round of consolidated comments to the Comprehensive Plan received at the transmittal hearings before the City transmits the plan to the Florida Department of Commerce. Kimley-Horn will respond to one (1) round of consolidated comments to the Comprehensive Plan received from the Florida Department of Commerce and other state and regional agencies.

Task 3 – Transmittal Hearings

Following completion of the updated Comprehensive Plan, Kimley-Horn will provide support to City staff in presenting the Comprehensive Plan updates. We will attend one (1) Planning & Zoning Board in-person public hearing and one (1) City Council in-person transmittal hearing. City staff will be responsible for public notice and other meeting logistics.

PROJECT SCHEDULE

DELIVERABLE	TASK	TASK NAME	MONTH OF COMPLETION		
			2023	*2024*	*2025*
1A – Vision 2050					
	1	Project Orientation	December		
	2	White Paper Analysis of Vision 2035		January	
	3	Equitable Engagement		Ongoing	
	4	Data and Analysis		March	
	5	Vision 2050 Document		May	
	6	Final Presentation		June	
1B – Financial Assessment of Vision 2050					
	1	Value Per Acre Economic Analysis & Scenario Planning		March - June	
2 – Comprehensive Plan Update					
	1	Evaluation of the Plan		April	
	2	Drafting Policy Updates		August	
		Map Series		March	
	3	Transmittal			October
		Adoption			December
Optional					
		Website and Survey Tool		Ongoing	

PHASE II: LAND DEVELOPMENT CODE AND SUBAREA PLANS

DELIVERABLE 3 – UNIFIED LAND DEVELOPMENT CODE (OPTIONAL)

Task 1: Blueprint to Success – Code Assessment

Issue Identification Memorandum

Kimley-Horn will evaluate Subpart B Land Development Regulation, referred to as the Unified Land Development Code (ULDC). Our multidisciplinary team is well-versed in writing and applying codes, and we will streamline the process with the intimate knowledge of our transportation specialists, engineers, landscape architects, and planners.

This initial visioning effort will address both conceptual and technical issues. We will use the new Vision and Comprehensive Plan to identify gaps within the code that present barriers to the community vision. We also anticipate meeting with focus groups including representatives of professional groups that can provide direct feedback about concerns with the current regulations. These can be supplemented, if needed, by allocation of additional focus group meetings identified in the additional engagement task. By combining this technical and community feedback, we will outline changes to the City's governing documents that address both visionary opportunities and practical concerns.

Technical Analysis and Evaluation

We value staff input given your deep understanding of the existing code including its benefits and flaws. You are the stakeholders who will ultimately use and interpret the code standards. We will work with you to identify the level of desired change in each element of the existing code. To do this, we use a "Change Matrix" to identify the level of change, from tweak to complete rewrite, for each Article and major subsection as appropriate.

We will also employ our experience working with innovative Land Development Code updates across Florida to evaluate opportunities, deficiencies, and needs for the rewrite. Our team includes several LEED Accredited professionals representing expertise in building efficiency, landscapes, and planning who can help evaluate adopted certification requirements, identify barriers or conflicts with respect to green-building techniques, and suggest green-building techniques that are ready for broad adoption even for non-certified buildings.

The Kimley-Horn team will document our review of the City's LDC and prepare an Issues Identification Matrix in spreadsheet format providing:

- Written evaluation of the current Code and Land Development Regulations
- Review of key community goals for change to the LDC based on vision plan and annotated outline
- Recommendations based on the consistency analysis and recommended best practices from similar communities in an appendix that includes supporting information and examples from other areas, as appropriate

Annotated Outline

Kimley-Horn will prepare an annotated outline based on the review Matrix and comments received from City staff. The annotated outline will identify the form, contents, and structure of the updated LDC for review and comment before drafting begins. This information will serve as the foundation for the updated ordinance and respective standards. The annotated outline will also identify potential formatting and approaches to certain sections of the LDC, including recommendations for sub-districts of application, including downtown/form- based code provisions, and is envisioned to include:

Summary of Proposed Table of Contents:

- The proposed chapter names and sequence of the LDC
- The anticipated key section titles for each chapter

- The proposed text numbering scheme and appearance
- A detailed example of the proposed page layout and text nesting scheme which will carry forward one or two agreed upon sections of the current regulations that are not in need of substantive modification
- An example of the proposed summary table structure

Presentation of Blueprint

Kimley-Horn will review the elements of the Blueprint for the new code including the Issues Identification Matrix and Annotated Table of Contents with City staff and present the findings to the City's leadership in a workshop as identified on the following page.

Task 2: Cracking the Code – Code Development

Initial Draft Code

Our team has experience drafting form-based, hybrid, and conventional land development code in a variety of urban and suburban contexts. Based on the Vision developed in Phase I, we can develop standards that meet any goals identified which could include supporting sustainable development, enabling active transportation, putting "eyes on the street," and enabling a variety of housing and business types. Recent updates we have engaged in have included focused updates to parking, arbor regulations, sustainable landscape standards, missing middle housing, and mixed-use development standards.

This task builds off the Blueprint to create the initial code and related illustrative and regulatory graphics. The result of this stage will be a full draft code ready for review by City staff. The City shall provide direction on consolidation and resolution of conflicting comments prior to each new draft of proposed documents.

Stress Testing

Our Kimley-Horn network includes team members who work in both the public and private sectors. This enables us to stress test the code by taking a "private sector" perspective. Given the size of our statewide and national team, we also have the ability to create a "red
team" consisting of staff who were not involved in drafting the code to identify test development types against the proposed language. Our diverse staff include members with architectural training, engineers, and landscape architects who participate in a wide variety of private sector projects.

Subsequent LDC Drafts

Kimley-Horn will prepare revisions of the proposed code based on City directed comments and efforts (assumed to reflect community comments and City Council direction). We have anticipated the following subsequent drafts with appropriate revisions based on input from internal and external stakeholders. City staff shall provide direction on consolidation and resolution of conflicting comments prior to each

Zoning Map for Public Review

Kimley-Horn will provide a version of the proposed zoning changes in an easily accessible web-based format for public review and as a Citywide printable format. This will enable stakeholders to focus on the map at the scale they find most useful whether viewing their own property or getting an understanding of the big picture.

Subsequent Zoning Map Drafts

Kimley-Horn will prepare revised versions of the proposed Zoning Map based on City directed comments (assumed to reflect community comments and City Council direction). We have anticipated the following subsequent drafts with appropriate revisions based on input from internal and external stakeholders.

Council/Board Workshops Draft	Public Hearing Draft	Adopted Zoning Map

Task 4: Additional – Engagement + Facilitation

Public Engagement

Subsequent to the engagement described in Phase I, Kimley-Horn anticipates the following additional in-person public engagement opportunities during the Land Development Code Update:

- **Focused Stakeholder Groups.** We have identified the opportunity for additional focused stakeholder meetings to specifically generate feedback on the Land Development Code changes. We anticipate a typical day would accommodate up to three (3) meetings, although, schedule permitting, more might be accommodated.
- **Communitywide Meeting.** Kimley-Horn will hold a meeting to publicly present the draft of the Land Development Code and provide structured opportunities for participants to provide feedback.
- **Online Distribution.** Following staff review, all documents will be made available digitally for upload to the City's website, and Kimley- Horn will provide period content appropriate for social media distribution consistent with the Public Participation Strategy developed as part of Deliverable 1. Kimley-Horn also recommends the City video record public presentations and work sessions for distribution on the City's YouTube channel and create a dedicated playlist to allow access for stakeholders who cannot attend in person.
- **Implementation Plan.** Kimley-Horn will draft and design one double-sided or tri-fold handout for the Land Development Code updates to help the public and stakeholder understand the implications of the newly adopted standards and policies. Kimley-Horn will provide an executive summary in PowerPoint format summarizing the changes to the aforementioned documents in accessible language for use by City staff.

DELIVERABLE 4 – SUBAREA PLANS (OPTIONAL)

Depending on the needs and desires of the community, the Subarea Plans can dive deeper into specific issues around land use, transportation, recreation and open space, or even historic preservation and urban design. For example, Tuscawilla's Subarea Plan may include a more robust discussion around historic preservation, as the buildings in that primarily residential neighborhood embody a period when Ocala functioned as a bustling central hub for much of Central Florida. West Ocala's Subarea Plan will likely focus on the more auto- dominant SR 40 as a primary gateway to the heart of Ocala that is well-posed for revitalization, infill, and reuse. We will work closely with the City to craft plans that resonate with the community, reflect their priorities, and select impactful catalytic projects and/or sites for each Subarea.

Each Subarea Plan's work plan and schedule will be tailored to meet the needs of the community. A typical

work plan could include the following:

- Project kick-off to identify and discuss opportunities, constraints, project goals, and engagement methods.
- Inventory and Needs Report that includes a quantitative and qualitative inventory of neighborhood assets and existing conditions including the creation of visualizations to support the report and the review of the Community Redevelopment Agreement, if applicable, for potential incorporation.
- Public engagement to be developed with staff to meet the needs of the community. This could include a community survey, interviews, pop up events, visioning workshop, or other methods depending on the desire to have a more robust and intimate engagement process at this stage.
- Final Subarea Plan to be developed based on the information, input, and assessments gathered in the previously mentioned tasks. The
  Subarea Plan will include specific actions and a phasing plan to implement the recommendations within the plan.

TAB 6 PROJECT COST

Kimley-Horn will perform the services described in Deliverables 1 and 2 for the not to exceed cost of $163,000 based on staff hours and schedule of professional fees. An additional $12,000 has been allocated for an optional website and maintenance. It is understood the fees provided below are for budget purposes only and may be adjusted within each task providing the total fee is not exceeded.

TASK	FEE
Deliverable 1A – 2050Vision	**$98,000**
White Paper Analysis of 2035 Vision Plan (+ Project Orientation)	$8,000
Citywide Summits (3 meetings + Office Hours + Site Visit)	$18,000
Leadership Focus Groups (4 meetings + Independent Engagement)	$12,000
Data Collection and Analysis of Current Conditions (+ Deliverable 2 DIA)	$30,000
2050 Vision Plan	$25,000
Final Presentation	$5,000
Deliverable 1B – Financial Assessment of Vision 2050	**$75,000**
Deliverable 2 – Comprehensive Plan Update based on Vision 2050	**$65,000**
Plan Evaluation	$5,000
Policy Drafting	$42,000
Map Series	$6,000
Planning & Zoning Board and Final Document	$12,000
Website and Survey Tool	**$12,000**
Total	**$250,000**
Optional Tasks	
Deliverable 3 - Unified Land Development Code based on 2050 Vision	TBD see rates
Deliverable 4 – Subarea Plans	TBD see rates

Below we have provided fully loaded hourly rates for tasks that lack a definable work product.

ROLE	HOURLY RATE
Analyst	$128.00
Designer	$154.00
Professional	$179.00
Senior Professional	$221.00
Project Manager	$258.00
Principal	$325.00

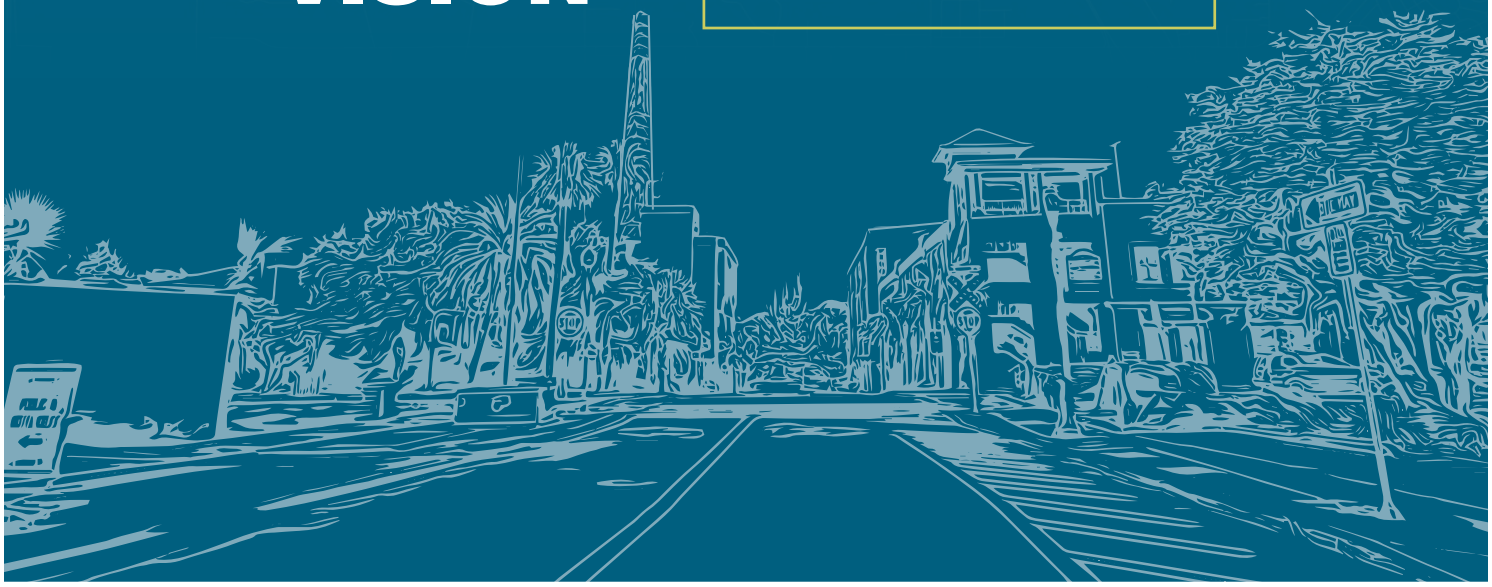
CITY OF OCALA

INVITATION TO NEGOTIATE - RFP#: GRM/230625

PROFESSIONAL URBAN PLANNING CONSULTING SERVICES

2050 VISION

MASTER PLAN UPDATE



Kimley-Horn and Associates, Inc.
2619 Centennial Boulevard
Suite 200
Tallahassee, FL 32308

CONTACT
Alessandria `Ali' Palmer
850.553.3528
Ali.Palmer@kimley-horn.com

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COVER LETTER/LETTER OF INTEREST

TAB 1



Kimley»Horn

Expect More. Experience Better.

TAB 1 COVER LETTER/ LETTER OF INTEREST

August 22, 2023

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

RE: RFP#: GRM/230625 Professional Planning Consulting Services

Dear Members of the Selection Committee:

We understand the City of Ocala established a community-centered Vision plan which has driven realistic, transformative action. Recognizing that Vision 2035 has served its purpose, the City is requesting an update to better align with Ocala's Vision for 2050. Ocala and surrounding areas have experienced continued growth and development—with great success from the City's hospitality and recreational ventures. As your consultant, we understand maintaining and improving this quality of life is essential for your residents and visitors. We must ensure Ocala maintains a thriving culture of the arts, local history is preserved in place, and the City continues to be a safe and sustainable community. As long-time members of the Ocala community and specialists in the field of community planning, we are committed to Ocala Vision 2050 and updating the Comprehensive Plan. Our team brings the following benefits to the City:

A Trusted Partner. Kimley-Horn has had the privilege of partnering with the City of Ocala for over 20 years. We understand Ocala's distinctive character and the challenges you face. We have witnessed positive changes, but we recognize the outstanding challenges—from a lack of mixed-use development to roadways forming physical barriers that divide the City.

Unparalleled Experience. Our team has a history of delivering similar projects in communities of all shapes and sizes. Our core team have guided communities through the visioning process in Edgewater and Palm Springs, Florida. We have reviewed, updated, and developed comprehensive plans in communities such as Putnam County, Sebastian, Oakland Park, and Crestview, as well as a number of municipalities with a growing need for improved infrastructure. We have also developed and updated land development codes in Orange and Seminole County as well as in smaller jurisdictions like Indian River Shores.

A Tailored Approach. We're not testing a process—we're tailoring it to a City we know very well. Our approach ensures your community's voice permeates the planning process and sets the stage for the goals and objectives of the plan. Our team is comprised of engagement specialists who will create a customized strategy that reaches people in meaningful ways, including traditional meetings, meet-and-greets at local events, focus group sessions, and online surveys. We have intentionally assembled a team that specializes in community engagement across the board, and these partners are locally recognized for their engagement work throughout Florida.

Kimley-Horn shares your vision for a bright and economically sustainable future. We sincerely appreciate your consideration of our team, and we look forward to providing your community with planning services that make Ocala an even greater place to live, work, and play.

Very truly yours,
Kimley-Horn and Associates, Inc.

Alessandria 'Ali' Palmer
Project Manager

Richard Busche, P.E.
Authorized Representative

Note:

1. *As a Senior Vice President of the firm, Richard Busche is fully authorized to contract on behalf of Kimley-Horn.*
2. *Please direct all questions regarding this proposal to Richard Busche. His physical/mailing address is **1700 SE 17th Street, Suite 200, Ocala, FL 34471**. His email address is **Richard.Busche@kimley-horn.com***

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Kimley»Horn

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

TAB 2



Kimley»Horn

Expect More. Experience Better.

TAB 2 PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

1. ORGANIZATIONAL CHART

CITY OF **OCALA**



Project Manager
Alessandria 'Ali' Palmer



QA/QC
Amber Gartner, P.E.



Deputy Project Manager
Eliza Juliano, CNU-A

VISIONING AND ENGAGEMENT

Alessandria 'Ali' Palmer
Eliza Juliano, CNU-A
Angela Coullias
Hadley Peterson, AICP
Lindsay Slautterback, AICP

COMPREHENSIVE PLAN

Future Land Use
Alessandria 'Ali' Palmer
Hadley Peterson, AICP
Eliza Juliano, CNU-A

Housing
Alessandria 'Ali' Palmer
Hadley Peterson, AICP

Recreation, Open Space, and Cultural Arts
Lindsay Slautterback, AICP
Hadley Peterson, AICP

Conservation
Lindsay Slautterback, AICP
Steven Brighton

Transportation
Amber Gartner, P.E.
Lindsay Slautterback, AICP
Eliza Juliano, CNU-A

Infrastructure and Capital Improvements
Alan Garri, P.E.
Richard Busche, P.E.
Stewart Hill, P.E.

SPECIALISTS

Historic Preservation
Blair Knighting, AICP

Economic Development
Jessica Rossi, AICP

Resilience and Sustainability
Macy Falcon, AICP, CFM
Angela Coullias

Demographics
William Roll, AICP, CNU-A

Main Street
Laura Cicone

Geographical Information Systems (GIS)
Amber Crane

The staff identified above are qualified to develop the Unified Land Development Code and the Subarea Plans.

2. RESUMES OF KEY PERSONNEL

Resumes begin on the following page. **Per the RFP, these pages do not count toward the 20-page limit.**



Alessandria 'Ali' Palmer

Project Manager

Ali has more than 19 years of planning experience and has worked on both long-range and current planning projects throughout Florida. She has experience working with government agencies facilitating vision studies, evaluation and appraisal reports, data and inventory analysis, public engagement plans, policy drafting and consensus, and transmittal and certification of these efforts. She routinely coordinates and conducts public meetings and presentations as well as engagement and visioning charrettes. In addition to comprehensive planning, Ali's work includes land development code updates, community redevelopment area master plans, small area planning, art and culture plans, master planning, design guidelines, and historic preservation districts. She is a public hearing veteran with experience in both judicial and quasi-judicial hearing procedures, and she regularly appears before elected bodies and planning boards in addition to serving as an expert witness with respect to land use planning and zoning issues.

Professional Credentials

- Master, Urban and Regional Planning, Florida Atlantic University
- Bachelor of Science, Social and Political Science, Florida State University
- Florida Chapter of the APA, Vice President of Section Affairs
- American Planning Association (APA) Florida Chapter, Capital Area Section Vice Chair
- Congress for the New Urbanism (CNU), Florida Summit Committee Member
- Knight Creative Communities Institute, Community Catalyst
- Urban Land Institute (ULI), UrbanPlan Facilitator

Special Qualifications

- Over 19 years of community planning experience in Florida practicing current and long-range planning including policy, comprehensive planning, current planning/zoning and development
- Wide-ranging experience working with local government, community redevelopment agencies, economic development councils, and private-public partnerships
- Community storyteller practiced in engagement, visioning, data collection, plan evaluation and analysis, policy drafting, and statutory compliance

RELEVANT EXPERIENCE

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Manager. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions and provide supporting data for the second phase which will plan for the desired future of Oakland Park. This phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Visioning, Comprehensive Plan, and LDR Revisions, Palm Springs, FL — Project Planner. Kimley-Horn assisted the Village of Palm Springs in the complete revision of its Comprehensive Plan, including associated Future Land Use and Zoning Maps, as well as leading the Visioning process. Services also included an effort to identify a "vision" for the Village and its future redevelopment and economic growth in the area outside the "Historic Village." Kimley-Horn completed the visioning process including the preparation of redevelopment scenario graphics that illustrate the preferred vision.

EAR and Comprehensive Plan Update, Crestview, FL — Project Manager. Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies.

Land Development Code Update, Indian River Shores, FL — Project Manager. Kimley-Horn is completing LDC updates to be consistent with the current Comprehensive Plan as well as State and Agency requirements. Tasks include project kick-off and input meetings, data analysis and consistency review, an amendment matrix, draft updated text of the LDC, public workshops, and Town council adoption hearings.

City Center Small Area Plan, Port St. Lucie, FL — Project Manager. Working with the City's Community Redevelopment Agency (CRA) to explore initiatives that would result in a Small Area Plan document for the City Center encompassing the overall vision of City governing literature as well as a detailed narrative and illustrative concept plan. The goal of the Small Area Plan is to provide a guide that will support the lasting redevelopment of the property known as City Center. Tasks include the composing a condition and needs report, creation of a web-based survey created on the MetroQuest platform and live public input meetings through virtual platforms.

Kimley»Horn



Eliza Juliano, CNU-A

Deputy Project Manager

Eliza has more than 17 years of experience engaging in a wide variety of planning and design projects ranging from new communities to form-based coding to multimodal transportation. A key focus of her work is improving the relationship between urban design and multimodal transportation to improve sustainability and quality of life. Eliza is engaged in advocacy and leadership on smart growth issues on a local and national level. She has led numerous vision studies and comprehensive plans in the Central Florida region, serving clients such as Orange and Seminole Counties.

Professional Credentials

- Master, Urban Planning, Harvard University
- Bachelor of Arts, Biochemistry, Harvard University
- Congress for the New Urbanism Accredited (CNU-A)
- Congress for the New Urbanism, National Board Chair 2018, Orlando Coordinator

Special Qualifications

- Community planner with over 17 years of experience
- Engaged in a wide variety of planning and design projects ranging from new communities to form-based codes and multimodal transportation
- Focuses on improving the relationship between urban design and multimodal transportation to improve sustainability and quality of life
- Engaged in advocacy and leadership on smart growth issues locally and nationally

RELEVANT EXPERIENCE

Orange Code and Vision 2050, Orange County, FL — Project Planner. Leading a consultant team in a comprehensive update of Orange County's Zoning and Land Development Code which includes a major streamlining effort and the introduction of sustainable and form-based elements which have the potential to significantly change the future of Orange County. Our team has also been assisting County staff with planning and public engagement on a concurrent overhaul of the County's comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

Envision Seminole 2045 and LDC Update, Seminole County, FL— Project Planner. Worked with Seminole County on a targeted update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates include reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. In parallel to this effort, the team is engaged the community in a 20-year vision plan that will guide the next update to the comprehensive plan to reflect the community's desires and anticipate needs through 2045.

Downtown Vision Plan and CRA Plan Update, Edgewater, FL — Project Manager. Kimley-Horn is working with City staff through a variety of visioning outreach engagement workshops and interviews will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the CRA Plan.

Comprehensive Plan and Land Development Code Update, Titusville, FL — Project Manager. Kimley-Horn is collaboratively working with City staff and community stakeholders to assess and provide recommendations on implementing new development standards in correlation to the Titusville Tomorrow Vision Plan that the same team developed in 2015. The planning process includes several stakeholder workshops, mapping exercises, and design renderings.

Titusville Tomorrow, Titusville, FL — Project Manager. Completed with her previous firm, this project included the development of a Community Vision and Comprehensive Plan update for a city of 45,000 people including downtown revitalization strategies, waterfront planning, corridor branding, and multimodal policy. Worked collaboratively with Titusville's City staff and community stakeholders to develop a vision for the future and an approach to restructuring the City's Comprehensive Plan, both of which were unanimously accepted by City Council. The process included a series of stakeholder workshops that allowed community members to express their concerns and explore opportunities. Upon the conclusion of the public workshops, a clear vision emerged that focused on three key elements: growing downtown, activating and protecting the waterfront, and enhancing the City's gateway corridors. Partnered with City staff to align the City's Comprehensive Plan with the goals laid out in the vision. The update used an integrated, cross-disciplinary approach to plan for vibrant, efficient mixed-use places. The result was a significantly restructured Comprehensive Plan with a dedicated element for "Places," a unified matrix of implementation strategies, and a proposed future land use map simplified to enable mixed use places and targeted redevelopment.

Kimley»Horn

LPPL39056.2023



Angela Coullias

Visioning and Engagement; Unified Land Development Code, Subarea Plans

Angela has over a decade of professional design and planning experience with a focus and passion for urban design, walkability, and sustainability. She loves to explore and utilize innovative planning and stakeholder engagement tools to help shape the future of communities. Her professional design and planning experience in public and private sectors includes various project work, including comprehensive planning, community vision plans, higher education campus master plans, public engagement, multimodal planning, GIS analysis, and other technical/graphical support for various agencies. Angela understands that there is a multitude of elements and layers that encompass a prosperous community and its surrounding region. She also understands the importance of each of those elements and how they work cohesively, ultimately improving the quality of life and the longevity of a region, city, neighborhood, or campus.

Professional Credentials

- Master of Urban and Regional Planning, University of Florida
- Bachelor of Design, Architecture, University of Florida
- American Planning Association (APA), Member
- Congress for the New Urbanism (CNU), Member

Special Qualifications

- Over 11 years of experience between planning and urban design, both in public and private sectors
- Has been engaged as a project management and senior planner on a variety of master plans throughout the southeast U.S.
- Experience in project management, urban design, site planning, policy research and implementation, and public engage

RELEVANT EXPERIENCE

Orange Code and Vision 2050, Orange County, FL — Project Planner. This project entails a comprehensive update of Orange County's Zoning and Land Development Code which includes a major streamlining effort and the introduction of sustainable and form-based elements which have the potential to significantly change the future of Orange County. Our team has also assisted County staff with planning and public engagement on a concurrent overhaul of the County comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

Envision Seminole 2045 and Land Development Code Update, Seminole County, FL — Project Manager and Senior Planner. Working with Seminole County on a targeted update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates include reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. In parallel to this effort, the team is engaging the community in a 20-year vision plan that will guide the next update to the comprehensive plan to reflect the community's desires and anticipate needs through 2045.

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Comprehensive Plan and Land Development Code Update, Titusville, FL — Project Manager. Collaboratively working with City staff and community stakeholders to assess and provide recommendations on implementing new development standards in correlation to the Titusville Tomorrow Vision Plan the same team developed in 2015. The planning process includes several stakeholder workshops, mapping exercises and design renderings.

Sustanee Community, Orange County, FL — Senior Planner. Providing consulting and design services for an environmentally focused large-scale master planned community in East Orange County within close proximity to the University of Central Florida. The project site is approximately 1,400 acres that includes around 2,000 dwelling units, focused on multimodal connectivity, eco-education, and sustainable design practices.

Kimley»Horn



Hadley Peterson, AICP

Visioning and Engagement; Comprehensive Plan: Unified Land Development Code

Hadley is a bilingual planning professional with five years of urban planning and design experience in public, private, and non-profit sectors. Her work aims to co-create engagement processes, planning policies, and tactical interventions with communities to build a shared future. She has a passion for sustainable and equitable urban planning and design, and her experience ranges from developing form-based code to county-wide comprehensive planning and streetscape design to housing solutions.

Professional Credentials

- Masters of Urban and Regional Planning, Florida State University
- Bachelor of of International Studies and Spanish Linguistics, Florida State University
- American Institute of Certified Planners, #35325

Special Qualifications

- Bilingual professional with five years of urban planning and design experience
- Creates engagement processes, planning policies, and tactical interventions within communities
- Experience ranges from developing form-based code to county-wide comprehensive planning and streetscape design to housing solutions

RELEVANT EXPERIENCE

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Land Development Code Update, Indian River Shores, FL— Project Planner. Under a continuing engineering services contract with the Town of Indian River Shores, Kimley-Horn is completing land development code updates to be consistent with the current Comprehensive Plan, as well as State and Agency requirements. The Town last amended its Comprehensive Plan in 2021 after transmittal to the Department of Economic Opportunity. The Land Development Code (LDC) was originally codified in 2016 by way of Ordinance Number 522 on June 16, 2016. Tasks include project kick-off and input meetings, data analysis and consistency review, an ammendment matrix, draft updated text of the LDC, public workshops, and Town council adoption hearings.

Comprehensive Plan and Land Development Code Update, Jacksonville Beach, FL — Project Planner. Kimley-Horn is working to identify data and information needs for the update of both the City's Comprehensive Plan and LDC. This includes preparation of a desktop audit and assessment of the City's Land Development Code, 2030 Comprehensive Plan, City Charter, and other related documents specifically identifying those areas to be addressed as part of the update. Outreach efforts include City-facilitated workshops, updates to the project website, and a project outreach and walkabout tour. The team is working to identify and address inconsistencies, duplications, strengths, weaknesses, emerging/missing land use categories, as well as ways to make the Comprehensive Plan more effective and user-friendly. Kimley-Horn will update both documents with input gathered from the workshops.

EAR and Comprehensive Plan Update, Crestview, FL — Project Planner. Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies. These tasks are coupled with stakeholder engagement with City Council to ensure that community values are upheld, and consensus is reached.

Kimley»Horn



Lindsay Slautterback, AICP

Visioning and Engagement; Comprehensive Plan: Recreation, Open Space, and Cultural Arts, Conservation, Transportation

Lindsay is a planner with experience in a variety of areas, most notably environmental and transportation services. She has significant experience in materials development and coordination of public engagement events. She is experienced in ArcGIS software. She provides technical support for projects that involve multimodal improvements to existing and planned transportation networks. Notable projects that Lindsay has assisted with include the Tallahassee-Leon County Bicycle and Pedestrian Master Plan, the Southwest Area Transportation Plan, Connections 2045 Regional Mobility Plan, and the Midtown Area Transportation Plan.

Professional Credentials

- Master of Science, Planning, Florida State University
- Bachelor of Science, International Affairs & Environmental Studies, Florida State University
- American Institute of Certified Planners, #31951

Special Qualifications

- Over six years of experience with environmental and transportation services
- Experience with public events coordination and ArcGIS software
- Experience providing technical support for projects that involve multimodal improvements to existing and planned transportation networks

RELEVANT EXPERIENCE

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Visioning, Comprehensive Plan, and LDR Revisions, Palm Springs, FL — Project Planner. Kimley-Horn assisted the Village of Palm Springs in the complete revision of its Comprehensive Plan, including associated Future Land Use and Zoning Maps, as well as leading the Visioning process. Services also included an effort to identify a "vision" for the Village and its future redevelopment and economic growth in the area outside the "Historic Village." Utilizing the Village's visioning effort from 2022, Kimley-Horn completed the visioning process, including the preparation of redevelopment scenario graphics that illustrate the preferred vision. We also provided market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses in the Vision.

Ocala-Marion County TPO Regional Trail Corridor and Supportive Facility Plan, Ocala, FL — Project Planner. The Ocala-Marion County TPO is developing a world class multi-use trail system for its citizens that will provide transportation options, recreational opportunities, and economic development for generations to come. Kimley-Horn was retained to identify and plan regional connections to advance the overall bicycle and pedestrian network by connecting to municipalities, community developments, and the County. This project also determined regional applications for trailheads and connections to major activity centers, employment centers, and other points of interest like parks and open spaces. The Plan resulted in guidance that establishes how all subsequent multi-use trails will be built and implemented in the future.

Bicycle and Pedestrian Master Plan, Tallahassee, FL — Project Planner. Kimley-Horn completed the update to the Tallahassee-Leon County Bicycle and Pedestrian Master Plan, which included a strong focus on existing conditions and what those conditions mean for encouraging cycling and walking, public input focused in key areas of the community, and prioritizing projects that will be help make better east/west and north/south connections within Leon County. A robust GIS analysis was completed to determine the Bicycle Comfort Level on every road within the County. This innovative methodology utilized FDOT and Tallahassee-Leon County data to arrive at cyclist levels of comfort on the roadway system. This allowed the project team to strategically identify routes with viable facilities and to specifically identify where roadway improvements will have a positive impact on the study area's bike network. Project analyst assisted with data collection, GIS analysis, public engagement coordination and implementation, and plan and recommendation development.

Kimley»Horn



Steven Brighton

Comprehensive Plan: Conservation

Steven is an Environmental Scientist with seven years of experience in natural resource assessment and listed species surveys working on both public and private sector projects, including environmental restoration, trails, roadways, bridge replacements, utilities, solar, residential developments, and shoreline cleanup and assessment. Steven's experience includes wetland delineation, wetland functional assessment, wetland restoration planning and monitoring, listed species surveys and permitting, Environmental Resource Permits (ERP), State 404 ERPs, city and county level wetland permitting, stream assessment, habitat assessment, listed species surveys, U.S. Fish and Wildlife Service Incidental Take Permits (ITP), Florida Fish and Wildlife Conservation Commission ITPs, technical writing, and ArcGIS.

Professional Credentials

- Bachelor of Science, Environmental Management, University of West Florida
- Florida Association of Environmental Professionals, Treasure Coast Chapter, Member

Special Qualifications

- Extensive experience with GIS mapping/spatial analysis and aerial interpretation
- Experience with LAP coordination and Categorical Exclusion Permitting
- Experience with Gopher Tortoise Surveys and Relocation
- Extensive experience with endangered species surveying including: scrub-jays, gopher tortoises, eagles, sandhill cranes, sand skinks, seagrass, sea turtle nests, and wood storks

RELEVANT EXPERIENCE

SE 132 Street, Marion County, FL — Environmental Scientist. Steven conducted habitat and wetland mapping along the corridor as well as surveys for gopher tortoises, scrub-jays, and sand skinks for a utility line to be placed along this roadway in Marion County.

Miami River Development, Miami, FL — Environmental Scientist. Steven conducted site assessments, including vegetative and endangered species surveys for this proposed mixed-use development along the Miami River. The Miami River project is planned to cover a three-block area that will be bordered by the Miami River, SW 7th Street, SW 3rd Avenue and SW 2nd Avenue in Downtown Miami, right off of I-95. The master plan is broken in to five phases, which will include two 58-story towers, two 60-story towers, and two three-story structures connected by walkways at the 2nd, 3rd, and 9th level. The proposed master plan outlines a mixed-used development consisting of commercial, office, lodging, entertainment, and residential spaces.

Sun Trail, Port St. Lucie, FL — Environmental Scientist. Steven conducted habitat and wetland mapping, as well as endangered species surveys (gopher tortoise, bald eagle, red-cockaded woodpeckers) for a proposed pedestrian/bike trail through Savannas Preserve State Park.

Turnpike Spur and Heft, Miami-Dade County, FL — Environmental Scientist. Steven conducted bonneted bat survey along the project corridor and prepared a memo for US Fish and Wildlife detailing our findings.

North Palm Springs, Miami-Dade County, FL — Environmental Scientist. Steven conducted habitat mapping and endangered species surveying, including wood storks, eagles and eagle nests. Prepared wood stork foraging analysis to determine necessary mitigation required for federal agencies.

Hollywood LAP Coordination, Broward County, FL — Environmental Scientist. Steven surveyed the project corridor for endangered species, wetlands, cultural resources, and potential contamination sites. Completed Categorical Exclusion permitting through the FDOT.

CR 2006, Flagler County, FL — Environmental Scientist. Steven conducted a site visit to delineate wetlands and survey for endangered species. Also performed habitat and wetland mapping for this road widening and repaving project in Flagler County.

Surf Park, Palm Beach County, FL — Environmental Scientist. Steven performed wetland and habitat mapping and US Army Corps of Engineers permitting for a recreational surf park in unincorporated Palm Beach County.

Kimley»Horn



Amber Gartner, P.E.

QA/QC; Comprehensive Plan: Transportation, Unified Land Development Code

Amber has 17 years of transportation engineering experience that includes design traffic forecasting, traffic impact analysis, transportation planning, transportation modeling, signal design, pavement management, signing and pavement marking, roadway design and permitting, and bidding and construction phase administration assistance. Amber is skilled with organizing and hosting public meetings and developing consensus with the public and local officials.

Professional Credentials

- Master of Science, Civil Engineering, University of Florida
- Bachelor of Science, Materials Science and Engineering, University of Florida
- Professional Engineer in Florida, #72294
- Florida Engineering Society, Forest Chapter State Director
- MathCOUNTS Committee Co-Chair

Special Qualifications

- 17 years of experience in transportation engineering
- Team leader and project manager for traffic operational analysis, design traffic and corridor planning studies, public infrastructure projects such as roadway resurfacing and improvements, signal design, traffic impact studies, and public meeting oversight
- Proficient with Microsoft Project, Synchro, Highway Capacity Software (HCS), ARTPLAN, FSUTMS, and ArcGIS

RELEVANT EXPERIENCE

Osceola Trail (aka Osceola Trak) Improvements, Ocala, FL — Project Engineer. The City of Ocala wanted to expand the level of improvements along certain sections of the Osceola Trak located in downtown Ocala. Improving the pedestrian experience created a more inviting trail corridor for bicyclists and pedestrians to enjoy, as well as provided access to and connection between cultural attractions within the City. Kimley-Horn prepared design concepts for the addition of hardscape, site furnishings, lighting, landscape, public art, public gathering areas, interface with catalytic sites along the trail, and wayfinding signage. This project is ultimately part of the extensive planned trail network within Ocala and Marion County and serves to connect downtown Ocala to the Heart of Florida Loop.

NE 58th Avenue and SR 35 Trail Crossing Study, Ocala, FL — Project Manager. Kimley-Horn prepared a trail crossing study for two future trail crossings in Marion County. The project included field reviews, evaluation of speed data, existing conditions, traffic volumes, and design considerations to develop recommendations for the appropriate trail crossing type and location. Preliminary concepts and opinion of probable cost were developed for each recommendation.

SW 42nd Street Flyover (SR 200 to SW 27th Avenue), Ocala, FL — Project Engineer. Kimley-Horn served as the lead design consultant for this east-west roadway corridor improvement project through the south side of Ocala. Under this project, SW 42nd Street was reconstructed as a four-lane urban collector roadway between SR 200 and SW 27th Avenue (1.60 miles) with a new flyover bridge over I-75, approximately 0.5 miles south of the SR 200 interchange. Kimley-Horn provided a full range of roadway design services, including highway and bridge design, traffic analysis, signing and pavement marking, signalization, permitting, utility coordination, and public involvement. The team also worked with the City to coordinate with the major land owner (Red Oak Farms) along the proposed alignment in order to minimize right-of-way acquisition.

Ocala-Marion County TPO 2035 Bicycle/Pedestrian Master Plan, Ocala, FL — Project Engineer. The plan included all of Marion County and the five municipalities within the TPO oversight. The project scope included data collection, public involvement meetings and design charrettes, workshops and meetings with numerous regulatory agencies, councils and elected boards. Kimley-Horn prepared complete recommendations for all aspects of the master plan, including design plans, cost estimates, recommended programming. At completion, a formal master plan was created and approved by the TPO board in 2015 and several of the key projects have been constructed or funded for future phases.

CR 484 Widening, Ocala, FL — Project Engineer. Kimley-Horn is providing design, permitting and bidding assistance services for the widening of CR 484 in Marion County. The primary objective of this project is to widen CR 484 from an existing two-lane undivided roadway to a four-lane divided roadway to support future traffic and a future Industrial Park as part of a Future Job Growth Infrastructure Grant Agreement with the State of Florida DEO.

Kimley»Horn



Alan Garri, P.E.

Comprehensive Plan: Infrastructure and Capital Improvements, Unified Land Development Code

Alan is a senior project manager with more than 21 years of experience involving water, wastewater, stormwater, and roadway design. Alan's expertise includes water quality for TN removal, septic to sewer programming and design, vacuum sewer design, and hydrology and hydraulic modeling. Alan has designed and managed the construction of several traditional gravity sewer and lift station systems, vacuum sewer systems, and low-pressure systems in the Ocala/Marion County area and throughout the state. Alan sits on the City of Ocala Utility Advisory Board and currently manages our Citywide Engineering Services contract with the City.

Professional Credentials

- Bachelor of Science, Mechanical Engineering, University of Florida
- Professional Engineer in Florida, #70674
- Florida Engineering Society, Member
- Florida Institute of Consulting Engineers (FICE), Member
- American Water Resources Association (AWRA), Member
- Florida Stormwater Association (FSA), Member
- City of Ocala Utility Advisory Board, Member

Special Qualifications

- 21 years of experience involving water, wastewater, drainage, and roadway design
- Extensive experience with Water Management Districts and FDEP loan and grant funding programs
- Member of the SWIM Technical Advisory Board evaluating the health of the springs and rivers in Citrus and Marion County

RELEVANT EXPERIENCE

Risk and Resilience Assessment, Ocala, FL — Project Manager. Kimley-Horn prepared a Risk and Resilience Assessment (RRA) of the City's water system in compliance with the American's Water Infrastructure Act of 2018 (AWIA). The RRA consisted of the risk to the system from malevolent acts and natural hazards, the resilience of the infrastructure, including SCADA/cyber resilience, the monitoring practices of the system, he financial infrastructure of the system, the use, storage, or handling of various chemicals, and the operation and maintenance of the system. The assessment was prepared in accordance with the AWWA J100-10(R13) standard for Risk and Resilience Management of Water and Wastewater Systems. Additionally, the RRA developed by Kimley-Horn utilized the EPAs Vulnerability Self-Assessment Tool (VSAT) to facilitate adherence to the applicable standards and compliance with the AWIA.

Forcemain Extension from Lift Station 5 to Lift Station 17, Ocala, FL — Project Manager. Kimley-Horn was retained by the City of Ocala to design a new forcemain to route the existing wastewater flows from Lift Station (No.5) to LS 17 and the required pump upgrades for LS 38, LS 88, and LS 57 as part of the City's Wastewater Master Plan. This project consists of design and permitting of approximately 9,000 linear feet of new 18-inch forcemain from LS 5 to LS 17 and lift station modification plans and pump upgrades for LS No.38, LS No. 57, and LS No. 88. Our team coordinated with utility owners along the proposed force main route. Additionally, our team performed permitting activities with the Florida Department of Environmental Protection, St. Johns River Water Management District, FDOT, and CSZ for Utility Crossing Application.

Ocala WTF Feasibility Analysis, Ocala, FL — Project Engineer. Kimley-Horn prepared a water treatment facility analysis for the recently constructed lower Floridan aquifer well and potential future well supplies. The purpose of the analysis was to plan the treatment necessary to treat the water supply to potable water quality, integration of the existing and new water treatment facilities, blending of the two water supplies, and identification of the optimal water treatment ratios of the existing and future treated water supplies. The feasibility analysis focused on available treatment alternatives, anticipated water qualities and capital cost for each, integration techniques within the City, existing infrastructure and new blending facilities, and establishing the recommended road map for the City of Ocala's future treatment needs.

WRF #3 Biosolids Dewatering/Drying Systems Evaluation, Ocala, FL — Project Manager. Kimley-Horn provided professional engineering services regarding biosolids dewatering system evaluations and conceptual design. Due to the age and performance of the existing Dragon Drying System, Kimley-Horn conducted an evaluation of various biosolids dewatering and drying system replacement options. The scope of work included preparing conceptual design and life cycle cost evaluations to compare each selected alternative. The City's goal was to develop a plan to replace the existing biosolids treatment system with a more efficient option and provide Class AA biosolids within a three-year time frame.

Kimley»Horn



Richard Busche, P.E.

Comprehensive Plan: Infrastructure and Capital Improvements, Unified Land Development Code

Richard has 26 years of experience—all with Kimley-Horn—successfully managing and delivering large, complex projects for both the public and private sectors. He is experienced in commercial, mixed-use, and industrial projects as well as roadway design, hydrologic modeling, and watershed planning, stormwater design, utility design, and residential projects. Richard's significant experience includes construction phase administration and oversight of complicated construction projects with multi-million-dollar budgets. He is skilled in public presentations and involvement programs, consensus building, and public hearing presentations and is a recognized expert witness in the engineering field. Richard earned his degree in Civil Engineering at the University of Florida and is a member of the Florida Engineering Society (FES), National Society of Professional Engineers (NSPE), and Rotary International.

Professional Credentials

- Bachelor of Science Civil Engineering, University of Florida
- Professional Engineer in Florida, #58568
- Florida Engineering Society, Past President (Forest Chapter)
- National Society of Professional Engineers (NSPE)

Special Qualifications

- Over 26 years of civil engineering experience, with 18 years in Lake, Sumter, and Marion Counties
- Recognized expert witness in civil engineering field
- Experienced water resources planner and hydrologic modeler for large-scale watershed improvement projects

RELEVANT EXPERIENCE

Marion County SW 52nd Street Flood Mitigation Program, Ocala, FL — Project EngineerKimley-Horn is providing engineering services to Marion County for the design and permitting of stormwater and roadway improvements along SW 52 Street. The program consists of field surveying, geotechnical services, environmental assessments, design plans, and regulatory agency permitting for improvements along SW 52nd Street to mitigate flooding during significant storm events. Using the existing basin Watershed Management Plan as a basis, Kimley-Horn collected and utilized survey data, geotechnical and environmental investigations, field visits, landowner interviews, and updated GIS/ICPR modeling parameters to optimize the existing conditions model. For calibration of the existing conditions model, Kimley-Horn created a new storm event based upon the September 2017 Hurricane Irma event. Project improvements made included new stormwater retention areas, associated stormwater conveyance infrastructure, and the partial redesign of SW 52nd street to raise the roadway profile. The project also involved coordinating with the County to comply with Hazard Mitigation Grant Program funding requirements. Project currently in the permitting stage.

Ocala Gateway, Ocala, FL — Project Manager. Kimley-Horn provided updated creative concepts and budget cost estimating for gateway signage concepts at the I-75/42nd Street Flyover location. The County desired the design to include signage types typically used for tourism development to attract visiting and future travelers, special events, and sport events. The project required coordination with FDOT regarding the recent installation of palm trees at the location to determine the feasibility of moving trees to accommodate the desired Community Aesthetic Feature (CAF) designs. Kimley-Horn also created concepts for the 42nd Street Flyover CAF using images representative of the rural horse farm community as well as illuminated OCALA letters on the bridge and lighted icons on either side of the bridge abutments to enhance the gateway.

Rainbow Springs Stormwater Treatment Facility, Marion County, FL — Project Manager. Kimley-Horn provided full design and permitting for a new water quality facility for Marion County. The project was jointly funded with the Southwest Florida Water Management District. Existing conditions consisted of an unpermitted drainage retention area and direct discharges to a natural prairie from a residential development. Kimley-Horn worked with the University of Central Florida's (UCF's) Stormwater Academy professors on the implementation of a new treatment media for removal of nitrogen pollutants—UCF's proprietary "Bold and Gold" filter media. Kimley-Horn also designed a planted wet stormwater treatment facility and addressed conveyance changes needed to capture the runoff for treatment prior to discharge to the natural prairie. Kimley-Horn was responsible for survey, design, permitting, bid document specifications, and construction phase inspections.

Kimley»Horn



Stewart Hill, P.E.

Comprehensive Plan: Infrastructure and Capital Improvements, Unified Land Development Code

Stewart has 13 years of experience providing a variety of civil engineering services in North and Central Florida. He is an experienced project manager specializing in residential, commercial, and industrial developments. He provides a variety of civil engineering services including drainage analysis/design, preparation of pond siting reports and drainage maps, on-site permitting, watershed management plans, mitigation, agency documentation, and planning studies. His computer software experience includes AutoCAD, ArcGIS, StormCAD, and PONDS. Stewart has led projects in both private and public sectors from entitlements/concepts through design, permitting, and construction.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #79410
- Florida Engineering Society (FES), Member
- Public Education Foundation of Marion County (PEFMC), Board Member

Special Qualifications

- Over 13 years of civil engineering experience in Central Florida
- Leads public and private projects from entitlements/ concept through design, permitting, and construction phases
- Computer software knowledge includes AutoCAD Civil 3D, ArcGIS, ICPR, StormCAD, PONDS, and WaterCAD

RELEVANT EXPERIENCE

CP 78 Stormwater Retrofit, Ocala, FL — Project Manager. Kimley-Horn provided engineering services to Marion County for design, permitting, and assistance during construction for the Silver Springs Shores Unit 7 Stormwater Retrofit Project CP 78. The project included the retrofit of three existing drainage retention areas located within Silver Springs Shores Unit 7. The purpose of the project is to improve water quality and treatment efficiency by studying the stormwater basins draining to each DRA and incorporating a Bold and Gold soil amendment design. Services under this Amendment included engineering design and permitting, surveying services, coordination with the County's geotechnical consultant, and assistance during the construction phase.

CR 501 and Warm Springs Avenue Improvements, Ocala, FL — Project Engineer. Kimley-Horn designed roadway, tunnel, traffic signalization, and roundabout improvements along both CR 501 and Warm Springs Avenue. The project included design of a two-lane roundabout, two tunnels underneath four-lane roadways, and the widening of approximately one mile of roadway from two to four lanes. Our scope included the design and permitting of the improvements, coordination with impacted utility owners, and providing assistance during the construction phase.

Florida Crossroads Commerce Park Road, Ocala, FL — Project Engineer. Kimley-Horn is providing design, permitting and bidding assistance services for Florida Crossroads Commerce Park Road in Marion County. This project will construct a new roadway from CR 484 due south through an agricultural area. Services include roadway design, drainage design, environmental analysis, utility design, signing and pavement marking, utility coordination, permitting with Marion County, SWFWMD, USFWS, and FWC, and bidding assistance.

SW 52nd Street Flood Mitigation Program, Ocala, FL — Project Manager. Kimley-Horn is providing engineering services to Marion County for the design and permitting of stormwater and roadway improvements along SW 52 Street. Using the existing basin Watershed Management Plan as a basis, Kimley-Horn collected and utilized survey data, geotechnical and environmental investigations, field visits, landowner interviews, and updated GIS/ICPR modeling parameters to optimize the existing conditions model. Project improvements included new stormwater retention areas, associated stormwater conveyance infrastructure, and the partial redesign of SW 52nd Street to raise the roadway profile. The project also involved coordinating with the County to comply with Hazard Mitigation Grant Program funding requirements.

Lemonwood Storm Repairs, Ocala, FL — Project Engineer. Kimley-Horn provided Marion County with engineering design, permitting, and bid assistance for repairs needed at an existing storm pipe outfall on SW 48th Street Road in the Lemonwood neighborhood. At this location, a drainage pipe that runs to the water retention area failed and became unusable. In addition, there was erosion occurring on a residential lot adjacent to the water retention area. Kimley-Horn investigated these failures, recommended repair methods, and prepared plans and permits for the repairs. Services provided included engineering design and permitting, surveying services, and bidding assistance.

Kimley»Horn



Blair Knighting, AICP

Specialist: Historic Preservation

Blair has 10 years of experience in historic preservation planning, analyzing zoning overlay regulations, land development entitlement procurements, and grant writing and management. She is a Qualified Secretary of the Interior Architectural Historian and experienced in Section 106 reports. Prior to transitioning to Kimley-Horn, she served as an Historic Preservation Planner for the City of Jacksonville. In this role, Blair regulated the City's three historic districts by ensuring all exterior alterations adhered to each district's historic preservation regulations and the Secretary of the Interior's Standards for Rehabilitation. Throughout her career, she has become an expert in stakeholder engagement by overseeing community meetings, appointing historic preservation commission meetings, and engaging neighborhood advocacy groups.

Professional Credentials

- Master, Historic Preservation, Minor in Urban and Regional Planning, University of Florida
- Bachelor of Science, Psychology, University of Florida
- American Institute of Certified Planners, #31913

Special Qualifications

- 10 years of experience in historic preservation planning, analyzing zoning overlay regulations, land development entitlement procurements, and grant writing and management
- Qualified Secretary of the Interior Architectural Historian with a focus on historic preservation planning
- Experience with applying and managing Florida Division of Historical Resource Small Matching Grants

RELEVANT EXPERIENCE

Historic Preservation Services, Dunedin, FL — Historic Preservation Planner. Kimley-Horn was retained to provide historic preservation services for the City of Dunedin. Our services include Florida Master Site File (FMSF) training for the the Advisory Council on Historic Preservation (ACHP), Historic Resource Survey and Planning, and grant writing.

- **Phase II Historic Resources Survey.** The City of Dunedin earned a Small Matching Grant from the Florida Division of Historic Resources for Phase II of their Historic Resources Survey. This project builds upon the previous survey (Phase I) conducted by Kimley-Horn in January 2021. Our team is utilizing the Phase I survey data and the Phase II map submitted with the grant application to document up to 260 structures according to Chapter 1A-46 (Florida Administrative Code) requirements. Subsequent tasks include completing the required Florida Master Site File (FMSF) forms and attachments, drafting the survey report, and submitting the final report to the Florida Division of Historical Resources. Once reviewed by the State, Kimley-Horn will submit the final report, digital and hard copies of the FMSF packets, and the GIS data to both the State and the City.
- **Historic Preservation Ordinance Update.** The City retained Kimley-Horn to review and analyze Chapter 111 of the City's Land Development Code ("Historic Preservation Ordinance") to ensure compliance with State Statutes and best practices. Additional tasks include coordinating with the Historic Preservation Advisory Committee (HPAC) on potential revisions and attending public hearings and workshops.

Historic Preservation Services, DeFuniak Springs, FL — Historic Preservation Planner. Kimley-Horn was retained to provide historic preservation services for the City of Defuniak Springs. Founded in the late 1880s as a railroad stop, DeFuniak Springs is one of Florida's 40 oldest towns. The town has around 200 historic buildings; 40 or so of which are listed in the National Register of Historic Places. Our services include reviewing Certificates of Appropriateness applications for adherence to the historic preservation regulations and the Secretary of the Interior (SOI)'s Standards for Rehabilitation.

Historic Resources Survey Report (HRSR), Jacksonville, FL — Quality Assurance and Quality Control Reviewer for the HRSR. Kimley-Horn reviewed the entire document and determined if the report adequately described the resources. We also provided an evaluation of eligibility on the report for it to be listed on the National Register of Historic Places.

Landmark Designation Report, Jacksonville, FL — Historic Preservation Planner. Kimley-Horn was retained to provide historic preservation services for the City of Jacksonville. Our tasks include researching and writing a local landmark designation report for a building in downtown Jacksonville. The report will describe the significance of the structure and how it qualifies as a local landmark. There are seven criteria, and the structure must meet two of the criteria in order to qualify.

Kimley»Horn



Jessica Rossi, AICP

Specialist: Economic Development

With more than 18 years of real estate market research, economic impact, policy and finance experience, Jessica works on a wide variety of planning and economic development projects. She regularly provides socioeconomic, land use, and real estate data points in order to determine land use demand and development opportunities for planning projects and to choose specific concepts to maximize economic development, marketability, and value. She specializes in identifying and quantifying market opportunities for real estate developments and acquisitions, forecasting land demand for comprehensive planning initiatives, preparing financial analyses, and conducting cost/benefit analyses for local governments. Jessica's leadership is regularly leveraged to guide high-quality and forward-thinking economic development strategies that are grounded in a market reality.

Professional Credentials

- Master of Arts, Community and Regional Planning, University of Rhode Island
- Bachelor of Arts, Environmental Studies and Political Science, Alfred University
- American Institute of Certified Planners, #164330
- American Planning Association (APA), Member

Special Qualifications

- More than 18 years of real estate market research, planning, and public engagement experience
- Works on a wide variety of visioning and economic development assignments for local governments and regional agencies
- Assists developer and investor clients to determine demand for commercial and residential projects and maximize marketability and value
- Conducts market studies for proposed residential, retail, mixed-use, and office developments
- Provides clients with detailed GIS mapping that gives insight into demographic and development trends
- Works in markets across the United States as a national resource for the firm

RELEVANT EXPERIENCE

Envision Seminole 2045 and LDC Update, Seminole County, FL — Project Planner. Worked with Seminole County on a targeted update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates include reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. In parallel to this effort, the team is engaged the community in a 20-year vision plan that will guide the next update to the comprehensive plan to reflect the community's desires and anticipate needs through 2045.

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Largo Mall Special Area Plan (SAP) Redevelopment Analysis, Largo, FL — Project Planner. Kimley-Horn was retained by the City of Largo to develop a SAP to guide the development and redevelopment of the Largo Mall Activity Center. Our services included an analysis of existing and proposed land use, redevelopment strategies (land use, parking, multimodal elements), transportation/mobility, infrastructure, real estate, and economic development strategies. The real estate and economic development components included an in-depth analysis of demographic, job, and wage trends, as well as real estate market performance for residential and commercial uses. Our team ultimately used the results to inform the creation of land use elements in the special area plan, resulting in a future vision for the Largo Mall area that fully considers the real estate market realities of Pinellas County. Following completion of the special area plan, Kimley-Horn also assisted the City to amend both the City and Pinellas County master plans so they are consistent with the SAP.

Housing Study, Lakeland, FL — Project Planner. This study was undertaken to support the update of the City of Lakeland's Comprehensive Plan Housing element scheduled for August 2018. This task involved the collection, compilation, and brief summary of demographic, socioeconomic, and related housing data consistent with the requirements of Chapter 163 FS. This effort included GIS mapping and tabulation of data for the city limits and Lakeland Planning Area of data from the US Census, County Property Appraiser, and other city data. This effort built off of the countywide population and employment forecast previously developed by Kimley-Horn.

Kimley»Horn



Macy Falcon, AICP, CFM

Specialist: Resilience and Sustainability

Macy has nine years of experience working with communities to build resilience. She is experienced in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis. Macy has provided complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients.

Professional Credentials

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, Geography and Environmental Studies, Florida State University
- Certified Floodplain Manager, US-15-08700
- American Institute of Certified Planners, #31549
- American Planning Association (APA), Member

Special Qualifications

- Nine years of experience in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis
- Other skills include data management, technical analysis, grant application and management, floodplain management, task and project lead, policy analysis and program implementation, and report writing
- Software experience: ArcGIS, FEMA BCA Toolkit, Hazus, and IMPLAN

RELEVANT EXPERIENCE

Presidential Streets Vision Plan, Cape Canaveral, FL — Project Planner. Conducting a resiliency assessment to identify focus areas with strategies and recommendations to improve the resiliency of the infrastructure and community. The City wishes to create a Vision Plan or "Blueprint" for the Presidential Streets area of the City that is a design concept framework for future above ground improvements in the area. The recommendations and strategies from the resiliency assessment will be incorporated into the design concept framework. The final plan may include complete streets recommendations (sidewalks, street trees and landscaping, road improvements and intersection improvements, curb and gutter, street furnishings, and roadway/decorative pedestrian street lighting), parks/open space connectivity and stormwater management best management practices/resiliency recommendations.

Sarasota Manatee MPO Resiliency Study, Sarasota, FL — Project Planner. Developing a resiliency plan that includes a regionally-focused vulnerability and risk assessment and project identification and prioritization process. Infrastructure vulnerability to acute shocks and chronic stressors was assessed to inform incorporating risk into the MPO's project prioritization process. Cost-effective strategies to mitigate risk associated with hazards to transportation infrastructure were also identified. The study's recommended projects and action items will integrate resiliency planning with transportation planning and decision making.

Post-Disaster Redevelopment Plan, Lantana, FL — Project Planner. Kimley-Horn worked with the Town of Lantana to develop a Post Disaster Redevelopment Plan. The PDRP is the Town's roadmap for long-term recovery and redevelopment after a disaster and identifies policies, procedures, and strategies for the Town to recover and build back stronger to strengthen community resilience. Activities include stakeholder interviews, a public outreach survey, and plan development.

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Florida Transportation Plan Resilience Subcommittee, FDOT Office of Policy Planning, FDOT Central Office — Project Planner. Provided support developing meeting materials, facilitating working group meetings, and preparing a subcommittee report. The Resilience Subcommittee was created to help guide the FTP regarding the growing need to understand, prepare for, respond to, and recover from disrupting events and trends. Natural hazard events, cyberattacks, and other events can have significant and unexpected impacts on Florida's communities, environment, and economy. The Resilience Subcommittee, in coordination with the FTP Steering Committee, developed resilience strategies that support one or more FTP goals.

Kimley»Horn



William Roll, AICP, CNU-A

Specialist: Demographics

As a leader in transportation planning with 30 years of experience, William specializes in progressive transportation planning and engineering related to MPO, state, county, and municipal projects. He develops and manages long-range transportation plans; socioeconomic data forecasts; scenario planning and vision plans; congestion management systems; and comprehensive plans. Additionally, he works with corridor preservation plans; concurrency studies; safety studies; bicycle/pedestrian plans; corridor and design traffic studies; and urban growth boundary studies. Currently, William is leading the development of six countywide socioeconomic data forecasts for MPOs in Florida.

Professional Credentials

- Master, Public Administration, University of Central Florida
- Bachelor of Arts, Geography, Stetson University
- American Institute of Certified Planners, #013953
- Institute of Transportation Engineers (ITE), Member
- Congress for the New Urbanism (CNU), Accredited
- American Planning Association (APA), Member
- Urban Land Institute (ULI), Member

Special Qualifications

- Leader in transportation planning with 30 years of experience
- Specializes in progressive transportation planning and engineering related to MPO, state, county, and municipal projects
- Specialist in the development of long-range transportation plans; socioeconomic data forecasts; scenario planning and vision plans; and urban growth boundary studies
- Has been directly responsible for the development of LRTPs, CMPs, socioeconomic forecasts, buildout studies, and corridor preservation studies

RELEVANT EXPERIENCE

Moving Martin Forward, Martin MPO 2040 Long Range Transportation Plan (LRTP), Martin County, FL — Project Planner. Our team's services included developing and executing a public involvement plan (PIP), well-attended visioning workshops, and technical analyses including travel demand modeling, Needs Plan development, financial resources analysis, cost estimates for needs plan projects, and developing the Cost Feasible Plan (CFP). The Martin MPO 2040 LRTP has been characterized by innovative public engagement techniques. Working in collaboration with MPO staff, the public meetings have consisted of fun and engaging techniques for gathering input including automated polling response games, Martin Mobility Bucks for residents to prioritize improvements, dot map games, and an interactive geographic information systems (GIS) map for residents to be able to see their comments mapped immediately. The cost feasible plan proposed to move project funding in a multimodal direction and includes flex funding for roadway maintenance. William prepared the goals, objectives, and performance measures consistent with state and federal requirements. The performance measures were tied to individual outcomes and identified the specific requirements of state and federal legislation which it was developed to satisfy.

2040 Long Range Transportation Plan Update, Indian River County, FL — Project Planner. Developed the Indian River County MPO 2040 LRTP update. The 2040 LRTP Update was multimodal in nature and included highway, transit, pedestrian, bicycle, and transportation system management and operation (TSM&O) improvements to address the projected demand to year 2040. This effort made use of preferred land use scenarios and associated future year socio-economic datasets, identifying future transportation deficiencies, preparing a needs plan, projecting financial revenues and expenditures, and developing the 2040 cost feasible plan. Other tasks involved developing a public participation plan; updating goals, objectives, policies and performance measures; and conducting public workshops utilizing innovative methods to engage the public. During the effort, we received nearly 500 completed survey forms and comments cards from the public and elected officials.

Socioeconomic Data Forecasts, Statewide, FL — Project Manager and Project Planner. William has led numerous socioecomonic data forecasts and scenario planning studies throughout the State of Florida. Recent examples include:

- Polk County 2050 Socioeconomic Data Forecast
- Citrus County 2050 Socioeconomic Data Forecast
- Hernando County 2050 Socioeconomic Data Forecast
- Sumter County 2050 Socioeconomic Data Forecast
- Lake County 2050 Socioeconomic Data Forecast
- Charlotte County 2050 Socioeconomic Data Forecast
- Polk County 2045 Socioeconomic Data Forecast
- Citrus County 2045 Socioeconomic Data Forecast
- Hernando County 2045 Socioeconomic Data Forecast
- Polk County 2040 Socioeconomic Data Forecast

Kimley»Horn

LPPL39056.2023



Laura Cicone

Specialist: Main Street

Laura is an administrative professional in our Tallahassee office with four years of experience. Prior to joining Kimley-Horn, Laura served as the Florida Main Street Program Assistant under the Florida Department of State's Division of Historical Resources (DHR). Her responsibilities included building and maintaining positive relationships with participating Florida Main Street programs, event planning, and developing marketing materials. Within this role, Laura also became familiar with other DHR programs, such as DHR's Small Matching and Special Categories Grants, Survey and Registration (National Register for Historic Places nominations), Florida Master Site File, and Certified Local Governments (CLGs). Her understanding of the Main Street Four Point Approach (Design, Promotion, Economic Vitality, and Organization) can assist with thoughtful, community-driven placemaking, economic development, and preservation strategies.

Professional Credentials

- Bachelor of Arts, History and Criticism, Florida State University

Special Qualifications

- Four years of experience serving as an administrative professional
- Served as the Florida Main Street Program Assistant under the Florida Department of State's Division of Historical Resources
- Familiar with DHR programs such as Small Matching and Special Categories Grants, National Register for Historic Places nominations, Florida Master Site Files, and Certified Local Governments
- Thorough understanding of the Main Street Four Point Approach

RELEVANT EXPERIENCE

Pensacola "In Motion" Active Transportation Plan, Pensacola, FL — Administrative Support. Kimley-Horn recently had the opportunity to serve the City of Pensacola to develop an active transportation plan. Kimley-Horn led stakeholder engagement efforts and developed a well-rounded outreach campaign that utilized public meetings, workshops, and digital assets. The Pensacola "In Motion" Active Transportation Plan will be the playbook for the development of a connected network for people to safely, walk, bike, and wheel to major destinations and transit. It will serve as a holistic plan that brings together past streetscape, corridor management plans, and complete street efforts and provide additional recommendations for multimodal and connections around the City.

State Aviation System Plan and Economic Impact Study, Tennessee DOT — Administrative Support. Kimley-Horn is assisting TDOT in the development of an update to their Aviation System Plan (TASP) and companion EIS. These projects provide information and data to assist TDOT in program management, overall funding, and project development decisions. Both of these plans are important tools to be used by TDOT to provide critical information for the state's distribution of state and federal funding. Our team is developing a comprehensive plan that engages several groups of stakeholders to establish a new platform for decision making and support of future airport development. The TASP is intended to guide and inform the planning and decision-making process as well as educate those who oversee the system including local, state, and federal policy makers. Tasks to date have included reviewing all in-person data collected at 78 airports and reviewing all runway protection zones and approaches across the state to determine where incompatible land uses may be present.

State Aviation System Plan and Economic Impact Analysis, Illinois DOT — Administrative Support. Kimley-Horn is working with the Illinois DOT (IDOT) to develop the 2020 IASP and EIA to provide a detailed strategic plan to guide the programming, development, and funding of Illinois' 85 public-use airports. The concurrent EIA will quantify the economic contribution of Illinois airports as well as examine the key aviation activities supported by the state's airports including air cargo, medical flying, and aerial firefighting. The study will assess the direct, indirect, and induced impacts of airports and quantify aviation-related tax revenues.

Texas Airport System Plan Updates, TxDOT — Administrative Support. The TxDOT statewide airport system plan provides guidelines to help determine how to maximize the return on investment of public funds and prioritize capital improvement projects for the more than 280 commercial service and general aviation airports. Kimley-Horn was hired in 2022 to develop an update of the statewide airport system plan in accordance with FAA Advisory Circular 150/5070-7. The plan is being developed with block grant state considerations applied to all decision-making about airports that are eligible for FAA block grant funding and includes strategic planning and roadmap development. As part of the project, Kimley-Horn will be recommending follow-up efforts and developing a suite of resources to aid in implementing and communicating the plan to stakeholders.

Kimley»Horn



Amber Crane

Geographical Information Systems (GIS)

Amber has more than nine years of GIS experience related to the planning and transportation industry, specializing in GPS mapping and data collection, data configuration, and database development for asset management. She served as the project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS based interactive applications, including ArcGIS Collector/Field Maps, ArcGIS Survey123, ArcGIS StoryMaps, ArcGIS Experience Builder and interactive public engagement applications and Dashboards.

Professional Credentials

- Bachelor of Science, Geography, Florida Atlantic University
- Certificate, Geographic Information System, Florida Atlantic University
- Certified Public Manager, Florida State University

Special Qualifications

- Over nine years of GIS experience related to the planning and transportation industry, specializing in GPS mapping and data collection, data configuration, and database development for asset management
- Project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS based interactive applications, including ArcGIS Collector/Field Maps, ArcGIS Survey123, ArcGIS StoryMaps and interactive public engagement applications and Dashboards
- Manages the development and implementation of customized applications and Esri solutions as well as integration of third-party applications
- Led projects involving data collection efforts for utility data format conversions and asset inventory development

RELEVANT EXPERIENCE

Districtwide Modal Development Consultant, FDOT District Four — GIS Specialist. Project includes support to the Office of Modal Development (OMD) Department in the development, update, and distribution of Multimodal Scoping Checklist (MMSC) to over 100 local agencies, for project specific feedback for all FDOT proposed projects. Updates to the process included converting the distribution of individual project map series illustrating known infrastructure, land use, and safety features around the project corridor shared in a PDF format, to an online interactive mapping platform supported by Esri based applications used by FDOT. The interactive map incorporated the use of Esri Survey123 for ArcGIS to allow stakeholders the ability to review more data than previously presented in the original map series and submit their feedback electronically. Project also included training for FDOT staff and local stakeholders. All project related feedback was reviewed and summarized into project specific action items to be communicated to the FDOT Design project manager's for consideration for inclusion into the project scope.

GIS Services, Surfside, FL — Project Manager. Kimley-Horn was contracted by the Town of Surfside as an on-call GIS consultant in 2021. Support provided includes remote and on-site training to staff, development of mobile field collection applications and dashboards, development and maintenance of GIS data, and the establishment and configuration of their Esri ArcGIS Online Organizational account. Recent project support has included review and update of sewer and water utility information to meet Miami-Dade DERM submittal requirements.

On-Call GIS Services, Pinecrest, FL — GIS Specialist. Kimley-Horn has been contracted by the Village of Pinecrest as an on-call GIS consultant since 2016. Kimley-Horn provides remote and on-site training to staff and has assisted the Village in the development and organization of their GIS Server configuration and database development. Recent project support has included zoning and land use updates, website development coordination, and stormwater utility updates, along development of internal and external operational GIS dashboards.

GIS Data Conversion, North Bay Village, FL — GIS Analyst. Kimley-Horn assisted the Village with digitizing and reviewing their existing utility GIS files and as-builts for submittal to Miami-Dade County as part of an annual submittal requirement to DERM. The work included the conversion of available electronic CAD files and existing as-builts provided by the Village into GIS. Attribute information was updated using available survey data and detailed as-builts. The final deliverable consisted of a complete GIS database and map packages.

Lighting GIS Services, Fort Lauderdale, FL — GIS Specialist. Kimley-Horn has been tasked with updating the existing streetlighting GIS database to reflect current conditions and improve planning future upgrades and/or potential energy savings. Kimley-Horn will develop a web-based application illustrating the streetlights within the City boundary sortable by type, ownership, and wattage, in an effort to improve the City's responsiveness to outages or requests.

Kimley»Horn

3. SIMILAR FLORIDA PROJECTS IN THE LAST SEVEN YEARS

Comprehensive Plan Rewrite

Oakland Park, FL

Work Performed: Data Collection, and Marketing Coordination; Public Engagement Plan, Public Workshops, Polling, Public Survey, Visual Preference; Amendment Matrix; Comprehensive Plan Rewrite; Transmittal and Adoption; Project Website Development and Maintenance

Dates: 01/14/2022 – Ongoing

Initial Budget: $261,000

Final Cost: TBD ($204,563.93 to date)

Change Orders: None

Client Reference

City of Oakland Park
Peter Schwarz, AICP
Director of Community and Economic Development
954.630.4348
peter.schwarz@oaklandparkfl.gov

Vision Plan

Palm Springs, FL

Work Performed: Engagement Plan; Scenario Planning; 3D Massing Models; Visualization Graphics; Presentation to Public Officials; Polling

Dates: 02/27/2023 – Ongoing

Initial Budget: $10,500

Final Cost: TBD ($9,782.06 to date)

Change Orders: None

Client Reference

Bonnie C. Landry and Associates
Bonnie C. Landry, AICP
President
Office 772.266.9427; Cell 772. 201.5052
bonnie@bclandry.com

EAR and Comprehensive Plan Update

Crestview, FL

Work Performed: Project Coordination; Current Plan Analysis; Data Collection, Inventory and Analysis (DIA), Update Goals, Objectives, and Policies (GOPs); Local Planning Agency (LPA) and City Council Transmittal Hearings; City Council Hearing - Adoption

Dates: 03/06/2023 – Ongoing

Initial Budget: $120,300

Final Cost: TBD ($1,376.67 to date)

Change Orders: (1) The City elected for additional services to provide a more in-depth graphic document for the Data Inventory and Analysis task.

Client Reference

City of Crestview
Barry Henderson
Director of Community Development Services
850.306.3692
barryhenderson@cityofcrestview.org

Land Development Code Update

Indian River Shores, FL

Work Performed: Project Coordination; Data Analysis and Consistency Review; Amendment Matrix; Draft Updated Text of Land Development Code; Public Workshops; Town Council Adoption Hearings

Dates: 05/17/2022 – Ongoing

Initial Budget: $100,000

Final Cost: TBD ($23,361.02 to date)

Change Orders: None

Client Reference

Town of Indian River Shores
James Harpring, JD
Town Manager
772.231.1771 ext. 225
jharpring@irshores.com

PROJECT SUMMARY, AND PROPOSER'S FIRM'S HISTORY AND INFORMATION

TAB 3



Kimley»Horn
Expect More. Experience Better.

TAB 3 PROJECT SUMMARY, AND PROPOSER'S FIRM'S HISTORY AND INFORMATION

1. FIRM QUALIFICATIONS

Founded in 1967, Kimley-Horn is one of the largest and fastest growing full-service consulting firms in Florida. We are known for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. When you choose Kimley-Horn for planning services, you choose talent, experience, and passion for the task at hand. We grasp complex community issues and offer tailored solutions to help you reach critical decisions on planning and community engagement issues. Our clients have access to a versatile staff of professional planners; civil, transportation, and structural engineers; landscape architects; and environmental scientists. We have partnered with municipalities across the state to craft growth and development plans that balance economic, environmental, and social values. With Kimley-Horn focused on your success, the City of Ocala can look confidently to the future.

Planning Our Future

Our planners, urban designers, and engineers have a history of partnering with communities to develop progressive and context-sensitive plans. In each community we serve, we strive to understand the values of that community and transform them into a vision that guides the planning process. Understanding the importance of diverse experiences, we intentionally partner with professionals of various backgrounds to create the opportunity for visionary thinking with a focus on implementation. Our holistic approach to the process and preparation of these plans emphasizes:

True engagement of the public and stakeholders

Integration of land use and transportation

Collaboration among people from varying backgrounds

An analytic foundation for decision-making

Consensus-building

Identification of implementable solutions

Equity and fairness

Sustainability and environmental stewardship

2. LEGAL ORGANIZATION AND CORPORATE HISTORY OF THE FIRM

Corporate History

Founded in 1967 by transportation engineers in Raleigh, North Carolina, Kimley-Horn is a privately held corporation, fully owned by current employees of the firm. Continued diversification of Kimley-Horn's services and geographic practice followed over the years. The firm's commitment to growth and exceptional client service has enabled Kimley-Horn to become one of the premier consulting firms in the nation.

Business Structure

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 700 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.

Former Names

Kimley-Horn has never operated under a different name.

3. FLORIDA-BASED EXPERIENCE AND PROVEN TRACK RECORD

Kimley-Horn has successfully partnered with municipalities for over 30 years to provide planning services across Florida. More recently, our team of planners and landscape architects have assisted communities with the update of their Comprehensive Plans, Land Development Codes, Master Plans (Community Visions), complete streets and mobility planning, Capital Improvements Projects, economic feasibility, housing elements, and implementation projects. In addition to the projects featured in this section, our planning professionals serve planning departments including:

- Belle Glade
- Boynton Beach
- Brevard County
- Greenacres
- Greenville
- Hardee County
- Hillsborough County
- Hollywood
- Indian River Shores
- Kissimmee
- Lake Worth
- Largo
- Lee County
- Longboat Key
- Manatee County
- Melbourne
- Miami
- Miami Lakes
- Monticello
- New Port Richey
- New Smyrna Beach
- Oakland Park
- Pensacola
- Pinellas County
- Polk County
- Tallahasee
- Titusville
- Venice
- Wakulla County
- West Palm Beach



The following serves as sample of our community planning portfolio and key team member participation. **Verifiable project references can be found in Tab 2.**

City of Oakland Park EAR and Comprehensive Plan Updates

The City of Oakland Park hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was again selected to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City. The update of the plan first began with a robust public engagement plan including five meetings with the public including city identified stakeholders. The next task was to collect new data reflecting the City's current demographics and land use make up. Kimley-Horn analyzed this data and provided recommendations for each element of the plan. After meeting with stakeholders and analyzing the data, Kimley-Horn began drafting policy that reflects the City of Oakland Park today and for the next 20 years. Three new elements were added to the plan including Housing, Sustainability, Resiliency, and Property Rights.

KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Lindsey Slautterback, AICP | Hadley Paterson, AICP | Jessica Rossi, AICP | Macy Falcon, AICP, CFM

Village of Palm Springs Vision, Comprehensive Plan, and LDR Revisions

As a partner to Bonnie C. Landry & Associates, Kimley-Horn was instrumental in the Visioning for the Village of Palm Springs. Our urban designers partnered with our planners to provide communication graphics and massing models that were shared at joint workshops between the Village Council, Planning Board and Village staff to gain input on the built environment the Village hopes to see in the next 25 year planning horizon. Services also included providing professional assistance in completing an effort to identify a "vision" for the Village and its future redevelopment and economic growth in the area outside the "Historic Village." A visioning effort was initiated by Village staff in 2022. Utilizing this visioning effort, Kimley-Horn determined a course of action to complete the visioning process, including the preparation of redevelopment scenario graphics that illustrate the preferred vision. We also provided market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses in the Vision.

In the next phase Kimley-Horn will be supporting the Village in updating their Comprehensive Plan and ultimately their Land Development Regulations to further implement the Village's vision.



KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Lindsey Slautterback, AICP



City of Crestview EAR and Comprehensive Plan Update

Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies. These tasks are coupled with stakeholder engagement with City Council to ensure that community values are upheld, and consensus is reached.

KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Hadley Paterson, AICP

Town of Indian River Shores Land Development Code Update

Under a continuing engineering services contract with the Town of Indian River Shores, Kimley-Horn is completing Land Development Code (LDC) updates to be consistent with the current Comprehensive Plan as well as State and Agency requirements. The Town last amended its Comprehensive Plan in 2021 after transmittal to the Department of Economic Opportunity. The LDC was originally codified in 2016 by way of Ordinance Number 522 on June 16, 2016. Tasks include project kick-off and input meetings, data analysis and consistency review, an amendment matrix, draft updated text of the LDC, public workshops, and Town council adoption hearings.

KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Hadley Paterson, AICP | Blair Knighting, AICP

4. ADDITIONAL INFORMATION

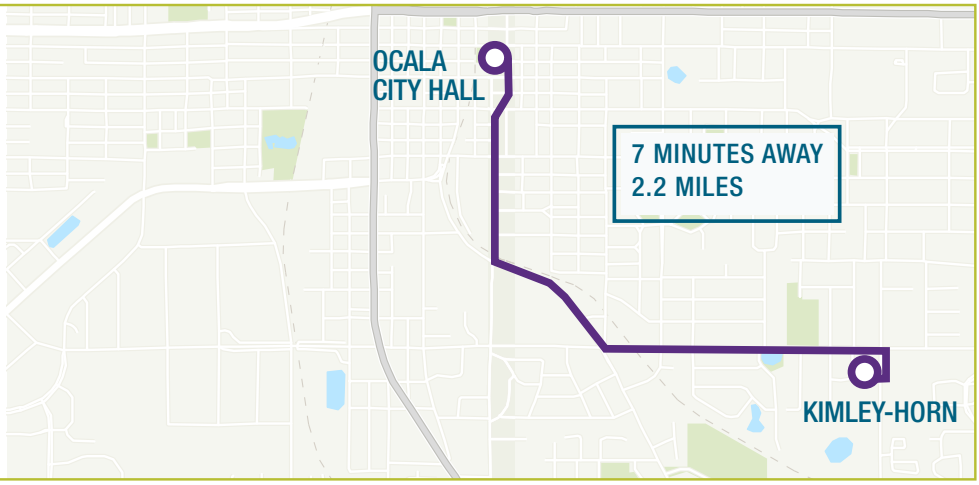
Location of the Principal Office

Principal Office

2619 Centennial Boulevard
Suite 200
Tallahassee, FL 32308

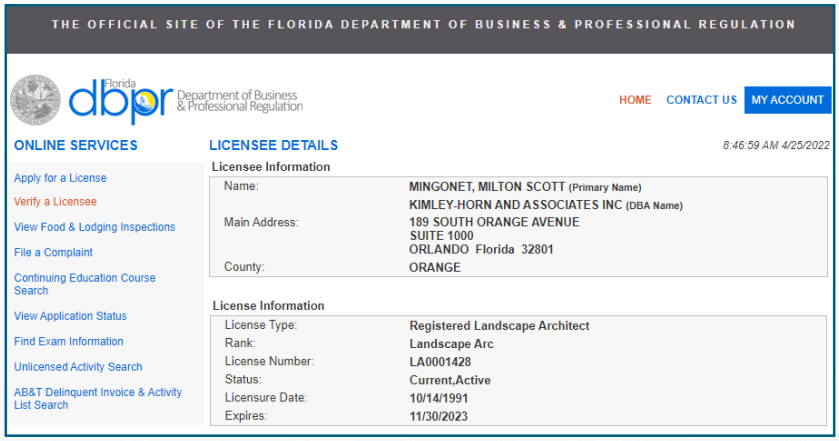
Local Office

1700 SE 17th Street
Suite 200
Ocala, FL 34471



Professional Licenses Held by the Firm and by the Key Personnel

Licenses Held by Kimley-Horn



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Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS

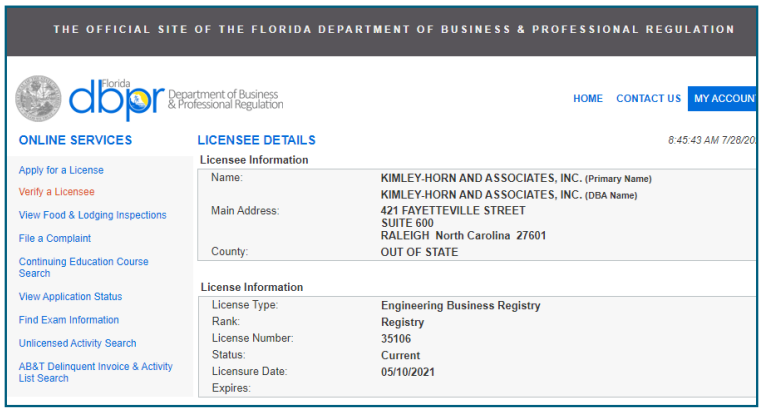
8:46:59 AM 4/25/2022

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name)
	KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2023



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LICENSEE DETAILS

8:45:43 AM 7/28/20

Licensee Information

Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
	KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	



State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2023

Secretary of State

Tracking Number: 9937240518CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Licenses Held by Key Personnel



AICP

This certificate hereby qualifies

Hadley Peterson

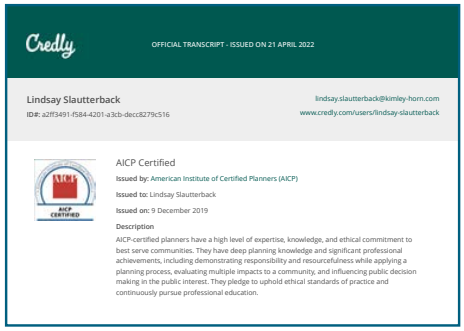
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 35325

Jim Albaugh, FAICP, CAE
Chief Executive Director

Mitchell J. Silver, FAICP
President

American Institute of Certified Planners



Credly

OFFICIAL TRANSCRIPT - ISSUED ON 21 APRIL 2022

Lindsay Slautterback
ID#: a2ff3491-f584-4201-a3cb-decc8279c516

lindsay.slautterback@kimley-horn.com
www.credly.com/users/lindsay-slautterback

AICP Certified

Issued by: American Institute of Certified Planners (AICP)

Issued to: Lindsay Slautterback

Issued on: 9 December 2019

Description

AICP-certified planners have a high level of expertise, knowledge, and ethical commitment to best serve communities. They have deep planning knowledge and significant professional achievements, including demonstrating responsibility and resourcefulness while applying a planning process, evaluating multiple impacts to a community, and influencing public decision making in the public interest. They pledge to uphold ethical standards of practice and continuously pursue professional education.



CNUa accredited

The Congress for the New Urbanism
recognizes

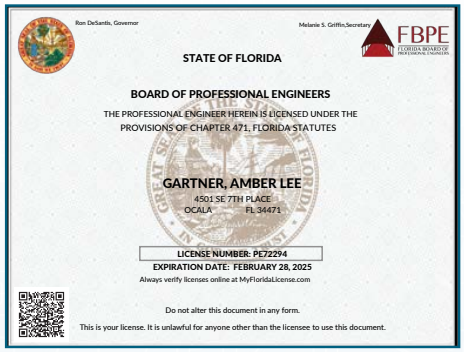
Eliza Harris Juliano
CNU-Accredited member

on the nomination of the faculty of
University of Miami School of Architecture

as of
20 May 2019

Rudolphe EL-Khoury PhD
Dean & Professor of Architecture, University of Miami School of Architecture

Lynn Richards
President & CEO, Congress for the New Urbanism



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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GARTNER, AMBER LEE
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OCALA FL 34471

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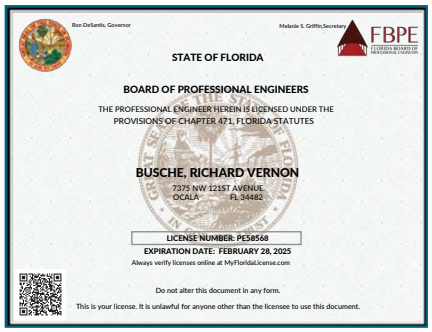
Ron DeSantis, Governor Melanie S. Griffin, Secretary FBPE

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BUSCHE, RICHARD VERNON

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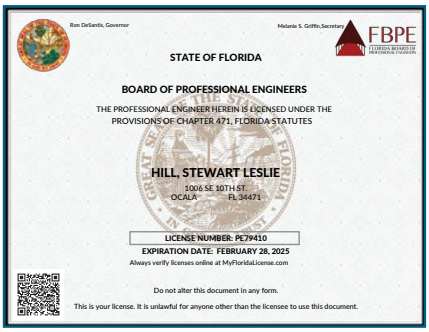
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HILL, STEWART LESLIE

1006 SE 10TH ST
OCALA FL 34471

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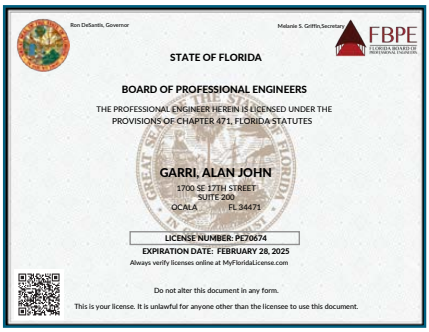
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GARRI, ALAN JOHN

1700 SE 17TH STREET
SUITE 200
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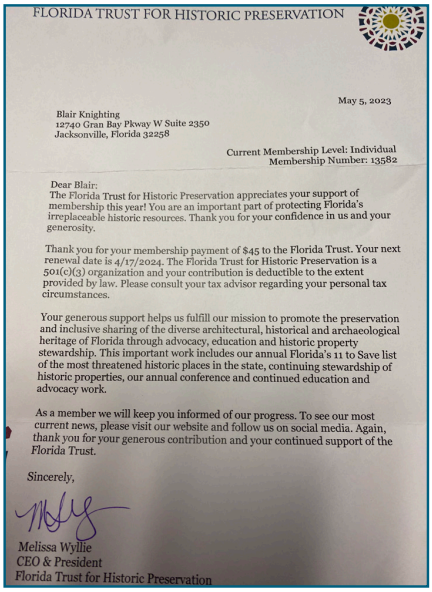

FLORIDA TRUST FOR HISTORIC PRESERVATION

May 5, 2023

Blair Knighting
12740 Gran Bay Pkway W Suite 2350
Jacksonville, Florida 32258

Current Membership Level: Individual
Membership Number: 13582

Dear Blair:
The Florida Trust for Historic Preservation appreciates your support of membership this year! You are an important part of protecting Florida's irreplaceable historic resources. Thank you for your confidence in us and your generosity.

Thank you for your membership payment of $45 to the Florida Trust. Your next renewal date is 4/17/2024. The Florida Trust for Historic Preservation is a 501(c)(3) organization and your contribution is deductible to the extent provided by law. Please consult your tax advisor regarding your personal tax circumstances.

Your generous support helps us fulfill our mission to promote the preservation and inclusive sharing of the diverse architectural, historical and archaeological heritage of Florida through advocacy, education and historic property stewardship. This important work includes our annual Florida's 11 to Save list of the most threatened historic places in the state, continuing stewardship of historic properties, our annual conference and continued education and advocacy work.

As a member we will keep you informed of our progress. To see our most current news, please visit our website and follow us on social media. Again, thank you for your generous contribution and your continued support of the Florida Trust.

Sincerely,

Melissa Wyllie
CEO & President
Florida Trust for Historic Preservation


The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

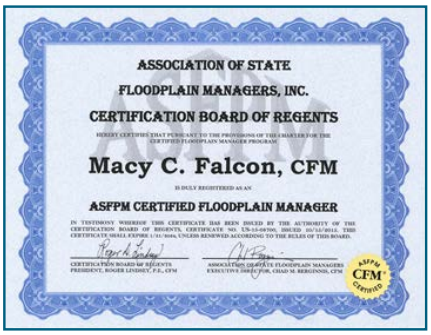
Jessica L. Sick

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 021531

March 23, 2007

PRESIDENT EXECUTIVE DIRECTOR


ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE CERTIFIED FLOODPLAIN MANAGER PROGRAM

Macy C. Falcon, CFM

IS DULY REGISTERED AS AN

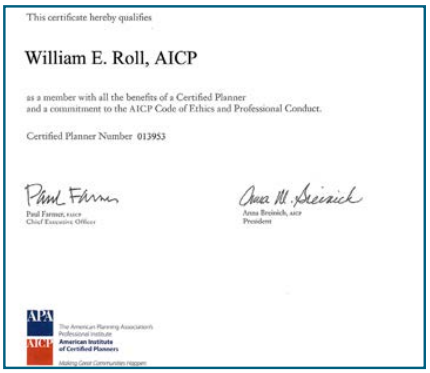
ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-12-06700, ISSUED 10/12/2012. THIS CERTIFICATE SHALL EXPIRE 1/31/2026, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM

CFM CERTIFIED


This certificate hereby qualifies

William E. Roll, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 013953

Paul Farmer, FAICP
Chief Executive Officer

Anne M. Breiseck, AICP
President

The American Planning Association's Professional Institute
American Institute of Certified Planners
Making Great Communities Happen

Contracts Terminated in the Last Five (5) Years

Kimley-Horn has never been terminated for cause or default. We do not track terminations for convenience.

Litigation History

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Minority Business Enterprise

Kimley-Horn is not a woman, veteran, or minority-owned business. As shown through our aggressive allocation to minority businesses over the past two decades, our MBE utilization policy ensures Kimley-Horn is furthering the positive economic development momentum the state of Florida advocates through the use of MBE businesses by its contractors. Our commitment to retaining minority firms to assist on projects is demonstrated by the amounts Kimley-Horn has paid to minority businesses during the past five years years:

Year	Total Paid	No. of Minority Businesses Utilized
2022	$71.1 million	716
2021	$54.6 million	608
2020	$54.5 million	553
2019	$41.5 million	364
2018	$23.5 million	165



PROJECT NARRATIVE

TAB 4



Kimley»Horn
Expect More. Experience Better.

TAB 4 PROJECT NARRATIVE



Walking through the streets of Ocala today, the "Big Hammock," it's not difficult to see the love for this City by the people who work in her buildings, live in her homes, and catch up with friends on her sidewalks. The sense of community throughout her Downtown, the Ocala historic residential district, and the North Magnolia CRA is clear and evident. Like a big hammock, Ocala wraps you in a warm embrace while sharing her unyielding affinity for arts and culture, pleasantly balanced by her down-to-earth vibe.

But this was not always the case—the Ocala we visited as children was a different place. Many people worked very hard for a long time to ensure the City looks and feels the way it does today. The community started this mission in the 1980s, advocating to rejuvenate and preserve Downtown. In 1985, Ocala secured its Main Street designation with the National Main Street organization.

In 2009, just over a decade ago, the entire City was redefined through Vision 2035. City and community leaders came together to further their mission to "live, play and prosper." With this vision plan, the City tapped into all of its assets—a rich history, strong neighborhoods, welcoming gateway "front doors," the Downtown heart, a strong County seat business economy, an accessible recreation and park system, mobility options, and safe streets. The City utilized these assets as a launch pad to grow and revamp Ocala, and their work has been successful beyond expectations.

Almost 14 years later, Ocala is a strong and buzzing City thanks to the building blocks that have been laid. But as with all success stories, we must not rest on our laurels. City leadership has acknowledged now is the time, during continued successes, to remain vigilant and keep the momentum and the Vision going. It is time to evaluate the successes and the challenges since 2009 and to look for fresh opportunities based on a post-COVID landscape. **It is time for Vision 2050.**

TAILORED APPROACH

Vision 2050 will serve as Ocala's "North Star" for the next two or more decades. The effort will require aspirational planning by community champions, residents, and stakeholders. We have found there is a direct correlation between the success of a community and the willingness to develop a unified vision with measurable expectations. The Vision will also inform the Comprehensive Plan—the City's framework.

Kimley-Horn will guide the City's Vision Study and Comprehensive Plan Update toward a high level of consistency and uniformity, and we will produce deliverables that fulfill each requirement set in the RFP. Our approach to serving the City focuses on:

Visioning

Visioning is the process of identifying a clear expression of a community's highest aspirations. A vision articulates, literally and graphically, the guiding principles upon which the community will base decisions that shape its quality of life, today and in years to come. The vision provides a framework within which planners and decision-makers can set priorities and coordinate decisions across all elements of civic life, from transportation to education, urban design to public health, and economic development to natural resource conservation.

The Ocala Vision 2050 Plan will build on the successes of Ocala Vision 2035. Vision 2050 will tell the story of Ocala for the next 30 years, may that be resiliency, placemaking, affordability, context-driven planning, or performance-based development. It will be an engaging, useful document for residents and staff alike. Kimley-Horn will develop a graphic plan document that includes a broad array of visualizations and communication graphics to support the data and recommendations within the plan.

Equitable Engagement

We will work closely with staff to finalize a Public Engagement Plan that includes engagement methods, target audiences, goals of each engagement opportunity, and how that input will ultimately shape the Plan documents. We understand the City of Ocala will have started engagement for this Vision Plan most likely through the Vision Leadership Group, and we will work closely to integrate what has been done with what will be done. Kimley-Horn recognizes the engagement process is not just an opportunity to gather input and ideas, but also a chance to elevate the visibility of planning and design within the community. Like the Brick by Brick – Planning 101 presentation from earlier this summer, we will employ a variety of methods that ensure an exciting and equitable engagement process.

One of the many techniques that we use at Kimley-Horn is the population of a Public Input Archive. An Archive is a way for us to capture all comments received throughout the life of the project and it allows the City to acknowledge the input by recording it and providing a historical record of how an issue was addressed by policy. This document also provides staff with a reference point if the public inquires. The comments and suggestions received during the project's public outreach process will be captured in the Archive to be used as guidance during the Vision and Comprehensive Plan update process. It will also be summarized in a report we will provide to the City Project Manager.

Comprehensive Plan Update

The City recognizes a successful Vision update is directly related to the consistency and supportiveness of the City's Comprehensive Plan policies. The policies of the Comprehensive Plan must act as the "play book" for City leadership and staff directing best practices for the implementation of the 2050 Vision. We understand the City has a responsibility to address current and long-term challenges to ensure a resilient future for its residents as well as businesses and visitors. Challenges like population growth, providing attainable housing for a growing workforce, and attracting quality development while providing for a walkable community present opportunities for the City to ensure policy is adopted that will foster sustainable economic prosperity and quality of life for future generations.



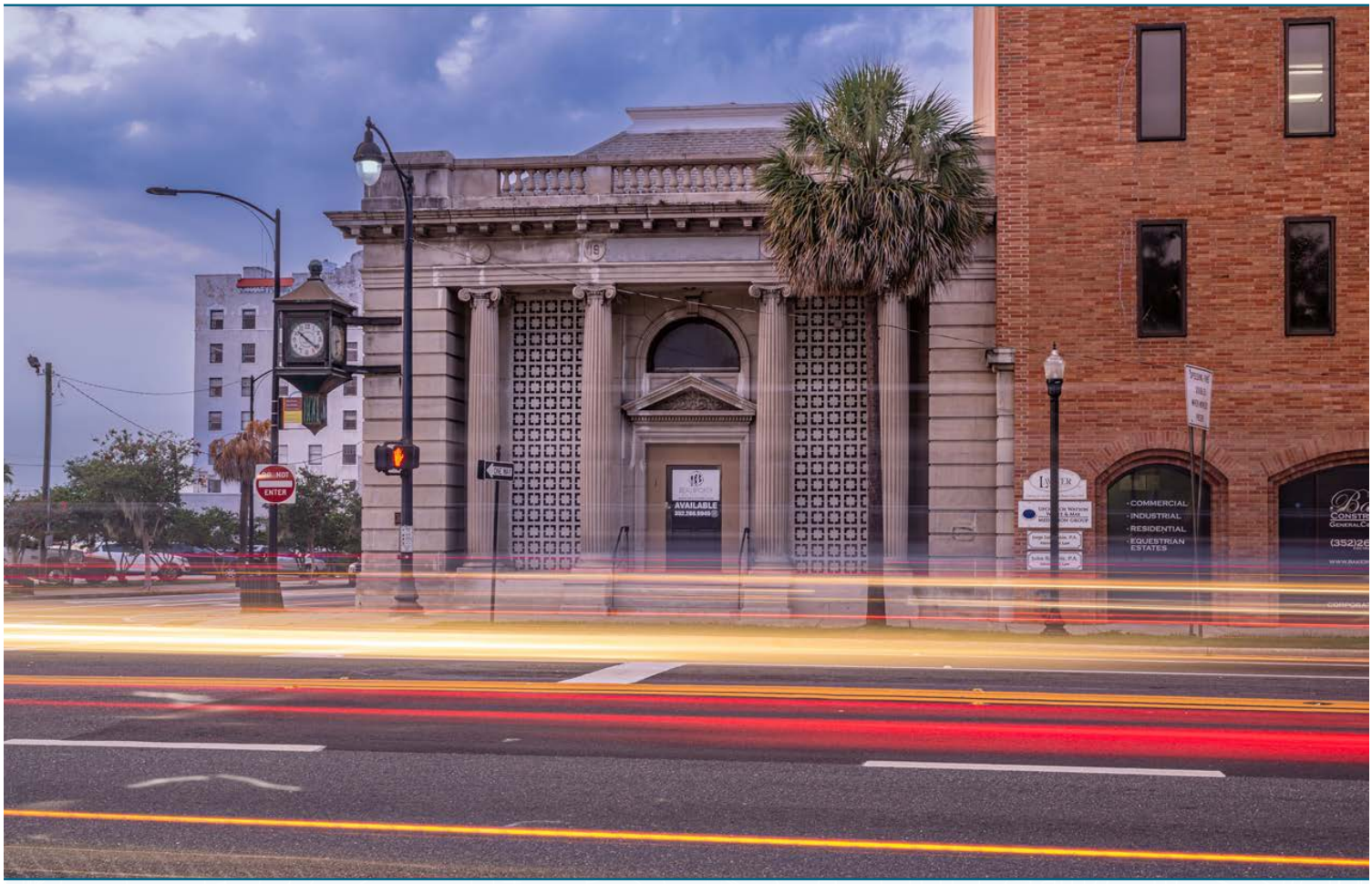
Kimley-Horn approaches comprehensive planning with a core purpose in mind: to facilitate a process for informed decision-making aligned with community values and vision, community development strategies, and urban design and transportation priorities. Kimley-Horn's planning staff has a wide range of experience with all aspects of comprehensive planning for several unique public clients. Our knowledge of critical planning tasks, such as equitable engagement, community visioning, data collection and analysis, consensus building, policy framing and drafting, as well as intergovernmental coordination indicates our work is truly comprehensive in scope. Kimley-Horn has helped dozens of communities assess change, evaluate local issues, examine concurrency, draft amendments, and complete all regulatory and associated tasks necessary to accomplish these assignments. Our team specializes in assessing land use alongside transportation and infrastructure to ensure the appropriate policy framework is in place to address the housing, economic development, and open space needs of each unique place.

Unified Land Development Code Update (Optional)

Our team's core philosophy is based on staff's perspective, recognizing the challenges in the current code and processes, and therefore brings best planning practices to the staff and their community whether it is part of an initial code assessment and recommended strategies (amendments), focused code section updates (i.e., historic, signage, tree preservation, etc.) or a full code update. We know that one size does not fit all. Amending the code to implement the updates goals, objectives, and policies of the Comprehensive Plan will be crucial to the implementation of the 2050 Vision. When working with our clients, we provide revisions to codes in the form of an adoptable ordinance that implement comprehensive plan policies. Our codes are tailor-made and based on location and implementable standards. To accomplish this, we always keep the following in mind: administrative capacity, balance, flexibility, and existing regulations. Each community we serve is unique and having a well-rounded knowledge helps ensure the plans we develop are easily implementable for the City. In Florida alone, we have provided zoning and land development codes to nearly 30 municipalities.

Subarea Plans (Optional)

At Kimley-Horn we believe that subarea plans are useful planning tools that allow a community to engage stakeholders in a more intimate way to craft a plan for the future of a specific geography. Subarea plans for Tuscawilla, West Ocala, Midtown, Downtown, and Pine Oaks, or any areas addressed in new subarea plans, will build on the community vision and comprehensive plan to illustrate how that vision will be implemented in those specific areas.



SCOPE OF WORK

TAB 5



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TAB 5 SCOPE OF WORK

DELIVERABLE 1 – VISION 2050

Task 1 – Data Collection and Analysis

It is anticipated the data collection and analysis to update the City's Vision document will also help prepare for the Data Inventory and Analysis that is required to update the Comprehensive Plan. Kimley-Horn will conduct a Citywide assessment that analyzes changes in local conditions utilizing the following information in addition to our standard list of data collection performed during Data Inventory and Analysis:

Existing Plans Review and Code Diagnostic

We will review existing plans, studies, comprehensive plan policies, and land development regulations influencing future land use, housing, historic preservation, recreation, open space, and cultural arts, conservation, transportation, as well as infrastructure and capital improvements. The intent is to understand what is already in motion and the forces that influence growth and change.

Demographic Trends

As a part of the community characteristics report, we will review demographic indicators under the umbrellas of the population (e.g., growth, and minority status), housing and development (e.g., age of the structure, sales, building permits, vulnerability), economy (e.g., employment status, income, tourism, and poverty status), and education (e.g., education attainment and school enrollment). Regional and national trends will also be noted.

Market and Economics

Effective long-range planning requires a solid understanding of the economic dynamics. Our approach involves analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. We will synthesize these analytical factors to determine strengths, weaknesses, opportunities, and threats (SWOT). By understanding current and future market dynamics, we will be able to craft recommendations that reconcile growth potential with needed public investments.

Natural and Built Environment

Kimley-Horn will report natural and built environment characteristics through a storyboard approach with maps and exhibits. We will use ArcGIS to map and analyze physical features including environmental areas, green infrastructure, bodies of water, wetlands and floodplains, parks (and associate facilities), places of worship, parks, cultural resources, medical facilities, historic districts and sites, land uses, and zoning. Community facilities, such as utilities, schools, libraries, government offices, and fire, police, and rescue, will also be documented.

Transportation and Mobility

Our previous transportation work in the City will provide an excellent starting point for the assessment of the Ocala's transportation network and expectations surrounding mobility, such as the implementation of multiple modes of transportation and the reduction of private transportation through increased public transport and walkability. Our approach to data gathering will blend previous planning and engineering efforts with available mapping, demographic trends, land use data, traffic counts, crash statistics, existing infrastructure, and travel patterns where appropriate. Additionally, our longstanding partnership with the City has given us a familiarity with existing conditions.

After analyzing the data, Kimley-Horn will summarize the findings by preparing initial drafts of the data and analysis for Deliverable 2 to provide an efficient, streamlined approach for both deliverables. Kimley-Horn will respond to one (1) round of consolidated comments to the draft Data and Analysis document based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

Task 2 – 2035 Vision Implementation White Paper

Kimley-Horn will prepare a White Paper that assesses Vision 2035 by evaluating what has been implemented as it relates to the following categories that integrate the main topics with the associated principles and policies:

- Neighborhood Vitality including an evaluation of the implementation of existing Subarea plans
- Urban Form + Site Design including a current analysis of underutilized properties and recommendations for infill and redevelopment
- Open Space including an evaluation of the implementation of the Recreation and Parks Master Plan
- Economic Development including an evaluation of business indicators and market patterns
- Mobility + Community Connectivity including an evaluation of the City's Complete Streets policies, sidewalk gaps, and other mobility priorities

The White Paper will also integrate the findings from the Public Engagement into the Vision development and plan recommendations. Kimley-Horn will respond to up to one (1) round of consolidated comments to the draft White Paper based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

Task 3 – Equitable Engagement

Kimley-Horn recommends having a targeted outreach strategy to help solicit information that is most meaningful to the planning process, to understand gaps in the community as well as the strengths and assets. We recommend an equitable approach that gathers, processes, and responds to input from a representative cross-section of the community—not just the subsets of the community most likely to engage in a traditional outreach process. This approach engages residents including all who live in the City, business owners and operators, advocacy groups, interested parties, adjacent local governments, City Council members, and staff throughout the City. Above all, our approach to engagement yields actionable input on par with the technical analysis that will be required for the development of both the Vision Plan and Comprehensive Plan.

Summit on the Future

We understand the importance of community-wide participation. We are proposing two (2) "Summits" to be held in different areas around the City. The Summits can be topical or geographically-themed. For example, the Mobility + Street Summit could be held at the Mary Sue Rich Community Center at Reed Place, and the Urban Form + Neighborhoods Summit could be held in historic Downtown during a First Friday event. These meetings will encourage interactive participation to envision the future of Ocala and identify the City's assets and gaps in service. We hope to work closely with you to meet people where they are and leverage existing community connections and channels of communication.

Outreach for these meetings will be done in Spanish and English with targeted invitations shared with underrepresented groups through existing channels of communication like local service providers, churches, and apartment complexes.

Targeted Focus Groups

Beyond these citywide meetings, we are also proposing up to three focus groups that can be hosted for targeted audience groups or thematic goals depending on what is needed to supplement the input received at the citywide meetings. If desired, Kimley-Horn can create a youth engagement opportunity such as a 2050 Vision Workbook that could be picked up at local libraries and the Discovery Center. One-on-one interviews with long-time residents and business operators are another valuable way to supplement the engagement process.

2050 Vision Leadership Group

We understand the Ocala Vision 2035 Plan was developed with the active support of the Leadership Group made up of key community members and leaders. Kimley-Horn proposes leveraging this leadership group to help with public outreach and overall visionary guidance for the Vision 2050 Plan development. Agencies and organizations that could be a part of this effort include the Tourist Development Council, the Ocala Marion Transportation Planning Organization, and Ocala Main Street.

Online Participation

Kimley-Horn offers a wide variety of online tools that can be leveraged to maximize online participation and to ensure there is representation by anyone who would like to be involved. Kimley-Horn's own planning professionals created two online platforms—**PublicCoordinate** and **KollabSpace**. We also offer additional web-based participation services including Social Pinpoint, ArcGIS Story Mapping, Survey 123, Urban and Community Analyst. We will work closely with you to develop your goals for online engagement and participation to ensure we are using the right tools at the right time.

Task 4 – Preparation of 2050 Vision Plan

As discussed in the RFP, the 2050 Vision Plan will include the core requirements such as the executive summary and references, but the vision will come to life through the following components:

- **State of the City.** This portion will recap findings regarding the current and emerging issues in Ocala as well as across the state that may impact the City in the next 30 years. This portion will convey messages through communication graphics and visualizations.
- **City's Vision Statement.** The statement will be developed through the engagement process with the support of the data. This statement can take shape in many different ways, but it will surely be unique to the City of Ocala.
- **What We Heard.** This portion will be a summary of engagement efforts with the community, including the different focus groups and the Vision Leadership Group, and how it influenced the vision statement and the plan development.
- **SCORE.** This section will be an honest discussion assessing the City's strengths, challenges, options, responsiveness and effectiveness. This section will be split up into thematic subsections to align with the Comprehensive Plan development. This portion of the Plan will be highly graphical, demonstrating the assets in the City and scenario planning future assets.
- **Action Plan.** This portion will be an implementation plan listing action items divided by each thematic goal, as well as the responsible City department or community group, with timeline and identified funding sources. Our project team will provide insight into the opportunities available and the procedures required to obtain funding.





We will work closely with the City to understand what online presence is desired for the plan document. Kimley-Horn tailors the online component to meet your needs whether you prefer an interactive website that hosts engagement opportunities and implementation tracking or a simple document version with embedded hyperlinks for ease of use.

Kimley-Horn will respond to up to two (2) rounds of consolidated comments to the draft 2050 Vision Plan based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

Task 5 – Presentation of Vision 2050 Plan

Following completion of the Ocala Vision 2050 Plan, Kimley-Horn will help City staff prepare a presentation to City officials so they can ask questions and raise concerns before the adoption of the 2050 Vision. The presentation will also summarize changes from the 2035 Vision and offer an explanation about the changes proposed. We will help the City present the new Vision at one (1) public meeting. Kimley-Horn will respond to one (1) round of comments to the 2050 Vision received at the meeting.

DELIVERABLE 2 – COMPREHENSIVE PLAN UPDATE

Our approach to the Comprehensive Plan update is straightforward. Kimley-Horn will collect and assess data and changes as part of Deliverable 1 - Vision 2050. However, we understand the City of Ocala's Comprehensive Plan needs to be reviewed and updated through a process that incorporates an assessment of the current policies, an analysis of existing conditions, community engagement, City staff input as well as concepts laid out by the elected and appointed officials. This approach analyzes and considers changes in Florida Statutes since the last Comprehensive Plan was adopted in 2021, as well as a review of correlated updates to the Land Development Code, removal of inconsistencies, and updates to references including use of terms and agencies or specific dates.

Task 1 – Evaluation of the Plan

The Florida Legislature amended the statutes specific to the way a municipality reviews and updates its Comprehensive Plan in 2011. Florida Statute Chapter 163 requires each local government to assess its Comprehensive Plan to determine whether the Plan must be amended to address changes in growth management laws since the most recent update was adopted.

It is our understanding an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan was completed by City staff in 2019, followed by EAR-based amendments adopted by way of Ordinance 2021-20 by City Council on February 2, 2021. Therefore, a statutory review of the Comprehensive Plan is not required until 2026. That said, there are some significant changes in State legislation that have occurred since the City's last review in 2019. The City may want to incorporate these new statutes into this upcoming amendment, along with the recommendations of the Ocala 2050 Vision document. Most notably this includes the new Live Local act.

Additional recommended changes will be divided over four categories;

1. Statute and legal compliance
2. Inconsistencies with other policy, studies, plans, or codes
3. Vision 2050 recommendations
4. Data driving amendments (i.e., level of service)

Task 2 – Drafting Policy Updates

Based on the findings and recommendations of the Vision Plan, Kimley-Horn will begin drafting updated policies for each of the Comprehensive Plan Elements. It is best practice to begin with amendments to the Future Land Use element because these policies provide guidance for so many of the other elements. For instance, open space land use in the City will have a direct correlation to the policy written within the Recreation, Open Space and Cultural Arts Element.

Once the Future Land Use policies have been drafted and the Future Land Use Map Series has been completed, we will provide a draft of the updated element to the City project manager so they may review the document and provide comments from each of the appropriate departments in a consolidated format. The comments will be addressed in a timely fashion, and a final draft of the Future Land Use element will be sent to staff for final review.

Then we will begin drafting the new and amended policies in each of the remaining elements as directed by the recommendations discussed in earlier tasks. We often recommend dividing the elements into smaller groups to ease the review by the City project manager and other staff. For instance, we will deliver drafts of the Conservation Element and Recreation, Open Space and Cultural Arts Element first, and then we will submit drafts of the Transportation Element and Capital Improvements Element at the next submittal. This allows for a constant "draft, review, comment, and update" process versus delivering all elements at the same time which we find overwhelms City staff with their already busy schedules.

Kimley-Horn will not undertake an update to the City's water supply facilities master plan, sanitary sewer master plan, capital improvement projects, or similar studies as part of this assignment as these plans are on an annual or five-year update cycle, but we will incorporate them into the elements by reference if desired by the City.

Kimley-Horn will respond to up to one (1) round of consolidated comments to the draft elements based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn. The final deliverable will be provided to staff at least two months prior to the project completion date.

Task 3 – Planning & Zoning Board

Following completion of the updated Comprehensive Plan Elements, Kimley-Horn will help City staff prepare a presentation to the Planning & Zoning Board that summarizes the changes to the Comprehensive Plan so they can ask questions and raise concerns before the transmittal and adoption stage of the plan. The presentation will summarize changes to each of the elements proposed for amendment and why the changes were proposed. Kimley-Horn will respond to one (1) round of comments to the draft elements received at the Planning & Zoning Board.

DELIVERABLE 3 – UNIFIED LAND DEVELOPMENT CODE (OPTIONAL)

Blueprint to Success – Code Assessment

Kimley-Horn will evaluate Subpart B Land Development Regulation, referred to as the Unified Land Development Code (ULDC). Kimley-Horn's multidisciplinary team is well-versed in writing and applying codes and will streamline the process with the intimate knowledge of our transportation specialists, engineers, landscape architects, and planners. Kimley-Horn will review the existing Land Development Code and prepare a written evaluation/matrix providing:

- A written evaluation of the current Code and Land Development Regulations
- A comparative analysis with State and Federal legislation since the last update
- A review of the Comprehensive Plan and any consistency impacts
- Recommendations based on the consistency analysis and recommended best practices

This matrix will serve as the basis for code development in the next phase. Kimley-Horn will work with the appropriate staff to review the policy evaluation and recommendations and address one (1) round of consolidated comments before finalizing this deliverable.

Cracking the Code – Code Development

Kimley-Horn will prepare an annotated outline based on the review matrix and comments received from City staff. The annotated outline will identify the form, contents, and structure of the updated ULDC for review and comment before drafting begins. The annotated outline will include recommendations for sub-districts of application, including building onto the existing downtown/form-based code provisions.

Kimley-Horn will draft amendments to the ULDC consistent with the findings and input from previous tasks with the purpose of providing consistency between documents and State and Federal requirements. The draft ULDC update will be provided to the city project manager for review and comment. Similar to the format of the Comprehensive Plan Element updates, we find it is best to split up the code updates into smaller groupings to ease the review and not overwhelm City staff. Kimley-Horn will respond to up to two (2) rounds of consolidated comments to the draft LDC based upon their review. The final ULDC will be provided in strikethrough and underline in an electronic format.



DELIVERABLE 4 – SUBAREA PLANS (OPTIONAL)

Depending on the needs and desires of the communitym the Subarea Plans can dive deeper into specific issues around land use, transportation, recreation and open space, or even historic preservation and urban design. For example, Tuscawilla's Subarea Plan may include a more robust discussion around historic preservation, as the buildings in that primarily residential neighborhood embody a period when Ocala functioned as a bustling central hub for much of Central Florida. West Ocala's Subarea Plan will likely focus on the more auto-dominant SR 40 as a primary gateway to the heart of Ocala that is well-posed for revitalization, infill, and reuse. We will work closely with the City to craft plans that resonate with the community and reflect their priorities and to select impactful catalytic projects and/or sites for each Subarea.

Each Subarea Plan's work plan and schedule will be tailored to meet the needs of the community. A typical work plan could include the following:

- Project Kick-Off to identify and discuss opportunities, constraints, project goals, and engagement methods.
- Inventory and Needs Report that includes a quantitative and qualitative inventory of neighborhood assets and existing conditions including the creation of visualizations to support the report and the review of the Community Redevelopment Agreement, if applicable, for potential incorporation.
- Public Engagement to be developed with staff to meet the needs of the community. This could include a community survey, interviews, pop up events, visioning workshop, or other methods depending on the desire to have a more robust and intimate engagement process at this stage.
- Final Subarea Plan to be developed based on the information, input, and assessments gathered in the previously mentioned tasks. The Subarea Plan will include specific actions and a phasing plan to implement the recommendations within the plan.

PROJECT SCHEDULE

DELIVERABLE	TASK	TASK NAME	MONTH OF COMPLETION		
			2023	*2024*	*2025*
1 – Vision 2050					
	1	Data Collection and Analysis of Current Conditions	December		
	2	White Paper Analysis of Vision 2035		January	
	3	Equitable Engagement		January to May	
		Citywide Summits (2)		March	
		Supplemental Meetings		May	
	4	Vision 2050 Graphic Document		July	
	5	Final Presentation		August	
2 – Comprehensive Plan Update					
	1	Evaluation of the Plan		September	
	2	Drafting Policy Updates		November	
		Map Series		December	
	3	Planning & Zoning Board			January
		Final Document			March
Optional					
		Website and Survey Tool		January to May	

PROJECT COST

TAB 6



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TAB 6 PROJECT COST

Kimley-Horn will perform the services described in Deliverables 1 and 2 for the not to exceed cost of $163,000 based on staff hours and schedule of professional fees. An additional $12,000 has been allocated for an optional website and maintenance. It is understood the fees provided below are for budget purposes only and may be adjusted within each task providing the total fee is not exceeded.

TASK	FEE
Deliverable 1 – Vision 2050	**$98,000**
White Paper Analysis of Vision 2035	$8,000
Citywide Summits (2)	$12,000
Targeted Focus Groups (3)	$6,000
Data Collection and Analysis of Current Conditions	$30,000
Vision 2050 Graphic Document	$37,000
Final Presentation	$5,000
Deliverable 2 – Comprehensive Plan Update based on Vision 2050	**$65,000**
Plan Evaluation	$5,000
Policy Drafting	$42,000
Map Series	$6,000
Planning & Zoning Board and Final Document	$12,000
Website and Survey Tool	**$12,000**
Total	**$175,000**
Optional Tasks	
Deliverable 3 – Unified Land Development Code based on Vision 2050	TBD see rates
Deliverable 4 – Subarea Plans	TBD see rates

Below we have provided fully loaded hourly rates for tasks that lack a definable work product.

ROLE	HOURLY RATE
Analyst	$128.00
Designer	$154.00
Professional	$179.00
Senior Professional	$221.00
Project Manager	$258.00
Principal	$325.00

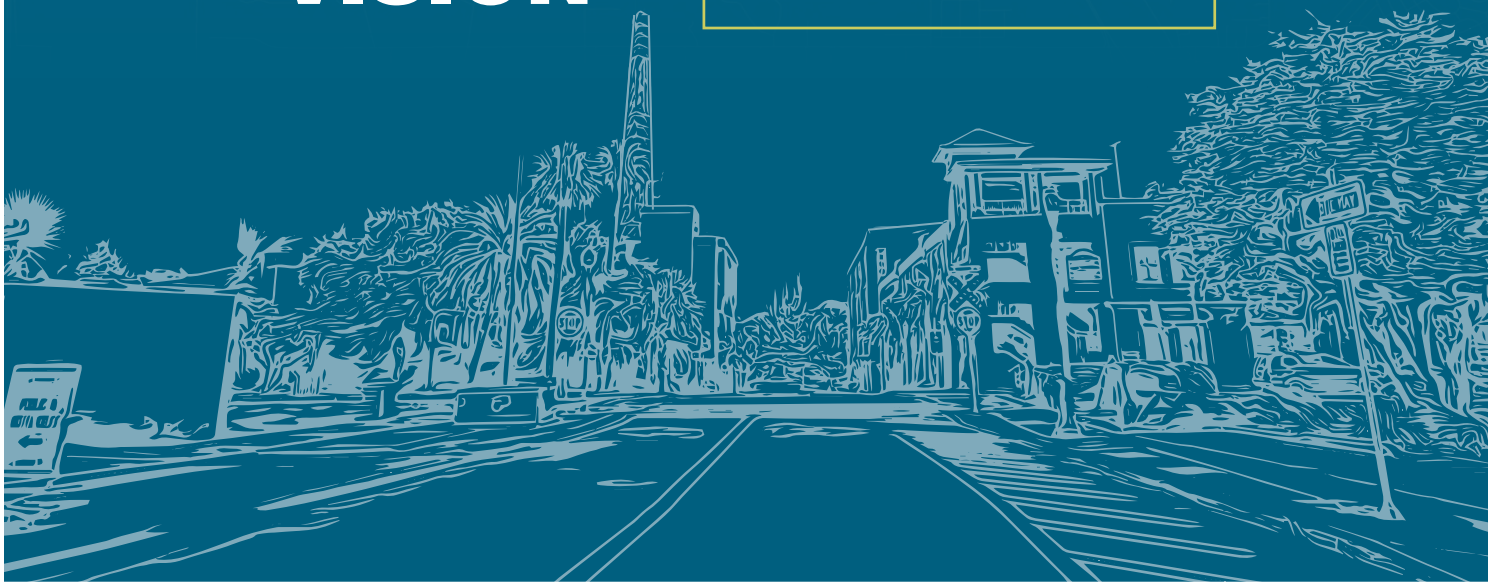
CITY OF OCALA

INVITATION TO NEGOTIATE - RFP#: GRM/230625

PROFESSIONAL URBAN PLANNING CONSULTING SERVICES

2050 VISION

MASTER PLAN UPDATE



Kimley-Horn and Associates, Inc.
2619 Centennial Boulevard
Suite 200
Tallahassee, FL 32308

CONTACT
Alessandria `Ali' Palmer
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Ali.Palmer@kimley-horn.com

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COVER LETTER/LETTER OF INTEREST

TAB 1



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TAB 1 COVER LETTER/ LETTER OF INTEREST

August 22, 2023

City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

RE: RFP#: GRM/230625 Professional Planning Consulting Services

Dear Members of the Selection Committee:

We understand the City of Ocala established a community-centered Vision plan which has driven realistic, transformative action. Recognizing that Vision 2035 has served its purpose, the City is requesting an update to better align with Ocala's Vision for 2050. Ocala and surrounding areas have experienced continued growth and development—with great success from the City's hospitality and recreational ventures. As your consultant, we understand maintaining and improving this quality of life is essential for your residents and visitors. We must ensure Ocala maintains a thriving culture of the arts, local history is preserved in place, and the City continues to be a safe and sustainable community. As long-time members of the Ocala community and specialists in the field of community planning, we are committed to Ocala Vision 2050 and updating the Comprehensive Plan. Our team brings the following benefits to the City:

A Trusted Partner. Kimley-Horn has had the privilege of partnering with the City of Ocala for over 20 years. We understand Ocala's distinctive character and the challenges you face. We have witnessed positive changes, but we recognize the outstanding challenges—from a lack of mixed-use development to roadways forming physical barriers that divide the City.

Unparalleled Experience. Our team has a history of delivering similar projects in communities of all shapes and sizes. Our core team have guided communities through the visioning process in Edgewater and Palm Springs, Florida. We have reviewed, updated, and developed comprehensive plans in communities such as Putnam County, Sebastian, Oakland Park, and Crestview, as well as a number of municipalities with a growing need for improved infrastructure. We have also developed and updated land development codes in Orange and Seminole County as well as in smaller jurisdictions like Indian River Shores.

A Tailored Approach. We're not testing a process—we're tailoring it to a City we know very well. Our approach ensures your community's voice permeates the planning process and sets the stage for the goals and objectives of the plan. Our team is comprised of engagement specialists who will create a customized strategy that reaches people in meaningful ways, including traditional meetings, meet-and-greets at local events, focus group sessions, and online surveys. We have intentionally assembled a team that specializes in community engagement across the board, and these partners are locally recognized for their engagement work throughout Florida.

Kimley-Horn shares your vision for a bright and economically sustainable future. We sincerely appreciate your consideration of our team, and we look forward to providing your community with planning services that make Ocala an even greater place to live, work, and play.

Very truly yours,
Kimley-Horn and Associates, Inc.

Alessandria 'Ali' Palmer
Project Manager

Richard Busche, P.E.
Authorized Representative

Note:

1. *As a Senior Vice President of the firm, Richard Busche is fully authorized to contract on behalf of Kimley-Horn.*
2. *Please direct all questions regarding this proposal to Richard Busche. His physical/mailing address is **1700 SE 17th Street, Suite 200, Ocala, FL 34471**. His email address is **Richard.Busche@kimley-horn.com***

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PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

TAB 2



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TAB 2 PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

1. ORGANIZATIONAL CHART

CITY OF OCALA



Project Manager
Alessandria 'Ali' Palmer



QA/QC
Amber Gartner, P.E.



Deputy Project Manager
Eliza Juliano, CNU-A

VISIONING AND ENGAGEMENT

Alessandria 'Ali' Palmer
Eliza Juliano, CNU-A
Angela Coullias
Hadley Peterson, AICP
Lindsay Slautterback, AICP

COMPREHENSIVE PLAN

Future Land Use
Alessandria 'Ali' Palmer
Hadley Peterson, AICP
Eliza Juliano, CNU-A

Housing
Alessandria 'Ali' Palmer
Hadley Peterson, AICP

Recreation, Open Space, and Cultural Arts
Lindsay Slautterback, AICP
Hadley Peterson, AICP

Conservation
Lindsay Slautterback, AICP
Steven Brighton

Transportation
Amber Gartner, P.E.
Lindsay Slautterback, AICP
Eliza Juliano, CNU-A

Infrastructure and Capital Improvements
Alan Garri, P.E.
Richard Busche, P.E.
Stewart Hill, P.E.

SPECIALISTS

Historic Preservation
Blair Knighting, AICP

Economic Development
Jessica Rossi, AICP

Resilience and Sustainability
Macy Falcon, AICP, CFM
Angela Coullias

Demographics
William Roll, AICP, CNU-A

Main Street
Laura Cicone

Geographical Information Systems (GIS)
Amber Crane

The staff identified above are qualified to develop the Unified Land Development Code and the Subarea Plans.

2. RESUMES OF KEY PERSONNEL

Resumes begin on the following page. **Per the RFP, these pages do not count toward the 20-page limit.**



Alessandria 'Ali' Palmer

Project Manager

Ali has more than 19 years of planning experience and has worked on both long-range and current planning projects throughout Florida. She has experience working with government agencies facilitating vision studies, evaluation and appraisal reports, data and inventory analysis, public engagement plans, policy drafting and consensus, and transmittal and certification of these efforts. She routinely coordinates and conducts public meetings and presentations as well as engagement and visioning charrettes. In addition to comprehensive planning, Ali's work includes land development code updates, community redevelopment area master plans, small area planning, art and culture plans, master planning, design guidelines, and historic preservation districts. She is a public hearing veteran with experience in both judicial and quasi-judicial hearing procedures, and she regularly appears before elected bodies and planning boards in addition to serving as an expert witness with respect to land use planning and zoning issues.

Professional Credentials

- Master, Urban and Regional Planning, Florida Atlantic University
- Bachelor of Science, Social and Political Science, Florida State University
- Florida Chapter of the APA, Vice President of Section Affairs
- American Planning Association (APA) Florida Chapter, Capital Area Section Vice Chair
- Congress for the New Urbanism (CNU), Florida Summit Committee Member
- Knight Creative Communities Institute, Community Catalyst
- Urban Land Institute (ULI), UrbanPlan Facilitator

Special Qualifications

- Over 19 years of community planning experience in Florida practicing current and long-range planning including policy, comprehensive planning, current planning/zoning and development
- Wide-ranging experience working with local government, community redevelopment agencies, economic development councils, and private-public partnerships
- Community storyteller practiced in engagement, visioning, data collection, plan evaluation and analysis, policy drafting, and statutory compliance

RELEVANT EXPERIENCE

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Manager. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions and provide supporting data for the second phase which will plan for the desired future of Oakland Park. This phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Visioning, Comprehensive Plan, and LDR Revisions, Palm Springs, FL — Project Planner. Kimley-Horn assisted the Village of Palm Springs in the complete revision of its Comprehensive Plan, including associated Future Land Use and Zoning Maps, as well as leading the Visioning process. Services also included an effort to identify a "vision" for the Village and its future redevelopment and economic growth in the area outside the "Historic Village." Kimley-Horn completed the visioning process including the preparation of redevelopment scenario graphics that illustrate the preferred vision.

EAR and Comprehensive Plan Update, Crestview, FL — Project Manager. Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies.

Land Development Code Update, Indian River Shores, FL — Project Manager. Kimley-Horn is completing LDC updates to be consistent with the current Comprehensive Plan as well as State and Agency requirements. Tasks include project kick-off and input meetings, data analysis and consistency review, an amendment matrix, draft updated text of the LDC, public workshops, and Town council adoption hearings.

City Center Small Area Plan, Port St. Lucie, FL — Project Manager. Working with the City's Community Redevelopment Agency (CRA) to explore initiatives that would result in a Small Area Plan document for the City Center encompassing the overall vision of City governing literature as well as a detailed narrative and illustrative concept plan. The goal of the Small Area Plan is to provide a guide that will support the lasting redevelopment of the property known as City Center. Tasks include the composing a condition and needs report, creation of a web-based survey created on the MetroQuest platform and live public input meetings through virtual platforms.

Kimley»Horn



Eliza Juliano, CNU-A

Deputy Project Manager

Eliza has more than 17 years of experience engaging in a wide variety of planning and design projects ranging from new communities to form-based coding to multimodal transportation. A key focus of her work is improving the relationship between urban design and multimodal transportation to improve sustainability and quality of life. Eliza is engaged in advocacy and leadership on smart growth issues on a local and national level. She has led numerous vision studies and comprehensive plans in the Central Florida region, serving clients such as Orange and Seminole Counties.

Professional Credentials

- Master, Urban Planning, Harvard University
- Bachelor of Arts, Biochemistry, Harvard University
- Congress for the New Urbanism Accredited (CNU-A)
- Congress for the New Urbanism, National Board Chair 2018, Orlando Coordinator

Special Qualifications

- Community planner with over 17 years of experience
- Engaged in a wide variety of planning and design projects ranging from new communities to form-based codes and multimodal transportation
- Focuses on improving the relationship between urban design and multimodal transportation to improve sustainability and quality of life
- Engaged in advocacy and leadership on smart growth issues locally and nationally

RELEVANT EXPERIENCE

Orange Code and Vision 2050, Orange County, FL — Project Planner. Leading a consultant team in a comprehensive update of Orange County's Zoning and Land Development Code which includes a major streamlining effort and the introduction of sustainable and form-based elements which have the potential to significantly change the future of Orange County. Our team has also been assisting County staff with planning and public engagement on a concurrent overhaul of the County's comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

Envision Seminole 2045 and LDC Update, Seminole County, FL— Project Planner. Worked with Seminole County on a targeted update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates include reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. In parallel to this effort, the team is engaged the community in a 20-year vision plan that will guide the next update to the comprehensive plan to reflect the community's desires and anticipate needs through 2045.

Downtown Vision Plan and CRA Plan Update, Edgewater, FL — Project Manager. Kimley-Horn is working with City staff through a variety of visioning outreach engagement workshops and interviews will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the CRA Plan.

Comprehensive Plan and Land Development Code Update, Titusville, FL — Project Manager. Kimley-Horn is collaboratively working with City staff and community stakeholders to assess and provide recommendations on implementing new development standards in correlation to the Titusville Tomorrow Vision Plan that the same team developed in 2015. The planning process includes several stakeholder workshops, mapping exercises, and design renderings.

Titusville Tomorrow, Titusville, FL — Project Manager. Completed with her previous firm, this project included the development of a Community Vision and Comprehensive Plan update for a city of 45,000 people including downtown revitalization strategies, waterfront planning, corridor branding, and multimodal policy. Worked collaboratively with Titusville's City staff and community stakeholders to develop a vision for the future and an approach to restructuring the City's Comprehensive Plan, both of which were unanimously accepted by City Council. The process included a series of stakeholder workshops that allowed community members to express their concerns and explore opportunities. Upon the conclusion of the public workshops, a clear vision emerged that focused on three key elements: growing downtown, activating and protecting the waterfront, and enhancing the City's gateway corridors. Partnered with City staff to align the City's Comprehensive Plan with the goals laid out in the vision. The update used an integrated, cross-disciplinary approach to plan for vibrant, efficient mixed-use places. The result was a significantly restructured Comprehensive Plan with a dedicated element for "Places," a unified matrix of implementation strategies, and a proposed future land use map simplified to enable mixed use places and targeted redevelopment.

Kimley»Horn



Angela Coullias

Visioning and Engagement; Unified Land Development Code, Subarea Plans

Angela has over a decade of professional design and planning experience with a focus and passion for urban design, walkability, and sustainability. She loves to explore and utilize innovative planning and stakeholder engagement tools to help shape the future of communities. Her professional design and planning experience in public and private sectors includes various project work, including comprehensive planning, community vision plans, higher education campus master plans, public engagement, multimodal planning, GIS analysis, and other technical/graphical support for various agencies. Angela understands that there is a multitude of elements and layers that encompass a prosperous community and its surrounding region. She also understands the importance of each of those elements and how they work cohesively, ultimately improving the quality of life and the longevity of a region, city, neighborhood, or campus.

Professional Credentials

- Master of Urban and Regional Planning, University of Florida
- Bachelor of Design, Architecture, University of Florida
- American Planning Association (APA), Member
- Congress for the New Urbanism (CNU), Member

Special Qualifications

- Over 11 years of experience between planning and urban design, both in public and private sectors
- Has been engaged as a project management and senior planner on a variety of master plans throughout the southeast U.S.
- Experience in project management, urban design, site planning, policy research and implementation, and public engage

RELEVANT EXPERIENCE

Orange Code and Vision 2050, Orange County, FL — Project Planner. This project entails a comprehensive update of Orange County's Zoning and Land Development Code which includes a major streamlining effort and the introduction of sustainable and form-based elements which have the potential to significantly change the future of Orange County. Our team has also assisted County staff with planning and public engagement on a concurrent overhaul of the County comprehensive plan including a Place Types approach to future land use and enabling the form-based code.

Envision Seminole 2045 and Land Development Code Update, Seminole County, FL — Project Manager and Senior Planner. Working with Seminole County on a targeted update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates include reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. In parallel to this effort, the team is engaging the community in a 20-year vision plan that will guide the next update to the comprehensive plan to reflect the community's desires and anticipate needs through 2045.

Downtown Vision Plan and CRA Plan Update, Edgewater, FL — Project Manager. Kimley-Horn is working with City staff through a variety of visioning outreach engagement workshops and interviews will refine and document the Citywide Vision plan including strategies for implementation and priority items, as well as provide refinement to strategies based on changes since adoption, and strategies to the CRA Plan.

Comprehensive Plan and Land Development Code Update, Titusville, FL — Project Manager. Collaboratively working with City staff and community stakeholders to assess and provide recommendations on implementing new development standards in correlation to the Titusville Tomorrow Vision Plan the same team developed in 2015. The planning process includes several stakeholder workshops, mapping exercises and design renderings.

Sustanee Community, Orange County, FL — Senior Planner. Providing consulting and design services for an environmentally focused large-scale master planned community in East Orange County within close proximity to the University of Central Florida. The project site is approximately 1,400 acres that includes around 2,000 dwelling units, focused on multimodal connectivity, eco-education, and sustainable design practices.

Kimley»Horn



Hadley Peterson, AICP

Visioning and Engagement; Comprehensive Plan: Unified Land Development Code

Hadley is a bilingual planning professional with five years of urban planning and design experience in public, private, and non-profit sectors. Her work aims to co-create engagement processes, planning policies, and tactical interventions with communities to build a shared future. She has a passion for sustainable and equitable urban planning and design, and her experience ranges from developing form-based code to county-wide comprehensive planning and streetscape design to housing solutions.

Professional Credentials

- Masters of Urban and Regional Planning, Florida State University
- Bachelor of of International Studies and Spanish Linguistics, Florida State University
- American Institute of Certified Planners, #35325

Special Qualifications

- Bilingual professional with five years of urban planning and design experience
- Creates engagement processes, planning policies, and tactical interventions within communities
- Experience ranges from developing form-based code to county-wide comprehensive planning and streetscape design to housing solutions

RELEVANT EXPERIENCE

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Land Development Code Update, Indian River Shores, FL— Project Planner. Under a continuing engineering services contract with the Town of Indian River Shores, Kimley-Horn is completing land development code updates to be consistent with the current Comprehensive Plan, as well as State and Agency requirements. The Town last amended its Comprehensive Plan in 2021 after transmittal to the Department of Economic Opportunity. The Land Development Code (LDC) was originally codified in 2016 by way of Ordinance Number 522 on June 16, 2016. Tasks include project kick-off and input meetings, data analysis and consistency review, an ammendment matrix, draft updated text of the LDC, public workshops, and Town council adoption hearings.

Comprehensive Plan and Land Development Code Update, Jacksonville Beach, FL — Project Planner. Kimley-Horn is working to identify data and information needs for the update of both the City's Comprehensive Plan and LDC. This includes preparation of a desktop audit and assessment of the City's Land Development Code, 2030 Comprehensive Plan, City Charter, and other related documents specifically identifying those areas to be addressed as part of the update. Outreach efforts include City-facilitated workshops, updates to the project website, and a project outreach and walkabout tour. The team is working to identify and address inconsistencies, duplications, strengths, weaknesses, emerging/missing land use categories, as well as ways to make the Comprehensive Plan more effective and user-friendly. Kimley-Horn will update both documents with input gathered from the workshops.

EAR and Comprehensive Plan Update, Crestview, FL — Project Planner. Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies. These tasks are coupled with stakeholder engagement with City Council to ensure that community values are upheld, and consensus is reached.

Kimley»Horn



Lindsay Slautterback, AICP

Visioning and Engagement; Comprehensive Plan: Recreation, Open Space, and Cultural Arts, Conservation, Transportation

Lindsay is a planner with experience in a variety of areas, most notably environmental and transportation services. She has significant experience in materials development and coordination of public engagement events. She is experienced in ArcGIS software. She provides technical support for projects that involve multimodal improvements to existing and planned transportation networks. Notable projects that Lindsay has assisted with include the Tallahassee-Leon County Bicycle and Pedestrian Master Plan, the Southwest Area Transportation Plan, Connections 2045 Regional Mobility Plan, and the Midtown Area Transportation Plan.

Professional Credentials

- Master of Science, Planning, Florida State University
- Bachelor of Science, International Affairs & Environmental Studies, Florida State University
- American Institute of Certified Planners, #31951

Special Qualifications

- Over six years of experience with environmental and transportation services
- Experience with public events coordination and ArcGIS software
- Experience providing technical support for projects that involve multimodal improvements to existing and planned transportation networks

RELEVANT EXPERIENCE

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Visioning, Comprehensive Plan, and LDR Revisions, Palm Springs, FL — Project Planner. Kimley-Horn assisted the Village of Palm Springs in the complete revision of its Comprehensive Plan, including associated Future Land Use and Zoning Maps, as well as leading the Visioning process. Services also included an effort to identify a "vision" for the Village and its future redevelopment and economic growth in the area outside the "Historic Village." Utilizing the Village's visioning effort from 2022, Kimley-Horn completed the visioning process, including the preparation of redevelopment scenario graphics that illustrate the preferred vision. We also provided market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses in the Vision.

Ocala-Marion County TPO Regional Trail Corridor and Supportive Facility Plan, Ocala, FL — Project Planner. The Ocala-Marion County TPO is developing a world class multi-use trail system for its citizens that will provide transportation options, recreational opportunities, and economic development for generations to come. Kimley-Horn was retained to identify and plan regional connections to advance the overall bicycle and pedestrian network by connecting to municipalities, community developments, and the County. This project also determined regional applications for trailheads and connections to major activity centers, employment centers, and other points of interest like parks and open spaces. The Plan resulted in guidance that establishes how all subsequent multi-use trails will be built and implemented in the future.

Bicycle and Pedestrian Master Plan, Tallahassee, FL — Project Planner. Kimley-Horn completed the update to the Tallahassee-Leon County Bicycle and Pedestrian Master Plan, which included a strong focus on existing conditions and what those conditions mean for encouraging cycling and walking, public input focused in key areas of the community, and prioritizing projects that will be help make better east/west and north/south connections within Leon County. A robust GIS analysis was completed to determine the Bicycle Comfort Level on every road within the County. This innovative methodology utilized FDOT and Tallahassee-Leon County data to arrive at cyclist levels of comfort on the roadway system. This allowed the project team to strategically identify routes with viable facilities and to specifically identify where roadway improvements will have a positive impact on the study area's bike network. Project analyst assisted with data collection, GIS analysis, public engagement coordination and implementation, and plan and recommendation development.

Kimley»Horn



Steven Brighton

Comprehensive Plan: Conservation

Steven is an Environmental Scientist with seven years of experience in natural resource assessment and listed species surveys working on both public and private sector projects, including environmental restoration, trails, roadways, bridge replacements, utilities, solar, residential developments, and shoreline cleanup and assessment. Steven's experience includes wetland delineation, wetland functional assessment, wetland restoration planning and monitoring, listed species surveys and permitting, Environmental Resource Permits (ERP), State 404 ERPs, city and county level wetland permitting, stream assessment, habitat assessment, listed species surveys, U.S. Fish and Wildlife Service Incidental Take Permits (ITP), Florida Fish and Wildlife Conservation Commission ITPs, technical writing, and ArcGIS.

Professional Credentials

- Bachelor of Science, Environmental Management, University of West Florida
- Florida Association of Environmental Professionals, Treasure Coast Chapter, Member

Special Qualifications

- Extensive experience with GIS mapping/spatial analysis and aerial interpretation
- Experience with LAP coordination and Categorical Exclusion Permitting
- Experience with Gopher Tortoise Surveys and Relocation
- Extensive experience with endangered species surveying including: scrub-jays, gopher tortoises, eagles, sandhill cranes, sand skinks, seagrass, sea turtle nests, and wood storks

RELEVANT EXPERIENCE

SE 132 Street, Marion County, FL — Environmental Scientist. Steven conducted habitat and wetland mapping along the corridor as well as surveys for gopher tortoises, scrub-jays, and sand skinks for a utility line to be placed along this roadway in Marion County.

Miami River Development, Miami, FL — Environmental Scientist. Steven conducted site assessments, including vegetative and endangered species surveys for this proposed mixed-use development along the Miami River. The Miami River project is planned to cover a three-block area that will be bordered by the Miami River, SW 7th Street, SW 3rd Avenue and SW 2nd Avenue in Downtown Miami, right off of I-95. The master plan is broken in to five phases, which will include two 58-story towers, two 60-story towers, and two three-story structures connected by walkways at the 2nd, 3rd, and 9th level. The proposed master plan outlines a mixed-used development consisting of commercial, office, lodging, entertainment, and residential spaces.

Sun Trail, Port St. Lucie, FL — Environmental Scientist. Steven conducted habitat and wetland mapping, as well as endangered species surveys (gopher tortoise, bald eagle, red-cockaded woodpeckers) for a proposed pedestrian/bike trail through Savannas Preserve State Park.

Turnpike Spur and Heft, Miami-Dade County, FL — Environmental Scientist. Steven conducted bonneted bat survey along the project corridor and prepared a memo for US Fish and Wildlife detailing our findings.

North Palm Springs, Miami-Dade County, FL — Environmental Scientist. Steven conducted habitat mapping and endangered species surveying, including wood storks, eagles and eagle nests. Prepared wood stork foraging analysis to determine necessary mitigation required for federal agencies.

Hollywood LAP Coordination, Broward County, FL — Environmental Scientist. Steven surveyed the project corridor for endangered species, wetlands, cultural resources, and potential contamination sites. Completed Categorical Exclusion permitting through the FDOT.

CR 2006, Flagler County, FL — Environmental Scientist. Steven conducted a site visit to delineate wetlands and survey for endangered species. Also performed habitat and wetland mapping for this road widening and repaving project in Flagler County.

Surf Park, Palm Beach County, FL — Environmental Scientist. Steven performed wetland and habitat mapping and US Army Corps of Engineers permitting for a recreational surf park in unincorporated Palm Beach County.

Kimley»Horn



Amber Gartner, P.E.

QA/QC; Comprehensive Plan: Transportation, Unified Land Development Code

Amber has 17 years of transportation engineering experience that includes design traffic forecasting, traffic impact analysis, transportation planning, transportation modeling, signal design, pavement management, signing and pavement marking, roadway design and permitting, and bidding and construction phase administration assistance. Amber is skilled with organizing and hosting public meetings and developing consensus with the public and local officials.

Professional Credentials

- Master of Science, Civil Engineering, University of Florida
- Bachelor of Science, Materials Science and Engineering, University of Florida
- Professional Engineer in Florida, #72294
- Florida Engineering Society, Forest Chapter State Director
- MathCOUNTS Committee Co-Chair

Special Qualifications

- 17 years of experience in transportation engineering
- Team leader and project manager for traffic operational analysis, design traffic and corridor planning studies, public infrastructure projects such as roadway resurfacing and improvements, signal design, traffic impact studies, and public meeting oversight
- Proficient with Microsoft Project, Synchro, Highway Capacity Software (HCS), ARTPLAN, FSUTMS, and ArcGIS

RELEVANT EXPERIENCE

Osceola Trail (aka Osceola Trak) Improvements, Ocala, FL — Project Engineer. The City of Ocala wanted to expand the level of improvements along certain sections of the Osceola Trak located in downtown Ocala. Improving the pedestrian experience created a more inviting trail corridor for bicyclists and pedestrians to enjoy, as well as provided access to and connection between cultural attractions within the City. Kimley-Horn prepared design concepts for the addition of hardscape, site furnishings, lighting, landscape, public art, public gathering areas, interface with catalytic sites along the trail, and wayfinding signage. This project is ultimately part of the extensive planned trail network within Ocala and Marion County and serves to connect downtown Ocala to the Heart of Florida Loop.

NE 58th Avenue and SR 35 Trail Crossing Study, Ocala, FL — Project Manager. Kimley-Horn prepared a trail crossing study for two future trail crossings in Marion County. The project included field reviews, evaluation of speed data, existing conditions, traffic volumes, and design considerations to develop recommendations for the appropriate trail crossing type and location. Preliminary concepts and opinion of probable cost were developed for each recommendation.

SW 42nd Street Flyover (SR 200 to SW 27th Avenue), Ocala, FL — Project Engineer. Kimley-Horn served as the lead design consultant for this east-west roadway corridor improvement project through the south side of Ocala. Under this project, SW 42nd Street was reconstructed as a four-lane urban collector roadway between SR 200 and SW 27th Avenue (1.60 miles) with a new flyover bridge over I-75, approximately 0.5 miles south of the SR 200 interchange. Kimley-Horn provided a full range of roadway design services, including highway and bridge design, traffic analysis, signing and pavement marking, signalization, permitting, utility coordination, and public involvement. The team also worked with the City to coordinate with the major land owner (Red Oak Farms) along the proposed alignment in order to minimize right-of-way acquisition.

Ocala-Marion County TPO 2035 Bicycle/Pedestrian Master Plan, Ocala, FL — Project Engineer. The plan included all of Marion County and the five municipalities within the TPO oversight. The project scope included data collection, public involvement meetings and design charrettes, workshops and meetings with numerous regulatory agencies, councils and elected boards. Kimley-Horn prepared complete recommendations for all aspects of the master plan, including design plans, cost estimates, recommended programming. At completion, a formal master plan was created and approved by the TPO board in 2015 and several of the key projects have been constructed or funded for future phases.

CR 484 Widening, Ocala, FL — Project Engineer. Kimley-Horn is providing design, permitting and bidding assistance services for the widening of CR 484 in Marion County. The primary objective of this project is to widen CR 484 from an existing two-lane undivided roadway to a four-lane divided roadway to support future traffic and a future Industrial Park as part of a Future Job Growth Infrastructure Grant Agreement with the State of Florida DEO.

Kimley»Horn



Alan Garri, P.E.

Comprehensive Plan: Infrastructure and Capital Improvements, Unified Land Development Code

Alan is a senior project manager with more than 21 years of experience involving water, wastewater, stormwater, and roadway design. Alan's expertise includes water quality for TN removal, septic to sewer programming and design, vacuum sewer design, and hydrology and hydraulic modeling. Alan has designed and managed the construction of several traditional gravity sewer and lift station systems, vacuum sewer systems, and low-pressure systems in the Ocala/Marion County area and throughout the state. Alan sits on the City of Ocala Utility Advisory Board and currently manages our Citywide Engineering Services contract with the City.

Professional Credentials

- Bachelor of Science, Mechanical Engineering, University of Florida
- Professional Engineer in Florida, #70674
- Florida Engineering Society, Member
- Florida Institute of Consulting Engineers (FICE), Member
- American Water Resources Association (AWRA), Member
- Florida Stormwater Association (FSA), Member
- City of Ocala Utility Advisory Board, Member

Special Qualifications

- 21 years of experience involving water, wastewater, drainage, and roadway design
- Extensive experience with Water Management Districts and FDEP loan and grant funding programs
- Member of the SWIM Technical Advisory Board evaluating the health of the springs and rivers in Citrus and Marion County

RELEVANT EXPERIENCE

Risk and Resilience Assessment, Ocala, FL — Project Manager. Kimley-Horn prepared a Risk and Resilience Assessment (RRA) of the City's water system in compliance with the American's Water Infrastructure Act of 2018 (AWIA). The RRA consisted of the risk to the system from malevolent acts and natural hazards, the resilience of the infrastructure, including SCADA/cyber resilience, the monitoring practices of the system, he financial infrastructure of the system, the use, storage, or handling of various chemicals, and the operation and maintenance of the system. The assessment was prepared in accordance with the AWWA J100-10(R13) standard for Risk and Resilience Management of Water and Wastewater Systems. Additionally, the RRA developed by Kimley-Horn utilized the EPAs Vulnerability Self-Assessment Tool (VSAT) to facilitate adherence to the applicable standards and compliance with the AWIA.

Forcemain Extension from Lift Station 5 to Lift Station 17, Ocala, FL — Project Manager. Kimley-Horn was retained by the City of Ocala to design a new forcemain to route the existing wastewater flows from Lift Station (No.5) to LS 17 and the required pump upgrades for LS 38, LS 88, and LS 57 as part of the City's Wastewater Master Plan. This project consists of design and permitting of approximately 9,000 linear feet of new 18-inch forcemain from LS 5 to LS 17 and lift station modification plans and pump upgrades for LS No.38, LS No. 57, and LS No. 88. Our team coordinated with utility owners along the proposed force main route. Additionally, our team performed permitting activities with the Florida Department of Environmental Protection, St. Johns River Water Management District, FDOT, and CSZ for Utility Crossing Application.

Ocala WTF Feasibility Analysis, Ocala, FL — Project Engineer. Kimley-Horn prepared a water treatment facility analysis for the recently constructed lower Floridan aquifer well and potential future well supplies. The purpose of the analysis was to plan the treatment necessary to treat the water supply to potable water quality, integration of the existing and new water treatment facilities, blending of the two water supplies, and identification of the optimal water treatment ratios of the existing and future treated water supplies. The feasibility analysis focused on available treatment alternatives, anticipated water qualities and capital cost for each, integration techniques within the City, existing infrastructure and new blending facilities, and establishing the recommended road map for the City of Ocala's future treatment needs.

WRF #3 Biosolids Dewatering/Drying Systems Evaluation, Ocala, FL — Project Manager. Kimley-Horn provided professional engineering services regarding biosolids dewatering system evaluations and conceptual design. Due to the age and performance of the existing Dragon Drying System, Kimley-Horn conducted an evaluation of various biosolids dewatering and drying system replacement options. The scope of work included preparing conceptual design and life cycle cost evaluations to compare each selected alternative. The City's goal was to develop a plan to replace the existing biosolids treatment system with a more efficient option and provide Class AA biosolids within a three-year time frame.

Kimley»Horn



Richard Busche, P.E.

Comprehensive Plan: Infrastructure and Capital Improvements, Unified Land Development Code

Richard has 26 years of experience—all with Kimley-Horn—successfully managing and delivering large, complex projects for both the public and private sectors. He is experienced in commercial, mixed-use, and industrial projects as well as roadway design, hydrologic modeling, and watershed planning, stormwater design, utility design, and residential projects. Richard's significant experience includes construction phase administration and oversight of complicated construction projects with multi-million-dollar budgets. He is skilled in public presentations and involvement programs, consensus building, and public hearing presentations and is a recognized expert witness in the engineering field. Richard earned his degree in Civil Engineering at the University of Florida and is a member of the Florida Engineering Society (FES), National Society of Professional Engineers (NSPE), and Rotary International.

Professional Credentials

- Bachelor of Science Civil Engineering, University of Florida
- Professional Engineer in Florida, #58568
- Florida Engineering Society, Past President (Forest Chapter)
- National Society of Professional Engineers (NSPE)

Special Qualifications

- Over 26 years of civil engineering experience, with 18 years in Lake, Sumter, and Marion Counties
- Recognized expert witness in civil engineering field
- Experienced water resources planner and hydrologic modeler for large-scale watershed improvement projects

RELEVANT EXPERIENCE

Marion County SW 52nd Street Flood Mitigation Program, Ocala, FL — Project EngineerKimley-Horn is providing engineering services to Marion County for the design and permitting of stormwater and roadway improvements along SW 52 Street. The program consists of field surveying, geotechnical services, environmental assessments, design plans, and regulatory agency permitting for improvements along SW 52nd Street to mitigate flooding during significant storm events. Using the existing basin Watershed Management Plan as a basis, Kimley-Horn collected and utilized survey data, geotechnical and environmental investigations, field visits, landowner interviews, and updated GIS/ICPR modeling parameters to optimize the existing conditions model. For calibration of the existing conditions model, Kimley-Horn created a new storm event based upon the September 2017 Hurricane Irma event. Project improvements made included new stormwater retention areas, associated stormwater conveyance infrastructure, and the partial redesign of SW 52nd street to raise the roadway profile. The project also involved coordinating with the County to comply with Hazard Mitigation Grant Program funding requirements. Project currently in the permitting stage.

Ocala Gateway, Ocala, FL — Project Manager. Kimley-Horn provided updated creative concepts and budget cost estimating for gateway signage concepts at the I-75/42nd Street Flyover location. The County desired the design to include signage types typically used for tourism development to attract visiting and future travelers, special events, and sport events. The project required coordination with FDOT regarding the recent installation of palm trees at the location to determine the feasibility of moving trees to accommodate the desired Community Aesthetic Feature (CAF) designs. Kimley-Horn also created concepts for the 42nd Street Flyover CAF using images representative of the rural horse farm community as well as illuminated OCALA letters on the bridge and lighted icons on either side of the bridge abutments to enhance the gateway.

Rainbow Springs Stormwater Treatment Facility, Marion County, FL — Project Manager. Kimley-Horn provided full design and permitting for a new water quality facility for Marion County. The project was jointly funded with the Southwest Florida Water Management District. Existing conditions consisted of an unpermitted drainage retention area and direct discharges to a natural prairie from a residential development. Kimley-Horn worked with the University of Central Florida's (UCF's) Stormwater Academy professors on the implementation of a new treatment media for removal of nitrogen pollutants—UCF's proprietary "Bold and Gold" filter media. Kimley-Horn also designed a planted wet stormwater treatment facility and addressed conveyance changes needed to capture the runoff for treatment prior to discharge to the natural prairie. Kimley-Horn was responsible for survey, design, permitting, bid document specifications, and construction phase inspections.

Kimley»Horn



Stewart Hill, P.E.

Comprehensive Plan: Infrastructure and Capital Improvements, Unified Land Development Code

Stewart has 13 years of experience providing a variety of civil engineering services in North and Central Florida. He is an experienced project manager specializing in residential, commercial, and industrial developments. He provides a variety of civil engineering services including drainage analysis/design, preparation of pond siting reports and drainage maps, on-site permitting, watershed management plans, mitigation, agency documentation, and planning studies. His computer software experience includes AutoCAD, ArcGIS, StormCAD, and PONDS. Stewart has led projects in both private and public sectors from entitlements/concepts through design, permitting, and construction.

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #79410
- Florida Engineering Society (FES), Member
- Public Education Foundation of Marion County (PEFMC), Board Member

Special Qualifications

- Over 13 years of civil engineering experience in Central Florida
- Leads public and private projects from entitlements/ concept through design, permitting, and construction phases
- Computer software knowledge includes AutoCAD Civil 3D, ArcGIS, ICPR, StormCAD, PONDS, and WaterCAD

RELEVANT EXPERIENCE

CP 78 Stormwater Retrofit, Ocala, FL — Project Manager. Kimley-Horn provided engineering services to Marion County for design, permitting, and assistance during construction for the Silver Springs Shores Unit 7 Stormwater Retrofit Project CP 78. The project included the retrofit of three existing drainage retention areas located within Silver Springs Shores Unit 7. The purpose of the project is to improve water quality and treatment efficiency by studying the stormwater basins draining to each DRA and incorporating a Bold and Gold soil amendment design. Services under this Amendment included engineering design and permitting, surveying services, coordination with the County's geotechnical consultant, and assistance during the construction phase.

CR 501 and Warm Springs Avenue Improvements, Ocala, FL — Project Engineer. Kimley-Horn designed roadway, tunnel, traffic signalization, and roundabout improvements along both CR 501 and Warm Springs Avenue. The project included design of a two-lane roundabout, two tunnels underneath four-lane roadways, and the widening of approximately one mile of roadway from two to four lanes. Our scope included the design and permitting of the improvements, coordination with impacted utility owners, and providing assistance during the construction phase.

Florida Crossroads Commerce Park Road, Ocala, FL — Project Engineer. Kimley-Horn is providing design, permitting and bidding assistance services for Florida Crossroads Commerce Park Road in Marion County. This project will construct a new roadway from CR 484 due south through an agricultural area. Services include roadway design, drainage design, environmental analysis, utility design, signing and pavement marking, utility coordination, permitting with Marion County, SWFWMD, USFWS, and FWC, and bidding assistance.

SW 52nd Street Flood Mitigation Program, Ocala, FL — Project Manager. Kimley-Horn is providing engineering services to Marion County for the design and permitting of stormwater and roadway improvements along SW 52 Street. Using the existing basin Watershed Management Plan as a basis, Kimley-Horn collected and utilized survey data, geotechnical and environmental investigations, field visits, landowner interviews, and updated GIS/ICPR modeling parameters to optimize the existing conditions model. Project improvements included new stormwater retention areas, associated stormwater conveyance infrastructure, and the partial redesign of SW 52nd Street to raise the roadway profile. The project also involved coordinating with the County to comply with Hazard Mitigation Grant Program funding requirements.

Lemonwood Storm Repairs, Ocala, FL — Project Engineer. Kimley-Horn provided Marion County with engineering design, permitting, and bid assistance for repairs needed at an existing storm pipe outfall on SW 48th Street Road in the Lemonwood neighborhood. At this location, a drainage pipe that runs to the water retention area failed and became unusable. In addition, there was erosion occurring on a residential lot adjacent to the water retention area. Kimley-Horn investigated these failures, recommended repair methods, and prepared plans and permits for the repairs. Services provided included engineering design and permitting, surveying services, and bidding assistance.

Kimley»Horn



Blair Knighting, AICP

Specialist: Historic Preservation

Blair has 10 years of experience in historic preservation planning, analyzing zoning overlay regulations, land development entitlement procurements, and grant writing and management. She is a Qualified Secretary of the Interior Architectural Historian and experienced in Section 106 reports. Prior to transitioning to Kimley-Horn, she served as an Historic Preservation Planner for the City of Jacksonville. In this role, Blair regulated the City's three historic districts by ensuring all exterior alterations adhered to each district's historic preservation regulations and the Secretary of the Interior's Standards for Rehabilitation. Throughout her career, she has become an expert in stakeholder engagement by overseeing community meetings, appointing historic preservation commission meetings, and engaging neighborhood advocacy groups.

Professional Credentials

- Master, Historic Preservation, Minor in Urban and Regional Planning, University of Florida
- Bachelor of Science, Psychology, University of Florida
- American Institute of Certified Planners, #31913

Special Qualifications

- 10 years of experience in historic preservation planning, analyzing zoning overlay regulations, land development entitlement procurements, and grant writing and management
- Qualified Secretary of the Interior Architectural Historian with a focus on historic preservation planning
- Experience with applying and managing Florida Division of Historical Resource Small Matching Grants

RELEVANT EXPERIENCE

Historic Preservation Services, Dunedin, FL — Historic Preservation Planner. Kimley-Horn was retained to provide historic preservation services for the City of Dunedin. Our services include Florida Master Site File (FMSF) training for the the Advisory Council on Historic Preservation (ACHP), Historic Resource Survey and Planning, and grant writing.

- **Phase II Historic Resources Survey.** The City of Dunedin earned a Small Matching Grant from the Florida Division of Historic Resources for Phase II of their Historic Resources Survey. This project builds upon the previous survey (Phase I) conducted by Kimley-Horn in January 2021. Our team is utilizing the Phase I survey data and the Phase II map submitted with the grant application to document up to 260 structures according to Chapter 1A-46 (Florida Administrative Code) requirements. Subsequent tasks include completing the required Florida Master Site File (FMSF) forms and attachments, drafting the survey report, and submitting the final report to the Florida Division of Historical Resources. Once reviewed by the State, Kimley-Horn will submit the final report, digital and hard copies of the FMSF packets, and the GIS data to both the State and the City.
- **Historic Preservation Ordinance Update.** The City retained Kimley-Horn to review and analyze Chapter 111 of the City's Land Development Code ("Historic Preservation Ordinance") to ensure compliance with State Statutes and best practices. Additional tasks include coordinating with the Historic Preservation Advisory Committee (HPAC) on potential revisions and attending public hearings and workshops.

Historic Preservation Services, DeFuniak Springs, FL — Historic Preservation Planner. Kimley-Horn was retained to provide historic preservation services for the City of Defuniak Springs. Founded in the late 1880s as a railroad stop, DeFuniak Springs is one of Florida's 40 oldest towns. The town has around 200 historic buildings; 40 or so of which are listed in the National Register of Historic Places. Our services include reviewing Certificates of Appropriateness applications for adherence to the historic preservation regulations and the Secretary of the Interior (SOI)'s Standards for Rehabilitation.

Historic Resources Survey Report (HRSR), Jacksonville, FL — Quality Assurance and Quality Control Reviewer for the HRSR. Kimley-Horn reviewed the entire document and determined if the report adequately described the resources. We also provided an evaluation of eligibility on the report for it to be listed on the National Register of Historic Places.

Landmark Designation Report, Jacksonville, FL — Historic Preservation Planner. Kimley-Horn was retained to provide historic preservation services for the City of Jacksonville. Our tasks include researching and writing a local landmark designation report for a building in downtown Jacksonville. The report will describe the significance of the structure and how it qualifies as a local landmark. There are seven criteria, and the structure must meet two of the criteria in order to qualify.

Kimley»Horn



Jessica Rossi, AICP

Specialist: Economic Development

With more than 18 years of real estate market research, economic impact, policy and finance experience, Jessica works on a wide variety of planning and economic development projects. She regularly provides socioeconomic, land use, and real estate data points in order to determine land use demand and development opportunities for planning projects and to choose specific concepts to maximize economic development, marketability, and value. She specializes in identifying and quantifying market opportunities for real estate developments and acquisitions, forecasting land demand for comprehensive planning initiatives, preparing financial analyses, and conducting cost/benefit analyses for local governments. Jessica's leadership is regularly leveraged to guide high-quality and forward-thinking economic development strategies that are grounded in a market reality.

Professional Credentials

- Master of Arts, Community and Regional Planning, University of Rhode Island
- Bachelor of Arts, Environmental Studies and Political Science, Alfred University
- American Institute of Certified Planners, #164330
- American Planning Association (APA), Member

Special Qualifications

- More than 18 years of real estate market research, planning, and public engagement experience
- Works on a wide variety of visioning and economic development assignments for local governments and regional agencies
- Assists developer and investor clients to determine demand for commercial and residential projects and maximize marketability and value
- Conducts market studies for proposed residential, retail, mixed-use, and office developments
- Provides clients with detailed GIS mapping that gives insight into demographic and development trends
- Works in markets across the United States as a national resource for the firm

RELEVANT EXPERIENCE

Envision Seminole 2045 and LDC Update, Seminole County, FL — Project Planner. Worked with Seminole County on a targeted update to the Land Development Code to streamline and modernize standards and better implement the current comprehensive plan. Updates include reorganizing the zoning chapter for clarity and consistency, mixed-use development standards, solar facility standards, electric vehicle parking, attainable housing strategies, compliance with federal laws related to religious assembly uses, and Florida-Friendly landscaping. In parallel to this effort, the team is engaged the community in a 20-year vision plan that will guide the next update to the comprehensive plan to reflect the community's desires and anticipate needs through 2045.

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Largo Mall Special Area Plan (SAP) Redevelopment Analysis, Largo, FL — Project Planner. Kimley-Horn was retained by the City of Largo to develop a SAP to guide the development and redevelopment of the Largo Mall Activity Center. Our services included an analysis of existing and proposed land use, redevelopment strategies (land use, parking, multimodal elements), transportation/mobility, infrastructure, real estate, and economic development strategies. The real estate and economic development components included an in-depth analysis of demographic, job, and wage trends, as well as real estate market performance for residential and commercial uses. Our team ultimately used the results to inform the creation of land use elements in the special area plan, resulting in a future vision for the Largo Mall area that fully considers the real estate market realities of Pinellas County. Following completion of the special area plan, Kimley-Horn also assisted the City to amend both the City and Pinellas County master plans so they are consistent with the SAP.

Housing Study, Lakeland, FL — Project Planner. This study was undertaken to support the update of the City of Lakeland's Comprehensive Plan Housing element scheduled for August 2018. This task involved the collection, compilation, and brief summary of demographic, socioeconomic, and related housing data consistent with the requirements of Chapter 163 FS. This effort included GIS mapping and tabulation of data for the city limits and Lakeland Planning Area of data from the US Census, County Property Appraiser, and other city data. This effort built off of the countywide population and employment forecast previously developed by Kimley-Horn.

Kimley»Horn



Macy Falcon, AICP, CFM

Specialist: Resilience and Sustainability

Macy has nine years of experience working with communities to build resilience. She is experienced in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis. Macy has provided complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients.

Professional Credentials

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, Geography and Environmental Studies, Florida State University
- Certified Floodplain Manager, US-15-08700
- American Institute of Certified Planners, #31549
- American Planning Association (APA), Member

Special Qualifications

- Nine years of experience in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis
- Other skills include data management, technical analysis, grant application and management, floodplain management, task and project lead, policy analysis and program implementation, and report writing
- Software experience: ArcGIS, FEMA BCA Toolkit, Hazus, and IMPLAN

RELEVANT EXPERIENCE

Presidential Streets Vision Plan, Cape Canaveral, FL — Project Planner. Conducting a resiliency assessment to identify focus areas with strategies and recommendations to improve the resiliency of the infrastructure and community. The City wishes to create a Vision Plan or "Blueprint" for the Presidential Streets area of the City that is a design concept framework for future above ground improvements in the area. The recommendations and strategies from the resiliency assessment will be incorporated into the design concept framework. The final plan may include complete streets recommendations (sidewalks, street trees and landscaping, road improvements and intersection improvements, curb and gutter, street furnishings, and roadway/decorative pedestrian street lighting), parks/open space connectivity and stormwater management best management practices/resiliency recommendations.

Sarasota Manatee MPO Resiliency Study, Sarasota, FL — Project Planner. Developing a resiliency plan that includes a regionally-focused vulnerability and risk assessment and project identification and prioritization process. Infrastructure vulnerability to acute shocks and chronic stressors was assessed to inform incorporating risk into the MPO's project prioritization process. Cost-effective strategies to mitigate risk associated with hazards to transportation infrastructure were also identified. The study's recommended projects and action items will integrate resiliency planning with transportation planning and decision making.

Post-Disaster Redevelopment Plan, Lantana, FL — Project Planner. Kimley-Horn worked with the Town of Lantana to develop a Post Disaster Redevelopment Plan. The PDRP is the Town's roadmap for long-term recovery and redevelopment after a disaster and identifies policies, procedures, and strategies for the Town to recover and build back stronger to strengthen community resilience. Activities include stakeholder interviews, a public outreach survey, and plan development.

EAR and Comprehensive Plan Updates, Oakland Park, FL — Project Planner. The City hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was awarded again to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City.

Florida Transportation Plan Resilience Subcommittee, FDOT Office of Policy Planning, FDOT Central Office — Project Planner. Provided support developing meeting materials, facilitating working group meetings, and preparing a subcommittee report. The Resilience Subcommittee was created to help guide the FTP regarding the growing need to understand, prepare for, respond to, and recover from disrupting events and trends. Natural hazard events, cyberattacks, and other events can have significant and unexpected impacts on Florida's communities, environment, and economy. The Resilience Subcommittee, in coordination with the FTP Steering Committee, developed resilience strategies that support one or more FTP goals.

Kimley»Horn



William Roll, AICP, CNU-A

Specialist: Demographics

As a leader in transportation planning with 30 years of experience, William specializes in progressive transportation planning and engineering related to MPO, state, county, and municipal projects. He develops and manages long-range transportation plans; socioeconomic data forecasts; scenario planning and vision plans; congestion management systems; and comprehensive plans. Additionally, he works with corridor preservation plans; concurrency studies; safety studies; bicycle/pedestrian plans; corridor and design traffic studies; and urban growth boundary studies. Currently, William is leading the development of six countywide socioeconomic data forecasts for MPOs in Florida.

Professional Credentials

- Master, Public Administration, University of Central Florida
- Bachelor of Arts, Geography, Stetson University
- American Institute of Certified Planners, #013953
- Institute of Transportation Engineers (ITE), Member
- Congress for the New Urbanism (CNU), Accredited
- American Planning Association (APA), Member
- Urban Land Institute (ULI), Member

Special Qualifications

- Leader in transportation planning with 30 years of experience
- Specializes in progressive transportation planning and engineering related to MPO, state, county, and municipal projects
- Specialist in the development of long-range transportation plans; socioeconomic data forecasts; scenario planning and vision plans; and urban growth boundary studies
- Has been directly responsible for the development of LRTPs, CMPs, socioeconomic forecasts, buildout studies, and corridor preservation studies

RELEVANT EXPERIENCE

Moving Martin Forward, Martin MPO 2040 Long Range Transportation Plan (LRTP), Martin County, FL — Project Planner. Our team's services included developing and executing a public involvement plan (PIP), well-attended visioning workshops, and technical analyses including travel demand modeling, Needs Plan development, financial resources analysis, cost estimates for needs plan projects, and developing the Cost Feasible Plan (CFP). The Martin MPO 2040 LRTP has been characterized by innovative public engagement techniques. Working in collaboration with MPO staff, the public meetings have consisted of fun and engaging techniques for gathering input including automated polling response games, Martin Mobility Bucks for residents to prioritize improvements, dot map games, and an interactive geographic information systems (GIS) map for residents to be able to see their comments mapped immediately. The cost feasible plan proposed to move project funding in a multimodal direction and includes flex funding for roadway maintenance. William prepared the goals, objectives, and performance measures consistent with state and federal requirements. The performance measures were tied to individual outcomes and identified the specific requirements of state and federal legislation which it was developed to satisfy.

2040 Long Range Transportation Plan Update, Indian River County, FL — Project Planner. Developed the Indian River County MPO 2040 LRTP update. The 2040 LRTP Update was multimodal in nature and included highway, transit, pedestrian, bicycle, and transportation system management and operation (TSM&O) improvements to address the projected demand to year 2040. This effort made use of preferred land use scenarios and associated future year socio-economic datasets, identifying future transportation deficiencies, preparing a needs plan, projecting financial revenues and expenditures, and developing the 2040 cost feasible plan. Other tasks involved developing a public participation plan; updating goals, objectives, policies and performance measures; and conducting public workshops utilizing innovative methods to engage the public. During the effort, we received nearly 500 completed survey forms and comments cards from the public and elected officials.

Socioeconomic Data Forecasts, Statewide, FL — Project Manager and Project Planner. William has led numerous socioecomonic data forecasts and scenario planning studies throughout the State of Florida. Recent examples include:

- Polk County 2050 Socioeconomic Data Forecast
- Citrus County 2050 Socioeconomic Data Forecast
- Hernando County 2050 Socioeconomic Data Forecast
- Sumter County 2050 Socioeconomic Data Forecast
- Lake County 2050 Socioeconomic Data Forecast
- Charlotte County 2050 Socioeconomic Data Forecast
- Polk County 2045 Socioeconomic Data Forecast
- Citrus County 2045 Socioeconomic Data Forecast
- Hernando County 2045 Socioeconomic Data Forecast
- Polk County 2040 Socioeconomic Data Forecast

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LPPL39056.2023



Laura Cicone

Specialist: Main Street

Laura is an administrative professional in our Tallahassee office with four years of experience. Prior to joining Kimley-Horn, Laura served as the Florida Main Street Program Assistant under the Florida Department of State's Division of Historical Resources (DHR). Her responsibilities included building and maintaining positive relationships with participating Florida Main Street programs, event planning, and developing marketing materials. Within this role, Laura also became familiar with other DHR programs, such as DHR's Small Matching and Special Categories Grants, Survey and Registration (National Register for Historic Places nominations), Florida Master Site File, and Certified Local Governments (CLGs). Her understanding of the Main Street Four Point Approach (Design, Promotion, Economic Vitality, and Organization) can assist with thoughtful, community-driven placemaking, economic development, and preservation strategies.

Professional Credentials

- Bachelor of Arts, History and Criticism, Florida State University

Special Qualifications

- Four years of experience serving as an administrative professional
- Served as the Florida Main Street Program Assistant under the Florida Department of State's Division of Historical Resources
- Familiar with DHR programs such as Small Matching and Special Categories Grants, National Register for Historic Places nominations, Florida Master Site Files, and Certified Local Governments
- Thorough understanding of the Main Street Four Point Approach

RELEVANT EXPERIENCE

Pensacola "In Motion" Active Transportation Plan, Pensacola, FL — Administrative Support. Kimley-Horn recently had the opportunity to serve the City of Pensacola to develop an active transportation plan. Kimley-Horn led stakeholder engagement efforts and developed a well-rounded outreach campaign that utilized public meetings, workshops, and digital assets. The Pensacola "In Motion" Active Transportation Plan will be the playbook for the development of a connected network for people to safely, walk, bike, and wheel to major destinations and transit. It will serve as a holistic plan that brings together past streetscape, corridor management plans, and complete street efforts and provide additional recommendations for multimodal and connections around the City.

State Aviation System Plan and Economic Impact Study, Tennessee DOT — Administrative Support. Kimley-Horn is assisting TDOT in the development of an update to their Aviation System Plan (TASP) and companion EIS. These projects provide information and data to assist TDOT in program management, overall funding, and project development decisions. Both of these plans are important tools to be used by TDOT to provide critical information for the state's distribution of state and federal funding. Our team is developing a comprehensive plan that engages several groups of stakeholders to establish a new platform for decision making and support of future airport development. The TASP is intended to guide and inform the planning and decision-making process as well as educate those who oversee the system including local, state, and federal policy makers. Tasks to date have included reviewing all in-person data collected at 78 airports and reviewing all runway protection zones and approaches across the state to determine where incompatible land uses may be present.

State Aviation System Plan and Economic Impact Analysis, Illinois DOT — Administrative Support. Kimley-Horn is working with the Illinois DOT (IDOT) to develop the 2020 IASP and EIA to provide a detailed strategic plan to guide the programming, development, and funding of Illinois' 85 public-use airports. The concurrent EIA will quantify the economic contribution of Illinois airports as well as examine the key aviation activities supported by the state's airports including air cargo, medical flying, and aerial firefighting. The study will assess the direct, indirect, and induced impacts of airports and quantify aviation-related tax revenues.

Texas Airport System Plan Updates, TxDOT — Administrative Support. The TxDOT statewide airport system plan provides guidelines to help determine how to maximize the return on investment of public funds and prioritize capital improvement projects for the more than 280 commercial service and general aviation airports. Kimley-Horn was hired in 2022 to develop an update of the statewide airport system plan in accordance with FAA Advisory Circular 150/5070-7. The plan is being developed with block grant state considerations applied to all decision-making about airports that are eligible for FAA block grant funding and includes strategic planning and roadmap development. As part of the project, Kimley-Horn will be recommending follow-up efforts and developing a suite of resources to aid in implementing and communicating the plan to stakeholders.

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Amber Crane

Geographical Information Systems (GIS)

Amber has more than nine years of GIS experience related to the planning and transportation industry, specializing in GPS mapping and data collection, data configuration, and database development for asset management. She served as the project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS based interactive applications, including ArcGIS Collector/Field Maps, ArcGIS Survey123, ArcGIS StoryMaps, ArcGIS Experience Builder and interactive public engagement applications and Dashboards.

Professional Credentials

- Bachelor of Science, Geography, Florida Atlantic University
- Certificate, Geographic Information System, Florida Atlantic University
- Certified Public Manager, Florida State University

Special Qualifications

- Over nine years of GIS experience related to the planning and transportation industry, specializing in GPS mapping and data collection, data configuration, and database development for asset management
- Project manager for GIS Enterprise/Portal and ArcGIS Online administration, development and implementation of web and mobile GIS based interactive applications, including ArcGIS Collector/Field Maps, ArcGIS Survey123, ArcGIS StoryMaps and interactive public engagement applications and Dashboards
- Manages the development and implementation of customized applications and Esri solutions as well as integration of third-party applications
- Led projects involving data collection efforts for utility data format conversions and asset inventory development

RELEVANT EXPERIENCE

Districtwide Modal Development Consultant, FDOT District Four — GIS Specialist. Project includes support to the Office of Modal Development (OMD) Department in the development, update, and distribution of Multimodal Scoping Checklist (MMSC) to over 100 local agencies, for project specific feedback for all FDOT proposed projects. Updates to the process included converting the distribution of individual project map series illustrating known infrastructure, land use, and safety features around the project corridor shared in a PDF format, to an online interactive mapping platform supported by Esri based applications used by FDOT. The interactive map incorporated the use of Esri Survey123 for ArcGIS to allow stakeholders the ability to review more data than previously presented in the original map series and submit their feedback electronically. Project also included training for FDOT staff and local stakeholders. All project related feedback was reviewed and summarized into project specific action items to be communicated to the FDOT Design project manager's for consideration for inclusion into the project scope.

GIS Services, Surfside, FL — Project Manager. Kimley-Horn was contracted by the Town of Surfside as an on-call GIS consultant in 2021. Support provided includes remote and on-site training to staff, development of mobile field collection applications and dashboards, development and maintenance of GIS data, and the establishment and configuration of their Esri ArcGIS Online Organizational account. Recent project support has included review and update of sewer and water utility information to meet Miami-Dade DERM submittal requirements.

On-Call GIS Services, Pinecrest, FL — GIS Specialist. Kimley-Horn has been contracted by the Village of Pinecrest as an on-call GIS consultant since 2016. Kimley-Horn provides remote and on-site training to staff and has assisted the Village in the development and organization of their GIS Server configuration and database development. Recent project support has included zoning and land use updates, website development coordination, and stormwater utility updates, along development of internal and external operational GIS dashboards.

GIS Data Conversion, North Bay Village, FL — GIS Analyst. Kimley-Horn assisted the Village with digitizing and reviewing their existing utility GIS files and as-builts for submittal to Miami-Dade County as part of an annual submittal requirement to DERM. The work included the conversion of available electronic CAD files and existing as-builts provided by the Village into GIS. Attribute information was updated using available survey data and detailed as-builts. The final deliverable consisted of a complete GIS database and map packages.

Lighting GIS Services, Fort Lauderdale, FL — GIS Specialist. Kimley-Horn has been tasked with updating the existing streetlighting GIS database to reflect current conditions and improve planning future upgrades and/or potential energy savings. Kimley-Horn will develop a web-based application illustrating the streetlights within the City boundary sortable by type, ownership, and wattage, in an effort to improve the City's responsiveness to outages or requests.

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3. SIMILAR FLORIDA PROJECTS IN THE LAST SEVEN YEARS

Comprehensive Plan Rewrite

Oakland Park, FL

Work Performed: Data Collection, and Marketing Coordination; Public Engagement Plan, Public Workshops, Polling, Public Survey, Visual Preference; Amendment Matrix; Comprehensive Plan Rewrite; Transmittal and Adoption; Project Website Development and Maintenance

Dates: 01/14/2022 – Ongoing

Initial Budget: $261,000

Final Cost: TBD ($204,563.93 to date)

Change Orders: None

Client Reference

City of Oakland Park
Peter Schwarz, AICP
Director of Community and Economic Development
954.630.4348
peter.schwarz@oaklandparkfl.gov

Vision Plan

Palm Springs, FL

Work Performed: Engagement Plan; Scenario Planning; 3D Massing Models; Visualization Graphics; Presentation to Public Officials; Polling

Dates: 02/27/2023 – Ongoing

Initial Budget: $10,500

Final Cost: TBD ($9,782.06 to date)

Change Orders: None

Client Reference

Bonnie C. Landry and Associates
Bonnie C. Landry, AICP
President
Office 772.266.9427; Cell 772. 201.5052
bonnie@bclandry.com

EAR and Comprehensive Plan Update

Crestview, FL

Work Performed: Project Coordination; Current Plan Analysis; Data Collection, Inventory and Analysis (DIA), Update Goals, Objectives, and Policies (GOPs); Local Planning Agency (LPA) and City Council Transmittal Hearings; City Council Hearing - Adoption

Dates: 03/06/2023 – Ongoing

Initial Budget: $120,300

Final Cost: TBD ($1,376.67 to date)

Change Orders: (1) The City elected for additional services to provide a more in-depth graphic document for the Data Inventory and Analysis task.

Client Reference

City of Crestview
Barry Henderson
Director of Community Development Services
850.306.3692
barryhenderson@cityofcrestview.org

Land Development Code Update

Indian River Shores, FL

Work Performed: Project Coordination; Data Analysis and Consistency Review; Amendment Matrix; Draft Updated Text of Land Development Code; Public Workshops; Town Council Adoption Hearings

Dates: 05/17/2022 – Ongoing

Initial Budget: $100,000

Final Cost: TBD ($23,361.02 to date)

Change Orders: None

Client Reference

Town of Indian River Shores
James Harpring, JD
Town Manager
772.231.1771 ext. 225
jharpring@irshores.com

PROJECT SUMMARY, AND PROPOSER'S FIRM'S HISTORY AND INFORMATION

TAB 3



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Expect More. Experience Better.

TAB 3 PROJECT SUMMARY, AND PROPOSER'S FIRM'S HISTORY AND INFORMATION

1. FIRM QUALIFICATIONS

Founded in 1967, Kimley-Horn is one of the largest and fastest growing full-service consulting firms in Florida. We are known for the outstanding work of our consulting staff, the quality of our work environment, and our stature as a business enterprise. When you choose Kimley-Horn for planning services, you choose talent, experience, and passion for the task at hand. We grasp complex community issues and offer tailored solutions to help you reach critical decisions on planning and community engagement issues. Our clients have access to a versatile staff of professional planners; civil, transportation, and structural engineers; landscape architects; and environmental scientists. We have partnered with municipalities across the state to craft growth and development plans that balance economic, environmental, and social values. With Kimley-Horn focused on your success, the City of Ocala can look confidently to the future.

Planning Our Future

Our planners, urban designers, and engineers have a history of partnering with communities to develop progressive and context-sensitive plans. In each community we serve, we strive to understand the values of that community and transform them into a vision that guides the planning process. Understanding the importance of diverse experiences, we intentionally partner with professionals of various backgrounds to create the opportunity for visionary thinking with a focus on implementation. Our holistic approach to the process and preparation of these plans emphasizes:

- *True engagement of the public and stakeholders*
- *Integration of land use and transportation*
- *Collaboration among people from varying backgrounds*
- *An analytic foundation for decision-making*
- *Consensus-building*
- *Identification of implementable solutions*
- *Equity and fairness*
- *Sustainability and environmental stewardship*

2. LEGAL ORGANIZATION AND CORPORATE HISTORY OF THE FIRM

Corporate History

Founded in 1967 by transportation engineers in Raleigh, North Carolina, Kimley-Horn is a privately held corporation, fully owned by current employees of the firm. Continued diversification of Kimley-Horn's services and geographic practice followed over the years. The firm's commitment to growth and exceptional client service has enabled Kimley-Horn to become one of the premier consulting firms in the nation.

Business Structure

Kimley-Horn and Associates, Inc. is wholly owned by Associates Group Services, Inc., which is wholly owned by APHC, Inc., which is owned by over 700 Kimley-Horn employees, none of which own 2% or more of the outstanding shares.

Former Names

Kimley-Horn has never operated under a different name.

3. FLORIDA-BASED EXPERIENCE AND PROVEN TRACK RECORD

Kimley-Horn has successfully partnered with municipalities for over 30 years to provide planning services across Florida. More recently, our team of planners and landscape architects have assisted communities with the update of their Comprehensive Plans, Land Development Codes, Master Plans (Community Visions), complete streets and mobility planning, Capital Improvements Projects, economic feasibility, housing elements, and implementation projects. In addition to the projects featured in this section, our planning professionals serve planning departments including:

- Belle Glade
- Boynton Beach
- Brevard County
- Greenacres
- Greenville
- Hardee County
- Hillsborough County
- Hollywood
- Indian River Shores
- Kissimmee
- Lake Worth
- Largo
- Lee County
- Longboat Key
- Manatee County
- Melbourne
- Miami
- Miami Lakes
- Monticello
- New Port Richey
- New Smyrna Beach
- Oakland Park
- Pensacola
- Pinellas County
- Polk County
- Tallahasee
- Titusville
- Venice
- Wakulla County
- West Palm Beach



The following serves as sample of our community planning portfolio and key team member participation. **Verifiable project references can be found in Tab 2.**

City of Oakland Park EAR and Comprehensive Plan Updates

The City of Oakland Park hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the Comprehensive Plan. Kimley-Horn was again selected to update the plan which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of Goals, Objectives, and Policies to guide Oakland Park over the next 20 years which Kimley-Horn is currently working on for the City. The update of the plan first began with a robust public engagement plan including five meetings with the public including city identified stakeholders. The next task was to collect new data reflecting the City's current demographics and land use make up. Kimley-Horn analyzed this data and provided recommendations for each element of the plan. After meeting with stakeholders and analyzing the data, Kimley-Horn began drafting policy that reflects the City of Oakland Park today and for the next 20 years. Three new elements were added to the plan including Housing, Sustainability, Resiliency, and Property Rights.

KEY TEAM MEMBERS

Alessandria (Ali) Palmer | Lindsey Slautterback, AICP | Hadley Paterson, AICP | Jessica Rossi, AICP | Macy Falcon, AICP, CFM

Village of Palm Springs Vision, Comprehensive Plan, and LDR Revisions

As a partner to Bonnie C. Landry & Associates, Kimley-Horn was instrumental in the Visioning for the Village of Palm Springs. Our urban designers partnered with our planners to provide communication graphics and massing models that were shared at joint workshops between the Village Council, Planning Board and Village staff to gain input on the built environment the Village hopes to see in the next 25 year planning horizon. Services also included providing professional assistance in completing an effort to identify a "vision" for the Village and its future redevelopment and economic growth in the area outside the "Historic Village." A visioning effort was initiated by Village staff in 2022. Utilizing this visioning effort, Kimley-Horn determined a course of action to complete the visioning process, including the preparation of redevelopment scenario graphics that illustrate the preferred vision. We also provided market overview/analysis to verify the land use optimization and market viability for the appropriateness of uses in the Vision.

In the next phase Kimley-Horn will be supporting the Village in updating their Comprehensive Plan and ultimately their Land Development Regulations to further implement the Village's vision.



KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Lindsey Slautterback, AICP



City of Crestview EAR and Comprehensive Plan Update

Kimley-Horn is assisting the City of Crestview with updating their Comprehensive Plan. The initial phase of the project required extensive analysis of their current Comprehensive Plan and its amendments, as well as referencing Florida State Statutes to recommend policy updates. The next portion of the project expands on this research and data collection to cultivate detailed reports for each plan element that will provide supporting data for the development of Goals, Objectives, and Policies. These tasks are coupled with stakeholder engagement with City Council to ensure that community values are upheld, and consensus is reached.

KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Hadley Paterson, AICP

Town of Indian River Shores Land Development Code Update

Under a continuing engineering services contract with the Town of Indian River Shores, Kimley-Horn is completing Land Development Code (LDC) updates to be consistent with the current Comprehensive Plan as well as State and Agency requirements. The Town last amended its Comprehensive Plan in 2021 after transmittal to the Department of Economic Opportunity. The LDC was originally codified in 2016 by way of Ordinance Number 522 on June 16, 2016. Tasks include project kick-off and input meetings, data analysis and consistency review, an amendment matrix, draft updated text of the LDC, public workshops, and Town council adoption hearings.

KEY TEAM MEMBERS
Alessandria (Ali) Palmer | Hadley Paterson, AICP | Blair Knighting, AICP

4. ADDITIONAL INFORMATION

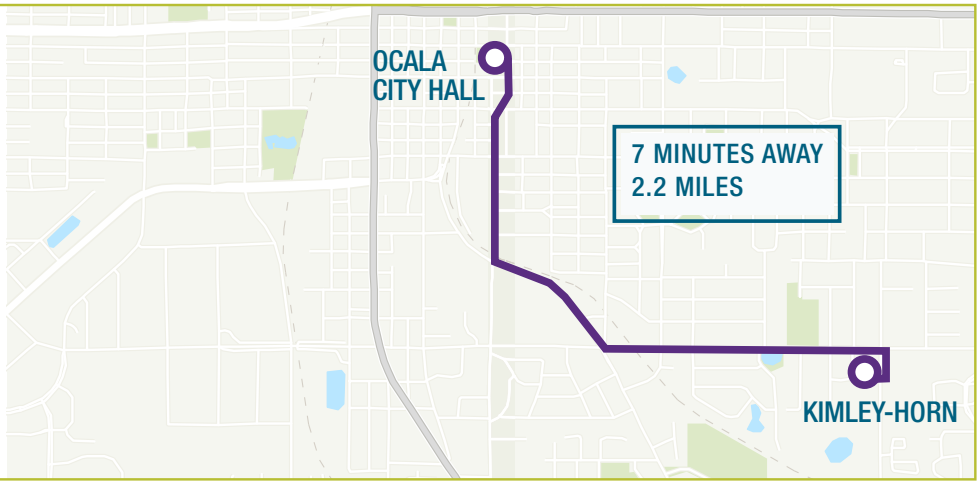
Location of the Principal Office

Principal Office

2619 Centennial Boulevard
Suite 200
Tallahassee, FL 32308

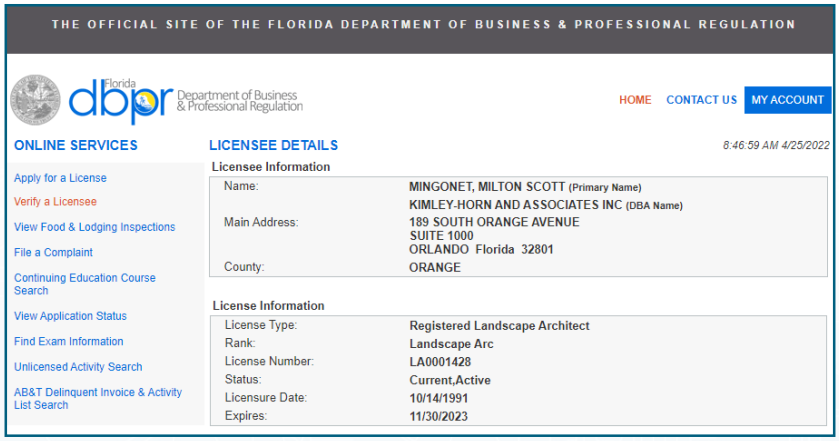
Local Office

1700 SE 17th Street
Suite 200
Ocala, FL 34471



Professional Licenses Held by the Firm and by the Key Personnel

Licenses Held by Kimley-Horn



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LICENSEE DETAILS

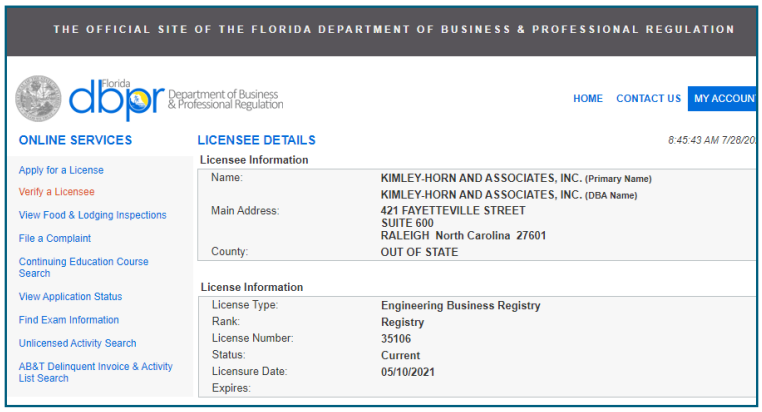
8:46:59 AM 4/25/2022

Licensee Information

Name:	MINGONET, MILTON SCOTT (Primary Name)
	KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
Main Address:	189 SOUTH ORANGE AVENUE SUITE 1000 ORLANDO Florida 32801
County:	ORANGE

License Information

License Type:	Registered Landscape Architect
Rank:	Landscape Arc
License Number:	LA0001428
Status:	Current,Active
Licensure Date:	10/14/1991
Expires:	11/30/2023



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LICENSEE DETAILS

8:45:43 AM 7/28/20

Licensee Information

Name:	KIMLEY-HORN AND ASSOCIATES, INC. (Primary Name)
	KIMLEY-HORN AND ASSOCIATES, INC. (DBA Name)
Main Address:	421 FAYETTEVILLE STREET SUITE 600 RALEIGH North Carolina 27601
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	35106
Status:	Current
Licensure Date:	05/10/2021
Expires:	

State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 22, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-second day of February, 2023

Secretary of State

Tracking Number: 9937240518CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Licenses Held by Key Personnel



AICP

This certificate hereby qualifies

Hadley Peterson

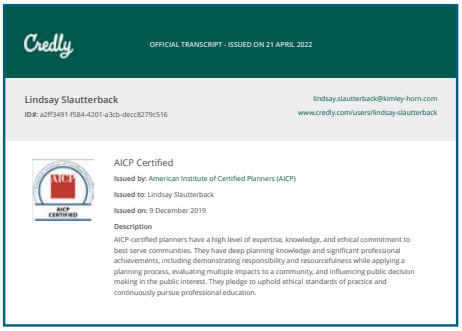
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 35325

Jim Albaugh, FAICP, CAE
Chief Executive Director

Mitchell J. Silver, FAICP
President

American Institute of Certified Planners



Credly

OFFICIAL TRANSCRIPT - ISSUED ON 21 APRIL 2022

Lindsay Slautterback
ID#: a2ff3491-f584-4201-a3cb-decc8279c516

lindsay.slautterback@kimley-horn.com
www.credly.com/users/lindsay-slautterback

AICP Certified

Issued by: American Institute of Certified Planners (AICP)

Issued to: Lindsay Slautterback

Issued on: 9 December 2019

Description

AICP-certified planners have a high level of expertise, knowledge, and ethical commitment to best serve communities. They have deep planning knowledge and significant professional achievements, including demonstrating responsibility and resourcefulness while applying a planning process, evaluating multiple impacts to a community, and influencing public decision making in the public interest. They pledge to uphold ethical standards of practice and continuously pursue professional education.



CNUa accredited

The Congress for the New Urbanism
recognizes

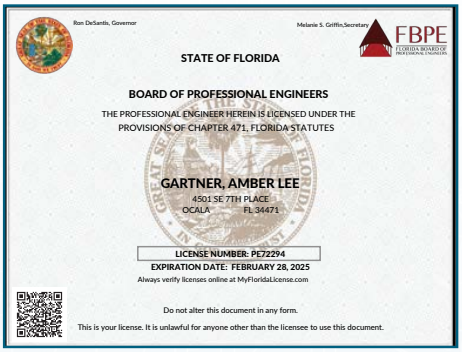
Eliza Harris Juliano
CNU-Accredited member

on the nomination of the faculty of
University of Miami School of Architecture

as of
20 May 2019

Rudolphe EL-Khoury PhD
Dean & Professor of Architecture, University of Miami School of Architecture

Lynn Richards
President & CEO, Congress for the New Urbanism



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Melanie S. Griffin,Secretary

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GARTNER, AMBER LEE
4501 SE 7TH PLACE
OCALA FL 34471

LICENSE NUMBER: PE72294
EXPIRATION DATE: FEBRUARY 28, 2025
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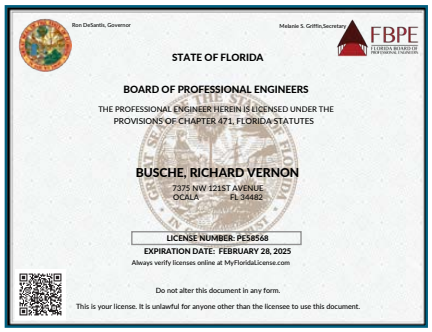

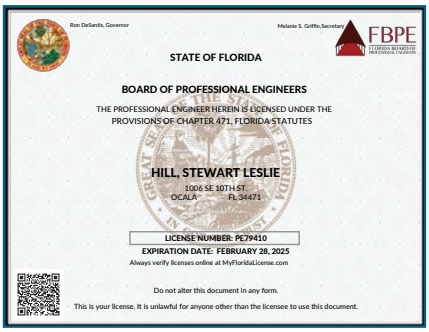

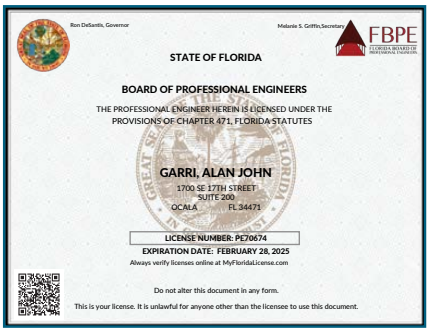

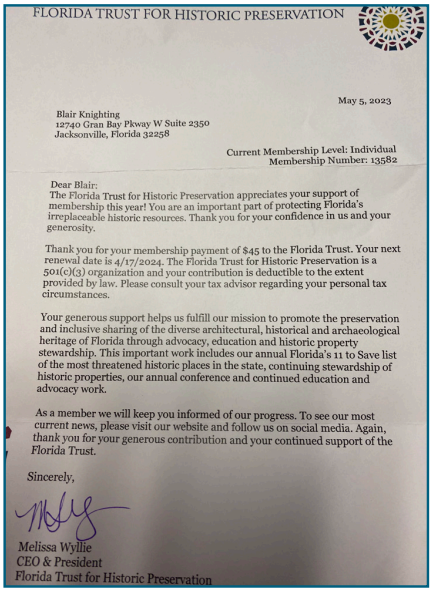



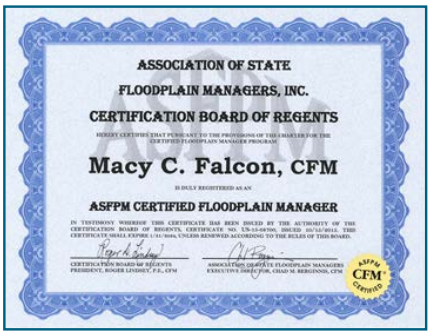

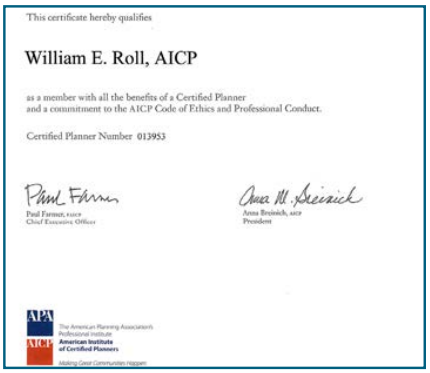

Contracts Terminated in the Last Five (5) Years

Kimley-Horn has never been terminated for cause or default. We do not track terminations for convenience.

Litigation History

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Minority Business Enterprise

Kimley-Horn is not a woman, veteran, or minority-owned business. As shown through our aggressive allocation to minority businesses over the past two decades, our MBE utilization policy ensures Kimley-Horn is furthering the positive economic development momentum the state of Florida advocates through the use of MBE businesses by its contractors. Our commitment to retaining minority firms to assist on projects is demonstrated by the amounts Kimley-Horn has paid to minority businesses during the past five years years:

Year	Total Paid	No. of Minority Businesses Utilized
2022	$71.1 million	716
2021	$54.6 million	608
2020	$54.5 million	553
2019	$41.5 million	364
2018	$23.5 million	165



PROJECT NARRATIVE

TAB 4



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TAB 4 PROJECT NARRATIVE



Walking through the streets of Ocala today, the "Big Hammock," it's not difficult to see the love for this City by the people who work in her buildings, live in her homes, and catch up with friends on her sidewalks. The sense of community throughout her Downtown, the Ocala historic residential district, and the North Magnolia CRA is clear and evident. Like a big hammock, Ocala wraps you in a warm embrace while sharing her unyielding affinity for arts and culture, pleasantly balanced by her down-to-earth vibe.

But this was not always the case—the Ocala we visited as children was a different place. Many people worked very hard for a long time to ensure the City looks and feels the way it does today. The community started this mission in the 1980s, advocating to rejuvenate and preserve Downtown. In 1985, Ocala secured its Main Street designation with the National Main Street organization.

In 2009, just over a decade ago, the entire City was redefined through Vision 2035. City and community leaders came together to further their mission to "live, play and prosper." With this vision plan, the City tapped into all of its assets—a rich history, strong neighborhoods, welcoming gateway "front doors," the Downtown heart, a strong County seat business economy, an accessible recreation and park system, mobility options, and safe streets. The City utilized these assets as a launch pad to grow and revamp Ocala, and their work has been successful beyond expectations.

Almost 14 years later, Ocala is a strong and buzzing City thanks to the building blocks that have been laid. But as with all success stories, we must not rest on our laurels. City leadership has acknowledged now is the time, during continued successes, to remain vigilant and keep the momentum and the Vision going. It is time to evaluate the successes and the challenges since 2009 and to look for fresh opportunities based on a post-COVID landscape. **It is time for Vision 2050.**

TAILORED APPROACH

Vision 2050 will serve as Ocala's "North Star" for the next two or more decades. The effort will require aspirational planning by community champions, residents, and stakeholders. We have found there is a direct correlation between the success of a community and the willingness to develop a unified vision with measurable expectations. The Vision will also inform the Comprehensive Plan—the City's framework.

Kimley-Horn will guide the City's Vision Study and Comprehensive Plan Update toward a high level of consistency and uniformity, and we will produce deliverables that fulfill each requirement set in the RFP. Our approach to serving the City focuses on:

Visioning

Visioning is the process of identifying a clear expression of a community's highest aspirations. A vision articulates, literally and graphically, the guiding principles upon which the community will base decisions that shape its quality of life, today and in years to come. The vision provides a framework within which planners and decision-makers can set priorities and coordinate decisions across all elements of civic life, from transportation to education, urban design to public health, and economic development to natural resource conservation.

The Ocala Vision 2050 Plan will build on the successes of Ocala Vision 2035. Vision 2050 will tell the story of Ocala for the next 30 years, may that be resiliency, placemaking, affordability, context-driven planning, or performance-based development. It will be an engaging, useful document for residents and staff alike. Kimley-Horn will develop a graphic plan document that includes a broad array of visualizations and communication graphics to support the data and recommendations within the plan.

Equitable Engagement

We will work closely with staff to finalize a Public Engagement Plan that includes engagement methods, target audiences, goals of each engagement opportunity, and how that input will ultimately shape the Plan documents. We understand the City of Ocala will have started engagement for this Vision Plan most likely through the Vision Leadership Group, and we will work closely to integrate what has been done with what will be done. Kimley-Horn recognizes the engagement process is not just an opportunity to gather input and ideas, but also a chance to elevate the visibility of planning and design within the community. Like the Brick by Brick – Planning 101 presentation from earlier this summer, we will employ a variety of methods that ensure an exciting and equitable engagement process.

One of the many techniques that we use at Kimley-Horn is the population of a Public Input Archive. An Archive is a way for us to capture all comments received throughout the life of the project and it allows the City to acknowledge the input by recording it and providing a historical record of how an issue was addressed by policy. This document also provides staff with a reference point if the public inquires. The comments and suggestions received during the project's public outreach process will be captured in the Archive to be used as guidance during the Vision and Comprehensive Plan update process. It will also be summarized in a report we will provide to the City Project Manager.

Comprehensive Plan Update

The City recognizes a successful Vision update is directly related to the consistency and supportiveness of the City's Comprehensive Plan policies. The policies of the Comprehensive Plan must act as the "play book" for City leadership and staff directing best practices for the implementation of the 2050 Vision. We understand the City has a responsibility to address current and long-term challenges to ensure a resilient future for its residents as well as businesses and visitors. Challenges like population growth, providing attainable housing for a growing workforce, and attracting quality development while providing for a walkable community present opportunities for the City to ensure policy is adopted that will foster sustainable economic prosperity and quality of life for future generations.



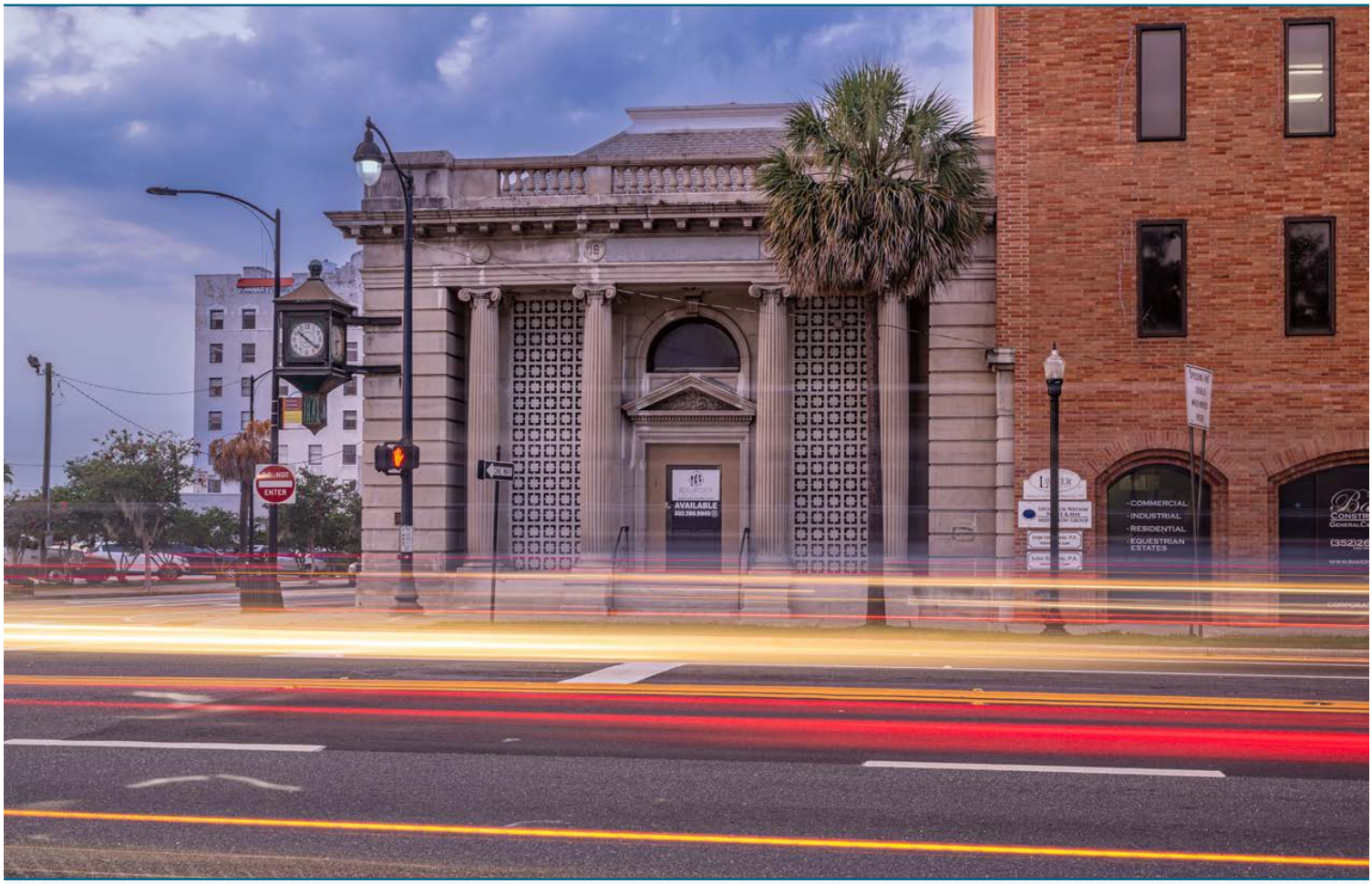
Kimley-Horn approaches comprehensive planning with a core purpose in mind: to facilitate a process for informed decision-making aligned with community values and vision, community development strategies, and urban design and transportation priorities. Kimley-Horn's planning staff has a wide range of experience with all aspects of comprehensive planning for several unique public clients. Our knowledge of critical planning tasks, such as equitable engagement, community visioning, data collection and analysis, consensus building, policy framing and drafting, as well as intergovernmental coordination indicates our work is truly comprehensive in scope. Kimley-Horn has helped dozens of communities assess change, evaluate local issues, examine concurrency, draft amendments, and complete all regulatory and associated tasks necessary to accomplish these assignments. Our team specializes in assessing land use alongside transportation and infrastructure to ensure the appropriate policy framework is in place to address the housing, economic development, and open space needs of each unique place.

Unified Land Development Code Update (Optional)

Our team's core philosophy is based on staff's perspective, recognizing the challenges in the current code and processes, and therefore brings best planning practices to the staff and their community whether it is part of an initial code assessment and recommended strategies (amendments), focused code section updates (i.e., historic, signage, tree preservation, etc.) or a full code update. We know that one size does not fit all. Amending the code to implement the updates goals, objectives, and policies of the Comprehensive Plan will be crucial to the implementation of the 2050 Vision. When working with our clients, we provide revisions to codes in the form of an adoptable ordinance that implement comprehensive plan policies. Our codes are tailor-made and based on location and implementable standards. To accomplish this, we always keep the following in mind: administrative capacity, balance, flexibility, and existing regulations. Each community we serve is unique and having a well-rounded knowledge helps ensure the plans we develop are easily implementable for the City. In Florida alone, we have provided zoning and land development codes to nearly 30 municipalities.

Subarea Plans (Optional)

At Kimley-Horn we believe that subarea plans are useful planning tools that allow a community to engage stakeholders in a more intimate way to craft a plan for the future of a specific geography. Subarea plans for Tuscawilla, West Ocala, Midtown, Downtown, and Pine Oaks, or any areas addressed in new subarea plans, will build on the community vision and comprehensive plan to illustrate how that vision will be implemented in those specific areas.



SCOPE OF WORK

TAB 5



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TAB 5 SCOPE OF WORK

DELIVERABLE 1 – VISION 2050

Task 1 – Data Collection and Analysis

It is anticipated the data collection and analysis to update the City's Vision document will also help prepare for the Data Inventory and Analysis that is required to update the Comprehensive Plan. Kimley-Horn will conduct a Citywide assessment that analyzes changes in local conditions utilizing the following information in addition to our standard list of data collection performed during Data Inventory and Analysis:

Existing Plans Review and Code Diagnostic

We will review existing plans, studies, comprehensive plan policies, and land development regulations influencing future land use, housing, historic preservation, recreation, open space, and cultural arts, conservation, transportation, as well as infrastructure and capital improvements. The intent is to understand what is already in motion and the forces that influence growth and change.

Demographic Trends

As a part of the community characteristics report, we will review demographic indicators under the umbrellas of the population (e.g., growth, and minority status), housing and development (e.g., age of the structure, sales, building permits, vulnerability), economy (e.g., employment status, income, tourism, and poverty status), and education (e.g., education attainment and school enrollment). Regional and national trends will also be noted.

Market and Economics

Effective long-range planning requires a solid understanding of the economic dynamics. Our approach involves analyzing baseline and historical conditions; the location, direction, and outcomes of investment decisions; and the use of real estate by various sectors of the local economy. We will synthesize these analytical factors to determine strengths, weaknesses, opportunities, and threats (SWOT). By understanding current and future market dynamics, we will be able to craft recommendations that reconcile growth potential with needed public investments.

Natural and Built Environment

Kimley-Horn will report natural and built environment characteristics through a storyboard approach with maps and exhibits. We will use ArcGIS to map and analyze physical features including environmental areas, green infrastructure, bodies of water, wetlands and floodplains, parks (and associate facilities), places of worship, parks, cultural resources, medical facilities, historic districts and sites, land uses, and zoning. Community facilities, such as utilities, schools, libraries, government offices, and fire, police, and rescue, will also be documented.

Transportation and Mobility

Our previous transportation work in the City will provide an excellent starting point for the assessment of the Ocala's transportation network and expectations surrounding mobility, such as the implementation of multiple modes of transportation and the reduction of private transportation through increased public transport and walkability. Our approach to data gathering will blend previous planning and engineering efforts with available mapping, demographic trends, land use data, traffic counts, crash statistics, existing infrastructure, and travel patterns where appropriate. Additionally, our longstanding partnership with the City has given us a familiarity with existing conditions.

After analyzing the data, Kimley-Horn will summarize the findings by preparing initial drafts of the data and analysis for Deliverable 2 to provide an efficient, streamlined approach for both deliverables. Kimley-Horn will respond to one (1) round of consolidated comments to the draft Data and Analysis document based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

Task 2 – 2035 Vision Implementation White Paper

Kimley-Horn will prepare a White Paper that assesses Vision 2035 by evaluating what has been implemented as it relates to the following categories that integrate the main topics with the associated principles and policies:

- Neighborhood Vitality including an evaluation of the implementation of existing Subarea plans
- Urban Form + Site Design including a current analysis of underutilized properties and recommendations for infill and redevelopment
- Open Space including an evaluation of the implementation of the Recreation and Parks Master Plan
- Economic Development including an evaluation of business indicators and market patterns
- Mobility + Community Connectivity including an evaluation of the City's Complete Streets policies, sidewalk gaps, and other mobility priorities

The White Paper will also integrate the findings from the Public Engagement into the Vision development and plan recommendations. Kimley-Horn will respond to up to one (1) round of consolidated comments to the draft White Paper based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

Task 3 – Equitable Engagement

Kimley-Horn recommends having a targeted outreach strategy to help solicit information that is most meaningful to the planning process, to understand gaps in the community as well as the strengths and assets. We recommend an equitable approach that gathers, processes, and responds to input from a representative cross-section of the community—not just the subsets of the community most likely to engage in a traditional outreach process. This approach engages residents including all who live in the City, business owners and operators, advocacy groups, interested parties, adjacent local governments, City Council members, and staff throughout the City. Above all, our approach to engagement yields actionable input on par with the technical analysis that will be required for the development of both the Vision Plan and Comprehensive Plan.

Summit on the Future

We understand the importance of community-wide participation. We are proposing two (2) "Summits" to be held in different areas around the City. The Summits can be topical or geographically-themed. For example, the Mobility + Street Summit could be held at the Mary Sue Rich Community Center at Reed Place, and the Urban Form + Neighborhoods Summit could be held in historic Downtown during a First Friday event. These meetings will encourage interactive participation to envision the future of Ocala and identify the City's assets and gaps in service. We hope to work closely with you to meet people where they are and leverage existing community connections and channels of communication.

Outreach for these meetings will be done in Spanish and English with targeted invitations shared with underrepresented groups through existing channels of communication like local service providers, churches, and apartment complexes.

Targeted Focus Groups

Beyond these citywide meetings, we are also proposing up to three focus groups that can be hosted for targeted audience groups or thematic goals depending on what is needed to supplement the input received at the citywide meetings. If desired, Kimley-Horn can create a youth engagement opportunity such as a 2050 Vision Workbook that could be picked up at local libraries and the Discovery Center. One-on-one interviews with long-time residents and business operators are another valuable way to supplement the engagement process.

2050 Vision Leadership Group

We understand the Ocala Vision 2035 Plan was developed with the active support of the Leadership Group made up of key community members and leaders. Kimley-Horn proposes leveraging this leadership group to help with public outreach and overall visionary guidance for the Vision 2050 Plan development. Agencies and organizations that could be a part of this effort include the Tourist Development Council, the Ocala Marion Transportation Planning Organization, and Ocala Main Street.

Online Participation

Kimley-Horn offers a wide variety of online tools that can be leveraged to maximize online participation and to ensure there is representation by anyone who would like to be involved. Kimley-Horn's own planning professionals created two online platforms—**PublicCoordinate** and **KollabSpace**. We also offer additional web-based participation services including Social Pinpoint, ArcGIS Story Mapping, Survey 123, Urban and Community Analyst. We will work closely with you to develop your goals for online engagement and participation to ensure we are using the right tools at the right time.

Task 4 – Preparation of 2050 Vision Plan

As discussed in the RFP, the 2050 Vision Plan will include the core requirements such as the executive summary and references, but the vision will come to life through the following components:

- **State of the City.** This portion will recap findings regarding the current and emerging issues in Ocala as well as across the state that may impact the City in the next 30 years. This portion will convey messages through communication graphics and visualizations.
- **City's Vision Statement.** The statement will be developed through the engagement process with the support of the data. This statement can take shape in many different ways, but it will surely be unique to the City of Ocala.
- **What We Heard.** This portion will be a summary of engagement efforts with the community, including the different focus groups and the Vision Leadership Group, and how it influenced the vision statement and the plan development.
- **SCORE.** This section will be an honest discussion assessing the City's strengths, challenges, options, responsiveness and effectiveness. This section will be split up into thematic subsections to align with the Comprehensive Plan development. This portion of the Plan will be highly graphical, demonstrating the assets in the City and scenario planning future assets.
- **Action Plan.** This portion will be an implementation plan listing action items divided by each thematic goal, as well as the responsible City department or community group, with timeline and identified funding sources. Our project team will provide insight into the opportunities available and the procedures required to obtain funding.





We will work closely with the City to understand what online presence is desired for the plan document. Kimley-Horn tailors the online component to meet your needs whether you prefer an interactive website that hosts engagement opportunities and implementation tracking or a simple document version with embedded hyperlinks for ease of use.

Kimley-Horn will respond to up to two (2) rounds of consolidated comments to the draft 2050 Vision Plan based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn.

Task 5 – Presentation of Vision 2050 Plan

Following completion of the Ocala Vision 2050 Plan, Kimley-Horn will help City staff prepare a presentation to City officials so they can ask questions and raise concerns before the adoption of the 2050 Vision. The presentation will also summarize changes from the 2035 Vision and offer an explanation about the changes proposed. We will help the City present the new Vision at one (1) public meeting. Kimley-Horn will respond to one (1) round of comments to the 2050 Vision received at the meeting.

DELIVERABLE 2 – COMPREHENSIVE PLAN UPDATE

Our approach to the Comprehensive Plan update is straightforward. Kimley-Horn will collect and assess data and changes as part of Deliverable 1 - Vision 2050. However, we understand the City of Ocala's Comprehensive Plan needs to be reviewed and updated through a process that incorporates an assessment of the current policies, an analysis of existing conditions, community engagement, City staff input as well as concepts laid out by the elected and appointed officials. This approach analyzes and considers changes in Florida Statutes since the last Comprehensive Plan was adopted in 2021, as well as a review of correlated updates to the Land Development Code, removal of inconsistencies, and updates to references including use of terms and agencies or specific dates.

Task 1 – Evaluation of the Plan

The Florida Legislature amended the statutes specific to the way a municipality reviews and updates its Comprehensive Plan in 2011. Florida Statute Chapter 163 requires each local government to assess its Comprehensive Plan to determine whether the Plan must be amended to address changes in growth management laws since the most recent update was adopted.

It is our understanding an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan was completed by City staff in 2019, followed by EAR-based amendments adopted by way of Ordinance 2021-20 by City Council on February 2, 2021. Therefore, a statutory review of the Comprehensive Plan is not required until 2026. That said, there are some significant changes in State legislation that have occurred since the City's last review in 2019. The City may want to incorporate these new statutes into this upcoming amendment, along with the recommendations of the Ocala 2050 Vision document. Most notably this includes the new Live Local act.

Additional recommended changes will be divided over four categories;

1. Statute and legal compliance
2. Inconsistencies with other policy, studies, plans, or codes
3. Vision 2050 recommendations
4. Data driving amendments (i.e., level of service)

Task 2 – Drafting Policy Updates

Based on the findings and recommendations of the Vision Plan, Kimley-Horn will begin drafting updated policies for each of the Comprehensive Plan Elements. It is best practice to begin with amendments to the Future Land Use element because these policies provide guidance for so many of the other elements. For instance, open space land use in the City will have a direct correlation to the policy written within the Recreation, Open Space and Cultural Arts Element.

Once the Future Land Use policies have been drafted and the Future Land Use Map Series has been completed, we will provide a draft of the updated element to the City project manager so they may review the document and provide comments from each of the appropriate departments in a consolidated format. The comments will be addressed in a timely fashion, and a final draft of the Future Land Use element will be sent to staff for final review.

Then we will begin drafting the new and amended policies in each of the remaining elements as directed by the recommendations discussed in earlier tasks. We often recommend dividing the elements into smaller groups to ease the review by the City project manager and other staff. For instance, we will deliver drafts of the Conservation Element and Recreation, Open Space and Cultural Arts Element first, and then we will submit drafts of the Transportation Element and Capital Improvements Element at the next submittal. This allows for a constant "draft, review, comment, and update" process versus delivering all elements at the same time which we find overwhelms City staff with their already busy schedules.

Kimley-Horn will not undertake an update to the City's water supply facilities master plan, sanitary sewer master plan, capital improvement projects, or similar studies as part of this assignment as these plans are on an annual or five-year update cycle, but we will incorporate them into the elements by reference if desired by the City.

Kimley-Horn will respond to up to one (1) round of consolidated comments to the draft elements based upon staff review. City staff will be responsible for compiling and submitting one set of review comments to Kimley-Horn. The final deliverable will be provided to staff at least two months prior to the project completion date.

Task 3 – Planning & Zoning Board

Following completion of the updated Comprehensive Plan Elements, Kimley-Horn will help City staff prepare a presentation to the Planning & Zoning Board that summarizes the changes to the Comprehensive Plan so they can ask questions and raise concerns before the transmittal and adoption stage of the plan. The presentation will summarize changes to each of the elements proposed for amendment and why the changes were proposed. Kimley-Horn will respond to one (1) round of comments to the draft elements received at the Planning & Zoning Board.

DELIVERABLE 3 – UNIFIED LAND DEVELOPMENT CODE (OPTIONAL)

Blueprint to Success – Code Assessment

Kimley-Horn will evaluate Subpart B Land Development Regulation, referred to as the Unified Land Development Code (ULDC). Kimley-Horn's multidisciplinary team is well-versed in writing and applying codes and will streamline the process with the intimate knowledge of our transportation specialists, engineers, landscape architects, and planners. Kimley-Horn will review the existing Land Development Code and prepare a written evaluation/matrix providing:

- A written evaluation of the current Code and Land Development Regulations
- A comparative analysis with State and Federal legislation since the last update
- A review of the Comprehensive Plan and any consistency impacts
- Recommendations based on the consistency analysis and recommended best practices

This matrix will serve as the basis for code development in the next phase. Kimley-Horn will work with the appropriate staff to review the policy evaluation and recommendations and address one (1) round of consolidated comments before finalizing this deliverable.

Cracking the Code – Code Development

Kimley-Horn will prepare an annotated outline based on the review matrix and comments received from City staff. The annotated outline will identify the form, contents, and structure of the updated ULDC for review and comment before drafting begins. The annotated outline will include recommendations for sub-districts of application, including building onto the existing downtown/form-based code provisions.

Kimley-Horn will draft amendments to the ULDC consistent with the findings and input from previous tasks with the purpose of providing consistency between documents and State and Federal requirements. The draft ULDC update will be provided to the city project manager for review and comment. Similar to the format of the Comprehensive Plan Element updates, we find it is best to split up the code updates into smaller groupings to ease the review and not overwhelm City staff. Kimley-Horn will respond to up to two (2) rounds of consolidated comments to the draft LDC based upon their review. The final ULDC will be provided in strikethrough and underline in an electronic format.



DELIVERABLE 4 – SUBAREA PLANS (OPTIONAL)

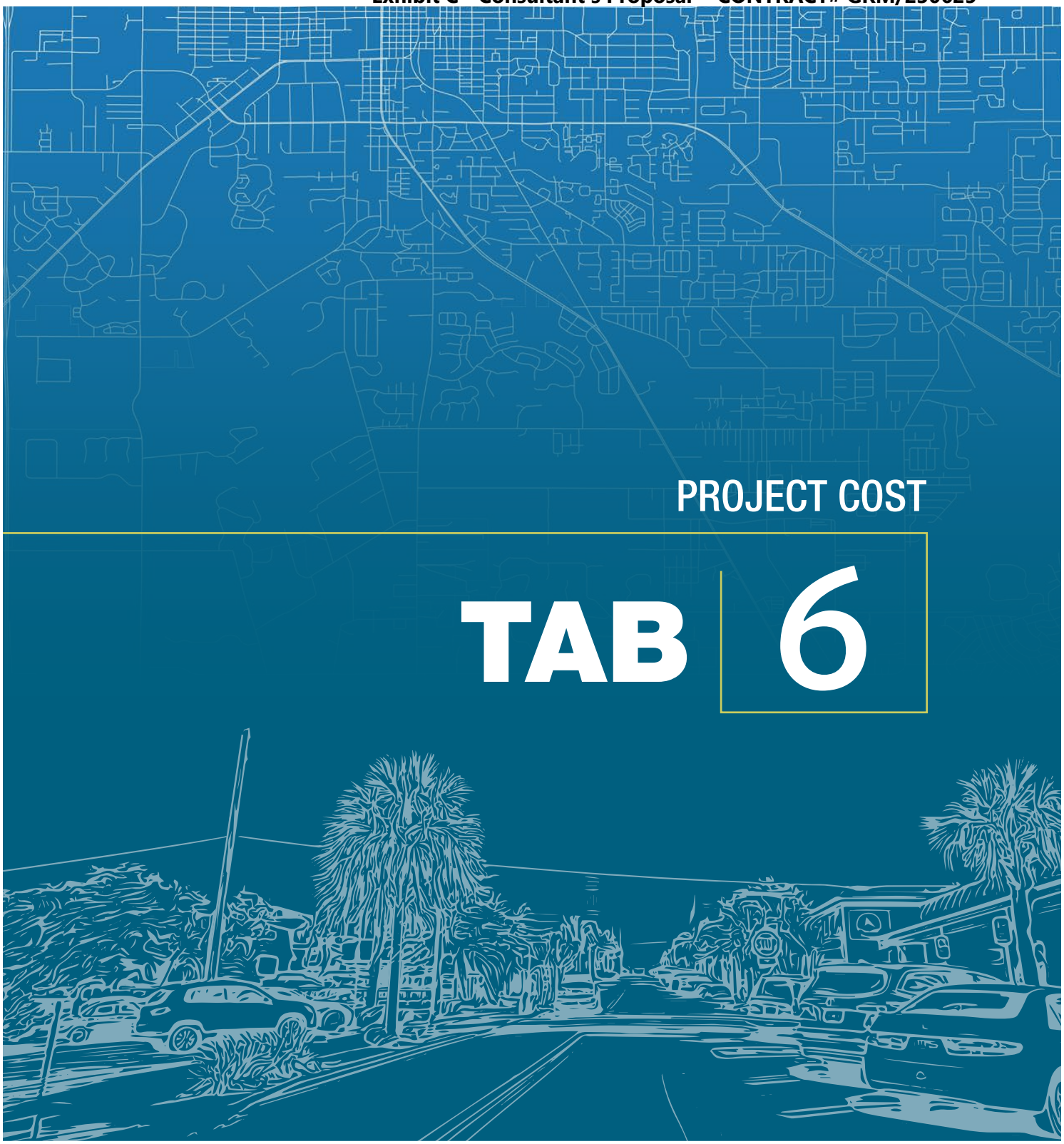
Depending on the needs and desires of the communitym the Subarea Plans can dive deeper into specific issues around land use, transportation, recreation and open space, or even historic preservation and urban design. For example, Tuscawilla's Subarea Plan may include a more robust discussion around historic preservation, as the buildings in that primarily residential neighborhood embody a period when Ocala functioned as a bustling central hub for much of Central Florida. West Ocala's Subarea Plan will likely focus on the more auto-dominant SR 40 as a primary gateway to the heart of Ocala that is well-posed for revitalization, infill, and reuse. We will work closely with the City to craft plans that resonate with the community and reflect their priorities and to select impactful catalytic projects and/or sites for each Subarea.

Each Subarea Plan's work plan and schedule will be tailored to meet the needs of the community. A typical work plan could include the following:

- Project Kick-Off to identify and discuss opportunities, constraints, project goals, and engagement methods.
- Inventory and Needs Report that includes a quantitative and qualitative inventory of neighborhood assets and existing conditions including the creation of visualizations to support the report and the review of the Community Redevelopment Agreement, if applicable, for potential incorporation.
- Public Engagement to be developed with staff to meet the needs of the community. This could include a community survey, interviews, pop up events, visioning workshop, or other methods depending on the desire to have a more robust and intimate engagement process at this stage.
- Final Subarea Plan to be developed based on the information, input, and assessments gathered in the previously mentioned tasks. The Subarea Plan will include specific actions and a phasing plan to implement the recommendations within the plan.

PROJECT SCHEDULE

DELIVERABLE	TASK	TASK NAME	MONTH OF COMPLETION		
			2023	2024	2025
1 – Vision 2050					
	1	Data Collection and Analysis of Current Conditions	December		
	2	White Paper Analysis of Vision 2035		January	
	3	Equitable Engagement		January to May	
		Citywide Summits (2)		March	
		Supplemental Meetings		May	
	4	Vision 2050 Graphic Document		July	
	5	Final Presentation		August	
2 – Comprehensive Plan Update					
	1	Evaluation of the Plan		September	
	2	Drafting Policy Updates		November	
		Map Series		December	
	3	Planning & Zoning Board			January
		Final Document			March
Optional					
		Website and Survey Tool		January to May	



PROJECT COST

TAB 6

Kimley»Horn
Expect More. Experience Better.

TAB 6 PROJECT COST

Kimley-Horn will perform the services described in Deliverables 1 and 2 for the not to exceed cost of $163,000 based on staff hours and schedule of professional fees. An additional $12,000 has been allocated for an optional website and maintenance. It is understood the fees provided below are for budget purposes only and may be adjusted within each task providing the total fee is not exceeded.

TASK	FEE
Deliverable 1 – Vision 2050	**$98,000**
White Paper Analysis of Vision 2035	$8,000
Citywide Summits (2)	$12,000
Targeted Focus Groups (3)	$6,000
Data Collection and Analysis of Current Conditions	$30,000
Vision 2050 Graphic Document	$37,000
Final Presentation	$5,000
Deliverable 2 – Comprehensive Plan Update based on Vision 2050	**$65,000**
Plan Evaluation	$5,000
Policy Drafting	$42,000
Map Series	$6,000
Planning & Zoning Board and Final Document	$12,000
Website and Survey Tool	**$12,000**
Total	**$175,000**
Optional Tasks	
Deliverable 3 – Unified Land Development Code based on Vision 2050	TBD see rates
Deliverable 4 – Subarea Plans	TBD see rates

Below we have provided fully loaded hourly rates for tasks that lack a definable work product.

ROLE	HOURLY RATE
Analyst	$128.00
Designer	$154.00
Professional	$179.00
Senior Professional	$221.00
Project Manager	$258.00
Principal	$325.00

Request for Proposals (RFP)

Issue Date: July 24, 2023

Title: **GRM/230625: PROFESSIONAL PLANNING CONSULTING SERVICES**

Contact: David Williams, Buyer
dwilliams@ocalafl.org
(352) 629-8350

SECTION 1. BACKGROUND AND PROJECT OVERVIEW

1.1. BACKGROUND

The City of Ocala, Florida ("City"), seeks proposals from qualified firms for professional planning services to lead the development of the 2050 City of Ocala Master Plan (the "2050 Vision"). To be eligible for consideration, the proposing firm must be capable of providing the services described herein and must meet all other criteria as outlined in this Request for Proposals (RFP).

1.2. PROJECT OVERVIEW

The purpose of this RFP is to identify and contract with a highly qualified planning or interdisciplinary firm consultant to assist the City with as needed planning related tasks, with the first being to lead and prepare the City's comprehensive master plan update for 2050 (the "Project"). This Project will completely update the City's 2035 Master Plan (the "2035 Vision") to assist City management in its efforts to ensure that Ocala's quality of life is enhanced and protected as the City continues to grow.

The City desires to have an updated, well organized, concise and engaging plan focused on infill development/redevelopment, developing a strong economic base, a financially feasible land use plan, improved mobility, smart growth concepts, neighborhood planning and the protection of natural resources. The updated master plan shall provide for a wide range of decisions concerning annexation, land use, design, development, and capital improvement priorities.

1.3. COMMUNITY DESCRIPTION

The City of Ocala, incorporated in 1885, is the largest municipality located in Marion County. Located in Northern Central Florida, Ocala's city limits encompass a land area of 47.26 square miles. Ocala's unique central location to both coasts and other top Florida destinations via a strong highway system contributes to the area's attractiveness for residents and businesses.

Ocala has been among the fastest growing cities in the nation for nearly three years. In 2020, the City's population was 63,591 according to the U.S. Census. Today, Ocala has an estimated population of 65,478 full-time residents. While the majority of the residential growth has occurred in the County, the City continues to serve as the main economic center for retail, office, industrial and health care in the

community. It is estimated that the City of Ocala supports a daytime population of about 120,000 people based on its central location and economic position in the county.

Ocala offers numerous outdoor and recreational opportunities, an excellent subtropical climate, 33 City parks, world-renowned Silver Springs attraction, and the Fort King National Landmark. Historic preservation is celebrated within the City's four historic districts, with some buildings dating from the mid-1800s. Ocala is within close proximity to rolling green fields of horse farms, open space preserves, outstanding golf courses, friendly communities, crystal-clear rivers, and fresh-water springs, the Ocala National Forest, the Silver River State Park, and the State of Florida's network of trails and greenways.





The Ocala Civic Theatre offers live, professional-quality musical and dramatic productions and is the second largest community theater in the state. Other art and cultural entities include the historic Marion Theatre, Central Florida Symphony, Marion Cultural Alliance at the Brick City Center for the Arts, and the Webber Center at Central Florida Community College The City of Ocala also organizes many unique and diverse community activities, such as "One Ocala One America," and "Light-Up Ocala," a Christmas-related celebration.

The City is governed by the council-manager form of government. Voters elect a five-member City Council with four members elected by district and one member at-large to serve a four-year term. The Mayor is elected at-large to serve a two-year term. The City Manager is appointed by City Council and serves as the City's chief administrative officer who is responsible for carrying out policy, administering City affairs and keeping City Council informed on governmental operations.



SECTION 2. PROJECT OBJECTIVES, FOCUS AREAS, AND DELIVERABLES

The City of Ocala is seeking a highly qualified planning or interdisciplinary firm with pertinent experience in urban design consulting, redevelopment planning, geographic information systems (GIS), economic development strategies for the housing, commercial and industrial sectors, and land use code/regulation

writing. One or more Consultants may be tasked with providing a broad range of professional urban planning services over a period of three years. A detailed scope of services and an assignment of duties will be provided for each assigned task. The use of sub-consultants will be allowed to address certain issues or tasks.

Professional services to be performed by Consultant shall include, but may not be limited to, those items identified under the Consultant Deliverables section of this RFP.

2.1. CONSULTANT DELIVERABLES

The Consultant's first task shall be to lead the 2050 Vision Project Team (the "Project Team"), in its review of the existing master plan vision statement and development of a new vision statement and revised master plan document which will integrate current planning policies, goals, and objectives where appropriate. The Project Team shall be comprised of the City Manager's Office, Growth Management staff, and working groups.

The revised comprehensive plan shall identify a clear and concise vision, key trends and issues, desired outcomes (goals and policies) and implementation strategies based on further public input and discussion. The awarded consultant is encouraged to be creative when proposing a plan that they believe will best serve the City of Ocala and to support its work through collaborations with the Project Team.

The Consultant shall provide actionable recommendations to address current and future issues that will result in positive outcomes for the City.

A. Deliverable 1 – Vision 2050

The 2050 Vision is intended to examine Vision 2035 and determine the needed additional responses to all of those impacted by it, to include residents, businesses, and other constituent groups. Efforts and accommodations should be made to include low to moderate income, minority, ethnically diverse, and elderly or disabled citizens whenever possible. The City not only intends to utilize this update as an opportunity to gather ideas and feedback, but also as an opportunity to increase the visibility of and excitement about planning in the community. At the time of award, the City of Ocala will have started the process and outreach for updating Vision 2050. The awarded Consultant will be expected to work with the City to refine and finalize the scope of work for this deliverable prior to the Consultant's engagement into the project.

(1) Consultant will be asked to assist Project Team in collecting and compiling information necessary to update the City's 2035 Vision to a 2050 Vision, including necessary and subsequent comprehensive plan amendments. The Consultant will coordinate with City staff to assess the City's progress toward Vision 2035. Working toward Vision 2050, data and analysis shall include, but may not be limited to: changes in state law, annexation and land use changes, comprehensive plan text amendments, socio/demographics, review of related City studies, multi-modal transportation, community facilities and services, housing needs and inventory, natural resources, economic indicators, history and heritage, and recreational needs and opportunities. The data, background information and input received from community outreach efforts and engagements, will be compiled to form the basis for the 2050 Vision document.

(2) With the assistance of the Project Team, the awarded Consultant shall prepare an engaging, useful Vision 2050 document which can be implemented in a practical manner as defined by the deliverable task. The plan update will be presented in written form, have an online presence and be downloadable in ADA compliant PDF format. The Consultant shall incorporate visuals, graphics, plans, charts graphs, summaries and other presentation tools tailored to the master plan's various audiences. All digital map files shall be compatible with ESRI ArcGIS software.

(3) The final Vision 2050 update document shall include the following content sections/content areas:

- Executive Summary;
- Introduction/Overview of the current state of the City and current and emerging issues;
- Vision Statement;
- Summary of public input;
- Theme-based content that identifies needs, challenges, and opportunities available to the City;
- Implementation Plan outlining specific actions to be taken by the City and its staff over the Vision period and the amount of funding anticipated to be needed to complete those actions;
- References to the existing Vision 2035, Comprehensive Pan and related documents, reports, and information as needed; and
- References to the information utilized to create the Vision 2050 update.

(4) The revised Vision and any other documents prepared on behalf of the City pursuant to the resulting contract shall become the property of the City of Ocala for its exclusive use. Consultant shall submit all draft/interim reports and materials in electronic form. Copies of all presentation materials including displays and digital presentations used by the consultant at meetings shall be provided to the City in reproducible form.

(5) Consultant shall prepare an interim draft of the Vision 2050 update for review by the Project Team and, subsequently, by City Council and the public. Consultant shall collect comments from stakeholders and prepare a final draft of the master plan update for City Council's consideration and adoption at a public hearing.

B. <u>Deliverable 2 - Comprehensive Plan Update</u>

(1) The update of the Ocala 2035 Vision to the Ocala 2050 Vision is necessary to guide the appropriate updates to the City's comprehensive plan to ensure that Ocala's quality of life is enhanced and protected as the City continues to grow. The Vision update is anticipated to focus on infill development/redevelopment, developing a strong economic base, a financially feasible land use plan, improved mobility, smart growth concepts, neighborhood planning and the protection of natural resources. The Vision will serve as a guide for updating the Comprehensive Plan and shall provide for a wide range of decisions concerning annexation, land use, design, development, and capital improvement priorities. The updated plan will:

- Implement the 2050 Vision;
- Provide clear and succinct goals, objectives, and policies;
- Identify and address current and future key issues facing the City;
- Utilize current and accurate data;
- Be well organized, easy to read and use;
- Eliminate wish items and specific dates/timeframes;
- Provide a dynamic land use plan that is design-oriented and is flexible with regard to use and implementation;
- Provide a framework for shaping and managing the City's future growth;
- Focus on the physical and economic aspects of the City;
- Incorporate best practices with regards to urban design, transportation, and sustainability;
- Link future growth and development to the Capital Improvements Element;
- Identify the need for developing further subarea plans or refining existing sub area plans;
- Provide specific implementation strategies and standards that include performance measures where appropriate;
- Provide direction toward creation of a unified land development code; and
- Review City's zoning districts and associated zoning map for further consolidation consistent with the updated comprehensive plan.

(2) The revised comprehensive plan and any other documents prepared on behalf of the City pursuant to the resulting contract shall become the property of the City of Ocala for its exclusive use. Consultant shall submit all draft/interim reports and materials in electronic form. Copies of all presentation materials including displays and digital presentations used by the consultant at meetings shall be provided to the City in reproducible form.

(3) Consultant shall prepare an interim draft of the Comprehensive Plan update for review by the Project Team and, subsequently, by City Council and the public. Consultant shall collect comments from stakeholders and prepare a final draft of the master plan update for City Council's consideration and adoption at a public hearing.

*****DELIVERABLES 3 AND 4 ARE OPTIONAL BID ITEMS – PROPOSERS ARE ASKED TO INCLUDE PRICING FOR THESE OPTIONAL SERVICES*****

C. Deliverable 3 - Unified Land Development Code

After completion the awarded Consultant shall recommend strategies to accomplish the City's goals and propose mechanisms to reasonably implement those recommendations. As part of those strategies, the Consultant shall:

- Provide details about municipal regulatory structures that need to be amended to achieve the specified goals of the plan update;

- Assist staff in planning and development necessary updates to the City code that implements the 2050 Vision and provides the framework for establishing an updated and Unified Land Development Code;
- Identify which entities should carry out the steps needed to achieve those goals;
- Prepare a clear timeline for implementation that considers how best to prioritize the goals;
- Recommend amendments to the City's zoning ordinances, infrastructure design, construction and administration standards, land development regulations, as well as policy changes or amendments to other provisions of the City Code and specify details of potential capital improvements, additional studies, and/or additional strategies that may be needed; and
- Identify resources necessary for implementation of the recommendations.

D. Deliverable 4 – Subarea Plans

The City currently has subarea plans for: Tuscawilla, West Ocala, Midtown, Downtown and Pine Oaks. The awarded Consultant may be tasked with the review and update of these area plans as well as the creation of new subarea plans.

2.2. ESTIMATED BUDGET AND PROJECT SCHEDULE

The estimated budget for Deliverable #1 and #2 is $175,000.

Consultant shall begin work upon contract approval and complete all tasks no later than **April 1, 2025**.

A completed interim draft of the comprehensive plan update shall be delivered to the Project Team at least two months prior to the project completion date to allow time for final review and revisions. Consultant will provide a final draft of the comprehensive plan update, reflecting final revisions and including supporting documents, for the Planning and Zoning Board's public hearing process and will make any additional changes.

SECTION 3. MINIMUM ELIGIBILITY REQUIREMENTS

3.1 The minimum eligibility requirements for this solicitation are listed below. Proposers who fail to comply with these minimum requirements shall be deemed to be non-responsive and shall not have their Proposal considered:

A. Proposer must have no less than 10 years' experience in long range planning, comprehensive plan updates and vision consulting services for projects similar in complexity.

B. Proposer must have completed at least four (4) directly comparable projects.

C. Key personnel assigned to this Project should have a minimum of 10 years' experience in similar project roles.

SECTION 4. PROPOSAL SUBMITTAL REQUIREMENTS

4.1 All proposals must be electronically submitted by or before **2:00 PM**, on the listing end date/bid close date at www.bidocala.com under the appropriate listing. The City will receive submittals until the time and date cited in our e-procurement system, ProRFx. Only submittals received

electronically on www.bidocala.com by the correct time and date will be recorded. Any proposals received after the stated time and date will not be considered.

4.2 Proposer shall upload one (1) electronic submittal package through the listing on www.bidocala.com for evaluation. Proposals may not be submitted by any other means. The City will not accept proposals sent by U.S. Mail, private couriers, fax, or email.

4.3 Proposers shall follow the submittal and content requirements as described herein. Should proposals not be provided in the format requested, Proposer may be deemed non-responsive and therefore ineligible for award

4.4 Proposers are encouraged to communicate any questions regarding this RFP by the deadline set forth above. Questions should be sent in writing via e-mail to **David Williams, Buyer** at **dwilliams@ocalafl.org**. Questions and answers will be communicated to all proposers by issuing an addendum posted to www.bidocala.com.

4.5 ***The City reserves the right to modify this schedule at any time. These dates may be extended, changed, or updated within the listing at www.bidocala.com. Proposers are responsible for verifying all listing information prior to submitting a response to this solicitation.**

SECTION 5. PROPOSAL CONTENT REQUIREMENTS

5.1 Proposals must be clear, succinct, and **not exceed twenty (20) pages**, excluding, resumes, and letters of reference. All submittals must be complete and contain all required content.

5.2 **PAGE SIZE AND FORMAT:** Proposals shall contain 8 ½ x 11 sheet pages only with a minimum font size of 11 points.

5.3 **COVER PAGE**: The cover page shall include the title of this proposal, as follows, followed by Proposer's firm name, address, contact person, telephone number and e-mail address.

INVITATION TO NEGOTIATE – RFP#: GRM/230625
PROFESSIONAL URBAN PLANNING CONSULTING SERVICES
2050 VISION MASTER PLAN UPDATE

5.4 **REQUIRED SECTIONS**: The information described below shall be submitted with each Proposal and should be submitted in the order shown. Each Section should be clearly labeled with pages numbered and separated by a tab page. A Proposer's failure to include all listed items may result in the rejection of its Proposal.

A. Tab 1 – Cover Letter/Letter of Interest.

(1) Provide a cover letter on signed by an authorized representative of Proposer's firm. The letter shall include:

- a summary overview of your proposal and explain the reasons for your interest; and
- the name, physical address, email address, and mailing address of the person who will respond to questions about this Proposal.

B. **Tab 2 - Project Team Qualifications and Experience**

(1) Provide an organizational chart of depicting Proposer's key personnel that will be committed to the Project. Personnel identified in the organizational chart are expected by City to be used for the Project. City reserves the right to disallow substitutions without prior approval by City.

(2) For each of these key personnel, describe their respective role and project responsibilities and provide a resume for each individual depicting education, certifications, professional affiliations, licensure, number of years in present position, project experience, and any other pertinent information. Include, as applicable, any specific information regarding the team member's experience in providing services for comparable Florida-based projects similar in complexity for the last five (5) years.

(3) List all projects in Florida and/or the southeastern United States where the Proposing firm/team provided services for comparable projects in the last seven (7) years, whether completed or ongoing. For each project submitted as proof of experience, please identify:

- Project name;
- Project location;
- Agency name;
- Project initial budget and final project budget;
- Project start date and completion date;
- Number of change orders;
- Summary of the work actually performed by your firm; and
- Project reference information (name, title during project, phone, and e-mail).

C. **Tab 3 – Project Summary, and Proposer's Firm's History and Information**

(1) Provide a brief narrative which provides a general description of the firm that is proposing to provide the services described herein, highlighting the firm's qualifications and its ability to provide the services detailed in the solicitation. If multiple organizations will be working together on the project, include the identity of the lead consulting firm.

(2) Include the legal organization of the proposing firm along with the corporate history of the firm, length of time in business under the same name, and any former names of the firm.

(3) Submit specific and verifiable information regarding the relevant Florida-based experience and proven track record of the firm and/or its principals in providing the scope of services identified in this solicitation, including experience in providing similar scope of services to Florida public sector agencies.

(4) Please also provide the following information:

- State the location of the principal office of your firm that will be responsible for the Project.
- Professional licenses held by the firm and by the key personnel who will be assigned to this Project, complete with license numbers and indication of whether license is held by the individual or the firm.
- Identify all contracts or subcontracts held by the firm or officers of the firm that have been terminated within the last five (5) years.
- Identify all claims arising from a contract which have resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and outcomes of each.
- If Proposer is a State of Florida Certified Minority Business Enterprise, provide a copy of said certification in the Appendix.

D. Tab 4 – Project Narrative

The Project Narrative shall describe the Consultant's approach and technical plan for accomplishing the project elements described in this RFP, including methods and team member participation. Consultant is encouraged to elaborate and improve on the list of tasks set forth in this RFP but shall not delete any of the tasks described herein.

E. Tab 5 – Scope of Work

- Provide Consultant's specific proposal and strategies for addressing each element of the Project as identified in this RFP.
- Prepare a detailed draft project schedule, which includes deliverables and timetables for accomplishing milestones for each element of the Project, as identified in this RFP.
- Incorporate a public engagement plan.
- Clearly identify the roles and responsibilities of the City, Project Team and working groups throughout the process.

F. Tab 6 – Project Cost.

Provide a lump sum, not to exceed cost proposal for the basic services in the RFP and Consultant's proposal. Include optional services with pricing, as desired, based upon your professional recommendations and project understanding. For tasks that lack a definable work product, provide fully loaded hourly rates for responsible personnel. Include as necessary any breakdowns of professional services and reimbursable expenses.

SECTION 6. SELECTION PROCESS, EVALUATION CRITERIA, AND SCORING

6.1 It is the intent of the City to award a contract to the Proposer who, in the sole opinion of the City, is most qualified to perform the scope of services required. The following selection criteria, including financial and non-financial criteria, will be used to score the Proposals.

6.2 A total of **100 points** will be allocated during each evaluation phase. The Proposer with the highest score during Final Scoring will be selected as the intended awardee.

6.3 The City has the option to award or reject any or all proposers or contracts resulting from this solicitation.

6.4 The City reserves the right, prior to City Council approval, to cancel or terminate this solicitation, any negotiations, or the proposed agreement, without penalty.

6.5 **ADMINISTRATIVE REVIEW OF PROPOSALS**

A. City Procurement staff shall first review all proposals in detail to make a determination as to the responsiveness of each proposer. A proposal will be deemed responsive where the submittal complies with the requirements as set forth in this solicitation. Only those proposals found to be responsive shall be submitted to the Selection Committee.

B. If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the proposal should be rejected and found to be non-responsive.

C. City reserves its right to waive any irregularities in the solicitation process, to reject any or all proposals, or to re-advertise this RFP if desired.

D. Proposals that are incomplete, conditional, obscured, or which contain irregularities of any kind, may be rejected by the City.

E. Requests for clarification of proposal(s) shall be in writing. Proposer's failure to respond to the City's request for clarification may result in such proposer being deemed non-responsive and serve as just cause to reject Proposer's response to this solicitation.

6.6 **PROPOSAL EVALUATION PROCESS**

A. **<u>Selection Committee Initial Review and Scoring/Shortlisting</u>**

(1) The Selection Committee will be comprised of a minimum of three (3) members from various and appropriate City departments.

(2) During the Selection Committee meeting, the committee members will independently review the proposals and will submit their individual rankings for each proposal to the Buyer for compilation in accordance with the following evaluation criteria:

PROPOSAL EVALUATION / SELECTION CRITERIA	SCORING (100 POINTS)
Proposer's Qualifications and Experience. Firm's record of successfully completing projects for similar services in the public sector. Demonstrated ability to meet project schedule and budget. Quality of project references.	**30**
Project Team Composition and Experience of Key Personnel. Education, experience, and organizational structure of key personnel. Record of experience and successful performance with similar projects. Adequacy of resources to complete the project.	**30**
Understanding of Project Requirements and Project Approach. Firm's demonstrated understanding of issues facing the City and region. Innovative project approach tailored to the City of Ocala. Demonstrated understanding of the specific challenges to this project and how Proposer's approach would address those challenges.	**30**
Cost Competitiveness. Value of services proposed for the project budget.	**10**

(3) The City will determine, based on its sole discretion, whether one or more proposers will be shortlisted based upon the overall combined score of all Selection Committee members.

B. **Oral Presentation of Qualifications and Interview Session**.

(1) In the City's sole discretion, shortlisted firms may be invited for interview and oral presentation of qualifications. If granted, dates will be set for conducting interviews or presentations with shortlisted firms, and notification will be sent by e-mail and/or telephone of their assigned date and time, by Procurement staff.

(2) During the interview and oral presentation session, firms shall be prepared to provide a presentation of the proposed project and firm qualifications, and to field questions from the Selection Committee.

(3) This session is intended to provide shortlisted firms with an opportunity to clarify Selection Committee questions and/or to further elaborate on submittals as deemed necessary by the Selection Committee.

(4) The presentations and information provided by shortlisted firms during this session will be used for final scoring by the Selection Committee.

(5) The City shall not be responsible for any costs or expenses incurred by proposers for proposer's participation in any interviews, presentations, or negotiations.

C. **Final Scoring**.

(1) Each Selection Committee member shall independently score each of the shortlisted firms based on the following evaluation criteria:

ORAL PRESENTATION EVALUATION CRITERIA	SCORING (100 POINTS)
Proposer's Qualifications and Experience. Project Team members demonstrated that they are qualified to perform the work. Firm provided comparable projects that they have been involved with.	**40**
Understanding of the Project Requirements and Project Approach. Consultant demonstrates understanding of Project's key elements. Consultant demonstrates knowledge of related standards, processes, and procedures. Consultant recognized and identified special circumstances related to the Project. Consultant provided logical approach to tasks and Project issues.	**40**
Quality of the Interview. Interview was clear and concise. Questions were appropriately answered by Consultant.	**20**

(2) Once the individual scores are received, Procurement Department staff shall total the scoring across all Selection Committee members and shall rank the firms from highest to lowest based on their numerical score.

(3) The firm receiving the highest score shall receive the rank of Number 1, the firm with the second highest score shall receive the rank of Number 2, and so on until all shortlisted firms are ranked.

(4) The firm receiving the highest score shall be recommended for award subject to successful contract negotiations and Council approval.

SECTION 7. INQUIRIES, ADDENDA, ANTI-LOBBYING AND ANTI-COLLUSION

7.1 Any and all questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates.

7.2 If necessary, any addenda will be posted on the www.bidocala.com website.

7.3 It is our standard policy no addenda will be issued later than three (3) calendar days prior to the date for receipt of proposals, except an addendum withdrawing the solicitation or one which includes postponement of the date for receipt of proposals.

7.4 No verbal or written information which is obtained other than by information in this document or by an addendum to this request will be binding on the City.

7.5 All terms and conditions of this request, any addenda, proposer's submissions, and future negotiated terms shall be incorporated into the contract by reference as set forth herein.

7.6 **ANTI-LOBBYING:** Any bidder/proposer violating anti-lobbying in Section 8 will have their proposal rejected and will not be considered further.

7.7 **ANTI-COLLUSION STATEMENT/PUBLIC DOMAIN:** Proposer shall not divulge, discuss, or compare this Request for Proposal with any other proposer or collude with any other proposer in the preparation of this response in order to gain an unfair advantage in the award of this contract. By submitting a response, Proposer acknowledges all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

SECTION 8. CONFLICT OF INTEREST

8.1 All firms must list all and any affiliations they have with other firms.

8.2 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All proposers must disclose with each proposal the name of any officer, director or agent who is also a public or City employee. Further, all Proposers must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of City of Ocala Employee Handbook regulations, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the City of Ocala ("City") must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective procurement staff member. A statement must be submitted with every procurement response if the proposer has a disclosure to document. This statement is available at https://www.ocalafl.org/home/showpublisheddocument/19443/637877785569170000Submitted proposals will be reviewed by Procurement staff. Proposals that are not responsive or responsible will be rejected.

SECTION 9. LOBBYING AND PROPOSER CONTACT

9.1 PROPOSERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY CITY PERSONNEL, ELECTED OFFICIAL, OR BOARD MEMBER RELATED TO OR INVOLVED WITH THIS REQUEST. PROPOSERS ARE RESTRICTED FROM DISCUSSING THEIR SUBMITTALS AND THIS INVITATION NEGOTIATE WITH COMPETING FIRMS UNDER THIS LISTING. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED PROCUREMENT PERSONNEL.

9.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY INVITATION NEGOTIATE AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A CITY COUNCIL MEMBER OR ANY CITY PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT. CONTACT WITH OTHER SUBMITTING PROPOSERS IS RESTRICTED AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT.

9.3 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER OR INTERACT WITH OTHER PROPOSERS AS DESCRIBED IN 8.1 AND 8.2 DURING THE TIME SPECIFIED WILL RESULT IN REJECTION/ DISQUALIFICATION OF THEIR PROPOSAL UNDER SAID INVITATION NEGOTIATE.

SECTION 10. CITY OF OCALA PROTEST POLICY

10.1 ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN THE CITY OF OCALA PROCUREMENT POLICY LOCATED AT https://www.ocalafl.org/home/showdocument?id=19405.

10.2 FAILURE TO POST BOND WITH THE CITY OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND CITY OF OCALA RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE CONTRACTING OFFICER FOR THE CITY.

SECTION 11. ADDITIONAL CITY REQUIREMENTS

INDEMNIFICATION CLAUSE. Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from damages, claims, losses, costs, and expenses, including 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 negligent errors, acts, or omissions by Consultant and contemplated by this Agreement to the extent allowed by section 725.08, Florida Statutes, and to the extent that the services rendered pursuant to the Agreement were services of a "Design Professional" as defined in section 725.08(4), Florida Statute, including without limitation, harm or personal injury to third persons during the term of this Agreement.

11.1 **MATERIALS.** All materials submitted as a response to this solicitation shall become the property of the City.

11.2 **COST INCURRED IN RESPONDING.** The City is not liable for any cost incurred by any proposer interested in submitting a development proposal, or any selected proposer, prior to the execution of a contract.

11.3 **INDULGENCE.** Indulgence by the City on any non-compliance by the proposer does not constitute a waiver of any rights under this request.

11.4 **E-VERIFY.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

11.5 **ASSIGNMENT.** The final selected proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the City.

11.6 **CONTRACTUAL ARRANGEMENTS.** A City agreement will be drafted with the successful proposer(s) and all general City terms and conditions apply.

11.7 **PUBLIC RECORDS.** All written competitive submissions received by the City pursuant to this RFP including all replies, oral presentations, other submissions, correspondence, meetings and records

made thereof, and any other records concerning this solicitation shall be handled in accordance with Chapter 119, Florida Statutes, and Article 1, Section 24, of the Florida Constitution.

Sealed proposal responses or replies received by the City in response to its solicitations are exempt from public disclosure until such time as the City provides notice of an intended decision or until thirty (30) days after the opening of the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.

THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.

SELECTION COMMITTEE FINAL SCORING

NOTICE OF INTENT TO AWARD

Bid Name: **Professional Planning Consulting Services**

ProRFx ID: RFP04262300000081
Solicitation No: RFP# GRM/230625
Proposals: 3

Buyers Name: David Williams
Email: dwilliams@ocalafl.gov
Buyer Phone: 352-629-8350

9/25/23: Notice of Intent to Award to Kimley-Horn and Associates, Inc., pending City Council approval.

Proposer Name and Office Location	Score
Kimley-Horn and Associates, Inc.	**91.4**
Tallahassee, FL	
Jbrown Professional Group, Inc.	**87.6**
Gainesville, FL	
Amarach Planning Services, LLC.	**73.4**
Ocala, FL	

Prepared by: David Williams

File #: 2024-0146 Agenda Item #: 9a.

Submitted By: Rusella Bowes-Johnson

Presentation By: Sean Lanier

Department: Water & Sewer

STAFF RECOMMENDATION (Motion Ready):
Approve additional expenditures under the agreement for environmental water testing with Pace Analytical Services, LLC for an increased aggregate expenditure amount of $75,000

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:

The City has an ongoing need for environmental water testing services. These services are needed for the Water Resources Department's Compliance Monitoring Division on behalf of two wastewater treatment facilities, two water treatment facilities, and one water quality laboratory for permit analyses that are required for regulatory agencies.

On October 1, 2021, the City of Ocala entered into a contract with Pace Analytical Services, LLC for the provision of environmental water (wastewater and drinking water) testing services (Contract No.: WRS/210139). The contract award was for an initial term of three years with two optional one-year renewal terms. The aggregate expenditure for the initial three-year term, which expires September 30, 2024, was originally estimated not to exceed $50,000. Due to unforeseen increases in federal and state testing requirements, contract expenditures under WRS/210139 totaled $49,901 as of October 10, 2023.

FINDINGS AND CONCLUSIONS:
Staff is now seeking approval to add an additional $25,000 to WRS/210139 to cover work projected to be necessary through the end of the initial contract term. Line-item pricing under the contract will remain the same.

Staff recommends approving the overall contract expenditure amount up to $75,000 through September 20,

2024, with the option of two additional, one-year renewals.

FISCAL IMPACT:
In previous fiscal years, expenditures under this contract have totaled $38,262.43.

There are sufficient funds available in the following FY 2024 Water Resources accounts:

455-030-307-535-53-34010 $25,000

PROCUREMENT REVIEW:
These goods and services were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:

This Amendment will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FIRST AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT ENVIRONMENTAL WATER TESTING SERVICES ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PACE ANALYTICAL SERVICES, LLC**, a limited liability company duly organized in the state of Minnesota and authorized to do business in the state of Florida (EIN# 41-1821617) ("Vendor").

WHEREAS, on October 26, 2021, City and Vendor entered into an Agreement for Environmental Water Testing (the "Original Agreement"), City of Ocala Contract Number: WRS/210139 for a term of three (3) years, from October 1, 2021 to September 30, 2024 with a total contract expenditure not to exceed Fifty Thousand Dollars ($50,000); and

WHEREAS, due to changes in federal and state testing requirements, the City's Water Resources Department now anticipates the total contract expenditure will exceed the existing threshold.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **COMPENSATION**. Vendor shall be paid a maximum limiting amount not to exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($75,000)** over the Contract Term as full and complete compensation for the provision of services under this Agreement.
4. **NOTICES**. All notices, certifications or communications required by this First Amendment 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 Vendor:	Pace Analytical Services, LLC Attn: John Lindsey 1800 Elm Street SE Minneapolis, Minnesota 55414 PH: 386-672-5668 E-mail: john.lindsey@pacelabs.com
If to City of Ocala:	Daphne M. Robinson, Contracting Officer City of Ocala 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: notices@ocalafl.org

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.org

5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
6. **ELECTRONIC SIGNATURE(S).** Vendor, 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 First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
7. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

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

ATTEST:

_____
Angel B. Jacobs
City Clerk

CITY OF OCALA

_____
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

PACE ANALYTICAL SERVICES, LLC

_____

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES

THIS AGREEMENT FOR ENVIRONMENTAL WATER TESTING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PACE ANALYTICAL SERVICES, LLC** , a limited liability company duly organized in Minnesota and authorized to do business in the State of Florida (EIN: 41-1821617) ("Vendor").

WHEREAS, on April, 2021, City issued a Request for Quotation for environmental water testing services, RFQ No.: WRS/210139 (the "Solicitation"); and

WHEREAS, two (2) vendors responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the quote submitted by Pace Analytical Services, LLC was found to be the lowest; and

WHEREAS, City and Vendor now desire to enter into an agreement for biohazard waste removal services.

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

1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.

2. **CONTRACT DOCUMENTS**. The Contract Documents which comprise the entire understanding between City and Vendor 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.

   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-2)

      Exhibit B: Price Proposal (B-1)

      Exhibit C: Appendices (C-1 through C-17)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

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4. **COMPENSATION.** Vendor shall be paid an annual limiting amount of **ELEVEN THOUSAND, FOUR HUNDRED NINETY-ONE AND NO/100 DOLLARS ($11,491)** as full and complete compensation for the provision of biohazard waste disposal services. Compensation paid to Vendor shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** over the term of this Agreement.

   A. **Invoice Submission**. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, Attn: **Benjamin Moose**, **1805 NE 30th Avenue**, **Bldg. 600 Ocala, Florida, 34470**, E-Mail: bmoose@ocalafl.org.

   B. **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.

   C. **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 Vendor; (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 Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

   D. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor'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.

   E. **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. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **TERM OF AGREEMENT**. This Agreement shall become effective and commence on **OCTOBER 1, 2021** and continue in effect for a term of **THREE (3) YEARS**, through and including

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SEPTEMBER 30, 2024. This Agreement may be renewed for **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Vendor.

6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

   The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

   When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. . Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any

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responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **GENERAL LIABILITY INSURANCE.** Vendor has submitted, and the City has approved, a Waiver for the City's general liability insurance requirements for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability on the grounds that Vendor certifies that all services will be provided on Vendor's premises and/or all items purchased by the City will be delivered by common carrier and at no time will Vendor or its employees be on City premises for delivery or installation purposes.

9. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor has submitted, and the City has approved, a Waiver for the City's commercial automobile liability insurance requirements for all automobiles owned, non-owned, hired, and scheduled by Vendor on the grounds that Vendor certifies that all services will be provided on Vendor's premises and/or all items purchased by the City will be delivered by common carrier and at no time will Vendor or its employees be on City premises for delivery or installation purposes.

10. **INSURANCE REQUIREMENTS.** These insurance requirements shall not relieve or limit the liability of Vendor. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until Vendor's Insurance Waiver Certification has been provided. Work shall not continue after expiration (or cancellation) of any applicable Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided (as applicable).

11. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

    A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:

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(1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

(2) Vendor provides material that does not meet the specifications of the Agreement;

(3) Vendor fails to complete the work required within the time stipulated in the Agreement; or

(4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.

B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

(1) City shall be entitled to terminate this Agreement without further notice;

(2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;

(3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and

(4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The

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Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

12. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

13. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

14. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:

    A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

    B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.

    C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.

    D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States…" Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to

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provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.

    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.

    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing

16. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources

17. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's

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liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby; and

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to

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any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

22. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

23. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

24. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

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25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.

26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.

27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

28. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor 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 Vendor 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from

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the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Vendor 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.

30. **PUBLICITY.** Vendor 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.

31. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

32. **CONFLICT OF INTEREST.** Vendor 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. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor'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.

33. **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

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to any other or further notice or demand in similar or other circumstances.

34. **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.

35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and 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 Vendor, its agents, and employees.

36. **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.

37. **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 Vendor:	Pace Analytical Services, LLC Attention: John Lindsey 1800 Elm Street SE Minneapolis, Minnesota Phone: 386-672-5668 E-mail: john.lindsey@pacelabs.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366Fax: 352-690-2025 E-mail: tkimball@ocalafl.org

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Copy to: Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

38. **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.

39. **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.

40. **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.

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41. **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.

42. **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.

43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor 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.

44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

45. **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.

46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

48. **ELECTRONIC SIGNATURE(S).** Vendor, 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

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duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

49. **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.

50. **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 10 / 26 / 2021.

ATTEST:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

CITY OF OCALA

Ken Whitehead

Ken Whitehead
Assistant City Manager

Approved as to form and legality:

/s/ Robert W. Batsel, Jr.

Robert W. Batsel, Jr.
City Attorney

PACE ANALYTICAL SERVICES, LLC

Trevor K Brenner

By: Trevor Brenner
(Printed Name)

Title: General Manager
(Manager/Member)

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Contractor shall furnish all materials, labor, and equipment needed for Environmental Water (Wastewater and Drinking Water) Testing Services for the City of Ocala Department of Water Resources Compliance Monitoring Division on behalf of two (2) wastewater treatment facilities, two (2) water treatment facilities, and one (1) water quality laboratory permit required analysis for regulatory agencies.

Scheduling of deliveries for sample kits shall be coordinated through City Project Manager, Benjamin Moose, bmoose@ocalaf.org, (352)629-8212.

1. Laboratories must be certified under the National Environmental Laboratory Accreditation Program (NELAP) by the Florida Department of Health. These standards shall be of the standards adopted at the National Environmental Laboratory Accreditation Conference (NELAC) in accordance with the test requested by the City of Ocala.
2. Shipment of sample kits to City and pick-up/shipment of samples from City to Vendor are Vendor's responsibility.
3. City shall collect all samples and ship to Vendor in containers supplied by the Vendor.
4. Re-samples, which are not a result of City error, shall be performed at the Vendor's expense, and processed as expedited or rush samples.
5. Sample bottle preparation and shipping containers shall be provided by Vendor and sample bottles shall be labeled with analyte to be tested (trip blanks included, if required).
6. Test results shall be reported in Florida Department of Environmental Protection (FDEP) format, and at Method Detection Limits (MDLs) specified by FDEP Central District. Where possible, a method that has an MDL below Maximum Contaminant Level (MCL) must be used.
7. Results turn-around time shall be a maximum of twenty-one (21) calendar days from sample receipt.
8. Vendor shall perform Drinking Water Testing (Water Treatment Plant 1 and 2) outlined in Appendix 'A'.
9. Vendor shall perform Quarterly Sludge (Water Reclamation Facility 2 and 3) test outlined in Appendix 'B'.

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10. Vendor shall perform Annual Sludge TCLP (Water Reclamation Facility 2 and 3) test outlined in Appendix 'C'.
11. Vendor shall perform Quarterly TKN and Sodium (Water Reclamation Facility 3 Monitoring Wells) test outlined in Appendix 'D'.
12. Vendor shall perform Reagent Water Testing (Water Quality Laboratory) outlined in Appendix 'E'.
13. Vendor shall perform Annual Effluent (Water Reclamation Facility 2 and 3) test outlined in Appendix 'F'.
14. Vendor shall perform Annual Influent (Water Reclamation Facility 2 and 3) test outlined in Appendix 'G'.
15. Vendor shall perform Annual Reclaimed Water (Water Reclamation Facility 2 and 3) test outlined in Appendix 'H'.
16. Vendor shall perform Annual Industrial 1 test outlined in Appendix 'I'.
17. Vendor shall perform Annual Industrial 2 test outlined in Appendix 'J'.
18. Vendor shall perform Quarterly Stormwater (Tuscawilla Pond) tests outlined in Appendix 'K'.

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Wastewater Testing							
Item #	**Description**	**No. of Methods**	**No. of Samples Per Test**	**Frequency of Tests**	**No. of Tests Per Year**	**Cost Per Test**	**Total Cost Per Year**
1	Quarterly Sludge (WRF# 2 & 3)	7	2	Quarterly	8	$104.00	$832.00
2	Annual Sludge Toxicity Characteristic Leaching Procedure (TCLP - WRF# 2 & 3)	8	2	Annually	2	$380.00	$760.00
3	Total Kjehldahl Nitrogen (TKN) and Sodium (WRF# 3 Monitoring Wells)	2	30	Quarterly	120	$19.00	$2,280.00
4	Annual Effluent (WRF # 2 & 3)	9	2	Annually	2	$340.00	$680.00
5	Annual Influent (WRF # 2 & 3)	9	2	Annually	2	$340.00	$680.00
6	Annual Reclaimed Water (WRF # 2 & 3)	23	2	Annually	2	$981.00	$1,962.00
7	Annual Industrial 1	11	3	Annually	3	$342.00	$1,026.00
8	Annual Industrial 2	9	5	Annually	5	$177.00	$885.00
9	Tuscawilla Pond	9	3	Quarterly	12	132	$1,584.00
						Wastewater Testing Subtotal:	**$9,105.00**

Reagent Water and Drinking Water Testing				
Item #	**Description**	**No. of Methods**	**Frequency of Tests**	**Total Cost Per Year**
10	Reagent Water	6	Varies	$2,000.00
11	Drinking Water Testing	4	Varies	$386.00
			Reagent Water and Drinking Water Testing Subtotal:	**$2,386.00**

Total Annual Cost:	**$11,491.00**

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Appendix 'A'

WTP 1 &2 Testing (Drinking Water Testing)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Monthly	Grab	Fluoride	24	EPA 300.0
2	Annually	Grab	Nitrate	2	EPA 353.2
2	Annually	Grab	Nitrite	2	EPA 353.2
1	twice year	Grab	Haloacetic Acids (HAA5)	2	EPA 552.2
1	twice year	Grab	Total Trihalomethanes (TTHM)	2	EPA 524.2

Appendix 'B'

Quarterly Sludge (WRF 2 Sludge)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Quarterly	Composite	Arsenic	8	SW6010
2	Quarterly	Composite	Cadmium	8	SW6010
2	Quarterly	Composite	Chromium	8	SW6010
2	Quarterly	Composite	Copper	8	SW6010
2	Quarterly	Composite	Lead	8	SW6010
2	Quarterly	Composite	Molybdenum	8	SW6010
2	Quarterly	Composite	Nickel	8	SW6010
2	Quarterly	Composite	Selenium	8	SW6010
2	Quarterly	Composite	Zinc	8	SW6010
2	Quarterly	Composite	Mercury	8	SW7471
2	Quarterly	Composite	T.Phosphorus	8	E365.4
2	Quarterly	Composite	T.Nitrogen	8	E351.2+E353.2
2	Quarterly	Composite	T. Potassium	8	SW6010
2	Quarterly	Composite	% Solids	8	SM 2540G
2	Quarterly	Grab	% Moisture	8	ASTM D2974-87
2	Quarterly	Grab	pH	8	SW9040

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Appendix 'C'

Annual Sludge TCLP
(WRF#2&3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
1	Annual	Grab	% Solids	2	SM 2540G
1	Annual	Grab	Benzene	2	EPA 8260
1	Annual	Grab	Chloroform	2	EPA 8260
1	Annual	Grab	Carbon tetrachloride	2	EPA 8260
1	Annual	Grab	1,4-Dichlorobenzene	2	EPA 8260
1	Annual	Grab	2-Butanone (MEK)	2	EPA 8260
1	Annual	Grab	Chlorobenzene	2	EPA 8260
1	Annual	Grab	1,1dichloroethene	2	EPA 8260
1	Annual	Grab	1,2-dichloroethane	2	EPA 8260
1	Annual	Grab	Tetrachloroethylene	2	EPA 8260
1	Annual	Grab	Trichloroethylene	2	EPA 8260
1	Annual	Grab	Vinyl chloride	2	EPA 8260
1	Annual	Grab	2,4,5-Trichlorophenol	2	EPA 8270
1	Annual	Grab	2,4,6-Trichlorophenol	2	EPA 8270
1	Annual	Grab	1,4-dichlorobenzene	2	EPA 8270
1	Annual	Grab	2,4-dinitrotoluene	2	EPA 8270
1	Annual	Grab	Hexachlorobenzene	2	EPA 8270
1	Annual	Grab	Hexachlorobutadiene	2	EPA 8270
1	Annual	Grab	Hexachloroethane	2	EPA 8270
1	Annual	Grab	Nitrobenzene	2	EPA 8270
1	Annual	Grab	3&4-Ethylphenol (m&p Cresol	2	EPA 8270
1	Annual	Grab	2-Methylphenol(o-Cresol)	2	EPA 8270
1	Annual	Grab	Pentachlorophenol	2	EPA 8270
1	Annual	Grab	Pyridine	2	EPA 8270
1	Annual	Grab	2,4-D	2	EAP 8151
1	Annual	Grab	1,2,4-2,4,5-TP (Silvex)	2	EAP 8152
1	Annual	Grab	Gamma BHC (Lindane)	2	EPA 8081
1	Annual	Grab	Chlordane (Technical)	2	EPA 8081
1	Annual	Grab	Endrin	2	EPA 8081
1	Annual	Grab	Methoxychlor	2	EPA 8081
1	Annual	Grab	Heptachlor	2	EPA 8081
1	Annual	Grab	Heptachlor epoxide	2	EPA 8081
1	Annual	Grab	Toxaphene	2	EPA 8081
1	Annual	Grab	Arsenic	2	EPA 6010
1	Annual	Grab	Barium	2	EPA 6010

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1	Annual	Grab	Cadmium	2	EPA 6010
1	Annual	Grab	Chromium	2	EPA 6010
1	Annual	Grab	Lead	2	EPA 6010
1	Annual	Grab	Selenium	2	EPA 6010
1	Annual	Grab	Silver	2	EPA 6010
1	Annual	Grab	Mercury	2	EPA 7470

Appendix 'D'

TKN and Sodium (WRF 3 Monitoring Wells)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
30	Quarterly	Grab	Nitrogen, Kjeldahl, Total (TKN)	120	EPA 351.2
30	Quarterly	Grab	Sodium	120	EPA 6010

Appendix 'E'

Reagent Water Quality Laboratory

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
1	Monthly	Grab	TOC	12	EPA 415.1
1	Monthly	Grab	Ammonia	12	EPA 350.1
1	Monthly	Grab	HPC	12	SM 9215B
1	Quarterly	Grab	Use Test	4	SM 9020B
1	Annual	Grab	Cadmium	1	EPA 200.7
1	Annual	Grab	Chromium	1	EPA 200.7
1	Annual	Grab	Copper	1	EPA 200.7
1	Annual	Grab	Lead	1	EPA 200.7
1	Annual	Grab	Nickel	1	EPA 200.7
1	Annual	Grab	Zinc	1	EPA 200.7
1	Monthly	Grab	Organic Nitrogen	12	EPA 351.2

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Appendix 'F'

Annual Effluent (WRF 2 &3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Annual	Grab	Oil and Grease	2	EPA 1664
2	Annual	Grab	Benzene	2	EPA 624
2	Annual	Grab	Bromoform	2	EPA 624
2	Annual	Grab	Carbon tetrachloride	2	EPA 624
2	Annual	Grab	Chlorobenzene	2	EPA 624
2	Annual	Grab	Chlorodibromomethane	2	EPA 624
2	Annual	Grab	Chloroethane	2	EPA 624
2	Annual	Grab	2-chloroethyl vinyl ether (mixed)	2	EPA 624
2	Annual	Grab	Chloroform	2	EPA 624
2	Annual	Grab	Dichlorobromomethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethane	2	EPA 624
2	Annual	Grab	1,2-dichloroethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethylene	2	EPA 624
2	Annual	Grab	1,2-dichloroprpane	2	EPA 624
2	Annual	Grab	1,3-dichloropropene	2	EPA 624
2	Annual	Grab	Ethylbenzene	2	EPA 624
2	Annual	Grab	Methyl bromide	2	EPA 624
2	Annual	Grab	Methyl chloride	2	EPA 624
2	Annual	Grab	Methylene chloride	2	EPA 624
2	Annual	Grab	1,1,2,2-tetrachloroethane	2	EPA 624
2	Annual	Grab	Tetrachloroethylene	2	EPA 624
2	Annual	Grab	Toluene	2	EPA 624
2	Annual	Grab	1,2-trans-dichloroethylene	2	EPA 624
2	Annual	Grab	Cis-1,2-dichloroethene	2	EPA 624
2	Annual	Grab	1,1,1-trichloroethane	2	EPA 624
2	Annual	Grab	1,1,2-trichloroethane	2	EPA 624
2	Annual	Grab	Trichloroethylene	2	EPA 624
2	Annual	Grab	Vinyl Chloride	2	EPA 624
2	Annual	24-hr. FPC	2-chlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dimethylphenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrophenol	2	EPA 625

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2	Annual	24-hr. FPC	4,6-dintro-o-cresol	2	EPA 625
2	Annual	24-hr. FPC	2-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	p-chloro-m-cresol	2	EPA 625
2	Annual	24-hr. FPC	Pentachlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Phenol, Single Compound	2	EPA 625
2	Annual	24-hr. FPC	2,4,6-trichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthene	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthylene	2	EPA 625
2	Annual	24-hr. FPC	Anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzide	2	EPA 625
2	Annual	24-hr. FPC	Benzo(a)anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(a)pyrene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(b)fluoranthene (3,4-benzo)	2	EPA 625
2	Annual	24-hr. FPC	Benzo(ghi)perylene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(k)fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethoxy) methane	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroisopropyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-ethylhexyl) phthalate	2	EPA 625
2	Annual	24-hr. FPC	4-bromophenylphenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Butyl benzyl pthalate	2	EPA 625
2	Annual	24-hr. FPC	2-chloronaphthalene	2	EPA 625
2	Annual	24-hr. FPC	4-chlorophenyl phenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Chrysene	2	EPA 625
2	Annual	24-hr. FPC	Dibenzo (a,h) anthracene	2	EPA 625
2	Annual	24-hr. FPC	1,2-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,30dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,4-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	3,3'-dichlorobenzidine	2	EPA 625
2	Annual	24-hr. FPC	Diethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Dimethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Di-n-butyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrotoluene	2	EPA 625
2	Annual	24-hr. FPC	2,6-dintrotoluene	2	EPA 625
2	Annual	24-hr. FPC	Di-n-octyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	1,2-diphenylhydrazine	2	EPA 625
2	Annual	24-hr. FPC	Fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Fluorene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobutadiene	2	EPA 625

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2	Annual	24-hr. FPC	Hexachlorocyclopentadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachloroethane	2	EPA 625
2	Annual	24-hr. FPC	Indeno(1,2,3-Cd) pyrene	2	EPA 625
2	Annual	24-hr. FPC	Isophorone	2	EPA 625
2	Annual	24-hr. FPC	Naphthalne	2	EPA 625
2	Annual	24-hr. FPC	Nitrobenzene	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodimethylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodi-n-propylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodiphenylamine	2	EPA 625
2	Annual	24-hr. FPC	Phenathrene	2	EPA 625
2	Annual	24-hr. FPC	Pyrene	2	EPA 625
2	Annual	24-hr. FPC	1,2,4-trichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Aldrin	2	EPA 608
2	Annual	24-hr. FPC	Alpha-bhc	2	EPA 608
2	Annual	24-hr. FPC	B-bhc-beta	2	EPA 608
2	Annual	24-hr. FPC	Gamma BHC (Lindane)	2	EPA 608
2	Annual	24-hr. FPC	Delta benzene hexachloride	2	EPA 608
2	Annual	24-hr. FPC	Chlordane (tech mix. And metabolites)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDT (p,p'-DDT)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDE (p,p;-DDE)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDD (p,p'-DDD)	2	EPA 608
2	Annual	24-hr. FPC	Dieldrin	2	EPA 608
2	Annual	24-hr. FPC	A-endosulfan-alpha	2	EPA 608
2	Annual	24-hr. FPC	B-endosulfan-beta	2	EPA 608
2	Annual	24-hr. FPC	Endosulfan sulfate	2	EPA 608
2	Annual	24-hr. FPC	Endrin	2	EPA 608
2	Annual	24-hr. FPC	Endrin aldehyde	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor epoxide	2	EPA 608
2	Annual	24-hr. FPC	PCB-1242	2	EPA 608
2	Annual	24-hr. FPC	PCB-1254	2	EPA 608
2	Annual	24-hr. FPC	PCB-1221	2	EPA 608
2	Annual	24-hr. FPC	PCB-1232	2	EPA 608
2	Annual	24-hr. FPC	PCB-1248	2	EPA 608
2	Annual	24-hr. FPC	PCB-1260	2	EPA 608
2	Annual	24-hr. FPC	PCB-1016	2	EPA 608
2	Annual	24-hr. FPC	PCB-Total	2	EPA 608
2	Annual	24-hr. FPC	Toxaphene	2	EPA 608
2	Annual	24-hr. FPC	Methoxychlor	2	EPA 608
2	Annual	24-hr. FPC	Antimony, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Arsenic, Total Recoverable	2	EPA 200.7

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2	Annual	24-hr. FPC	Beryllium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Cadmium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Chromium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Copper, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Lead, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Molybdenum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Manganese, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Nickel, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Selenium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Silver, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Sodium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Zinc, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Thallium, Total Recoverable	2	EPA 200.8
2	Annual	24-hr. FPC	Mercury, Total Recoverable	2	EPA 245.1
2	Annual	Grab	Cyanide, Total Recoverable	2	EPA 335.4
2	Annual	Grab	Phenolic Compounds, Total Recoverable	2	EPA 420.1

Appendix 'G'

Annual Influent (WRF 2 &3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Annual	Grab	Oil and Grease	2	EPA 1664
2	Annual	Grab	Benzene	2	EPA 624
2	Annual	Grab	Bromoform	2	EPA 624
2	Annual	Grab	Carbon tetrachloride	2	EPA 624
2	Annual	Grab	Chlorobenzene	2	EPA 624
2	Annual	Grab	Chlorodibromomethane	2	EPA 624
2	Annual	Grab	Chloroethane	2	EPA 624
2	Annual	Grab	2-chloroethyl vinyl ether (mixed)	2	EPA 624
2	Annual	Grab	Chloroform	2	EPA 624
2	Annual	Grab	Dichlorobromomethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethane	2	EPA 624
2	Annual	Grab	1,2-dichloroethane	2	EPA 624
2	Annual	Grab	1,1-dichloroethylene	2	EPA 624
2	Annual	Grab	1,2-dichloroprpane	2	EPA 624
2	Annual	Grab	1,3-dichloropropene	2	EPA 624
2	Annual	Grab	Ethylbenzene	2	EPA 624
2	Annual	Grab	Methyl bromide	2	EPA 624
2	Annual	Grab	Methyl chloride	2	EPA 624
2	Annual	Grab	Methylene chloride	2	EPA 624

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2	Annual	Grab	1,1,2,2-tetrachloroethane	2	EPA 624
2	Annual	Grab	Tetrachloroethylene	2	EPA 624
2	Annual	Grab	Toluene	2	EPA 624
2	Annual	Grab	1,2-trans-dichloroethylene	2	EPA 624
2	Annual	Grab	Cis-1,2-dichloroethene	2	EPA 624
2	Annual	Grab	1,1,1-trichloroethane	2	EPA 624
2	Annual	Grab	1,1,2-trichloroethane	2	EPA 624
2	Annual	Grab	Trichloroethylene	2	EPA 624
2	Annual	Grab	Vinyl Chloride	2	EPA 624
2	Annual	24-hr. FPC	2-chlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dimethylphenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4,6-dintro-o-cresol	2	EPA 625
2	Annual	24-hr. FPC	2-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	4-nitrophenol	2	EPA 625
2	Annual	24-hr. FPC	p-chloro-m-cresol	2	EPA 625
2	Annual	24-hr. FPC	Pentachlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Phenol, Single Compound	2	EPA 625
2	Annual	24-hr. FPC	2,4,6-trichlorophenol	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthene	2	EPA 625
2	Annual	24-hr. FPC	Acenaphthylene	2	EPA 625
2	Annual	24-hr. FPC	Anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzide	2	EPA 625
2	Annual	24-hr. FPC	Benzo(a)anthracene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(a)pyrene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(b)fluoranthene (3,4-benzo)	2	EPA 625
2	Annual	24-hr. FPC	Benzo(ghi)perylene	2	EPA 625
2	Annual	24-hr. FPC	Benzo(k)fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethoxy) methane	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroethyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-chloroisopropyl) ether	2	EPA 625
2	Annual	24-hr. FPC	Bis (2-ethylhexyl) phthalate	2	EPA 625
2	Annual	24-hr. FPC	4-bromophenylphenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Butyl benzyl pthalate	2	EPA 625
2	Annual	24-hr. FPC	2-chloronaphthalene	2	EPA 625
2	Annual	24-hr. FPC	4-chlorophenyl phenyl ether	2	EPA 625
2	Annual	24-hr. FPC	Chrysene	2	EPA 625
2	Annual	24-hr. FPC	Dibenzo (a,h) anthracene	2	EPA 625
2	Annual	24-hr. FPC	1,2-dichlorobenzene	2	EPA 625

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2	Annual	24-hr. FPC	1,30dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	1,4-dichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	3,3'-dichlorobenzidine	2	EPA 625
2	Annual	24-hr. FPC	Diethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Dimethyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	Di-n-butyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	2,4-dinitrotoluene	2	EPA 625
2	Annual	24-hr. FPC	2,6-dintrotoluene	2	EPA 625
2	Annual	24-hr. FPC	Di-n-octyl phthalate	2	EPA 625
2	Annual	24-hr. FPC	1,2-diphenylhydrazine	2	EPA 625
2	Annual	24-hr. FPC	Fluoranthene	2	EPA 625
2	Annual	24-hr. FPC	Fluorene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorobutadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachlorocyclopentadiene	2	EPA 625
2	Annual	24-hr. FPC	Hexachloroethane	2	EPA 625
2	Annual	24-hr. FPC	Indeno(1,2,3-Cd) pyrene	2	EPA 625
2	Annual	24-hr. FPC	Isophorone	2	EPA 625
2	Annual	24-hr. FPC	Naphthalne	2	EPA 625
2	Annual	24-hr. FPC	Nitrobenzene	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodimethylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodi-n-propylamine	2	EPA 625
2	Annual	24-hr. FPC	N-nitrosodiphenylamine	2	EPA 625
2	Annual	24-hr. FPC	Phenathrene	2	EPA 625
2	Annual	24-hr. FPC	Pyrene	2	EPA 625
2	Annual	24-hr. FPC	1,2,4-trichlorobenzene	2	EPA 625
2	Annual	24-hr. FPC	Aldrin	2	EPA 608
2	Annual	24-hr. FPC	Alpha-bhc	2	EPA 608
2	Annual	24-hr. FPC	B-bhc-beta	2	EPA 608
2	Annual	24-hr. FPC	Gamma BHC (Lindane)	2	EPA 608
2	Annual	24-hr. FPC	Delta benzene hexachloride	2	EPA 608
2	Annual	24-hr. FPC	Chlordane (tech mix. And metabolites)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDT (p,p'-DDT)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDE (p,p;-DDE)	2	EPA 608
2	Annual	24-hr. FPC	4,4'-DDD (p,p'-DDD)	2	EPA 608
2	Annual	24-hr. FPC	Dieldrin	2	EPA 608
2	Annual	24-hr. FPC	A-endosulfan-alpha	2	EPA 608
2	Annual	24-hr. FPC	B-endosulfan-beta	2	EPA 608
2	Annual	24-hr. FPC	Endosulfan sulfate	2	EPA 608
2	Annual	24-hr. FPC	Endrin	2	EPA 608
2	Annual	24-hr. FPC	Endrin aldehyde	2	EPA 608

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2	Annual	24-hr. FPC	Heptachlor	2	EPA 608
2	Annual	24-hr. FPC	Heptachlor epoxide	2	EPA 608
2	Annual	24-hr. FPC	PCB-1242	2	EPA 608
2	Annual	24-hr. FPC	PCB-1254	2	EPA 608
2	Annual	24-hr. FPC	PCB-1221	2	EPA 608
2	Annual	24-hr. FPC	PCB-1232	2	EPA 608
2	Annual	24-hr. FPC	PCB-1248	2	EPA 608
2	Annual	24-hr. FPC	PCB-1260	2	EPA 608
2	Annual	24-hr. FPC	PCB-1016	2	EPA 608
2	Annual	24-hr. FPC	PCB-Total	2	EPA 608
2	Annual	24-hr. FPC	Toxaphene	2	EPA 608
2	Annual	24-hr. FPC	Methoxychlor	2	EPA 608
2	Annual	24-hr. FPC	Antimony, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Arsenic, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Beryllium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Cadmium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Chromium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Copper, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Lead, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Molybdenum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Manganese, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Nickel, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Selenium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Silver, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Sodium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Zinc, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Thallium, Total Recoverable	2	EPA 200.8
2	Annual	24-hr. FPC	Mercury, Total Recoverable	2	EPA 245.1
2	Annual	Grab	Cyanide, Total Recoverable	2	EPA 335.4
2	Annual	Grab	Phenolic Compounds, Total Recoverable	2	EPA 420.1

Appendix 'H'

Annual Reclaimed Water (WRF 2 &3)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
2	Annual	Grab	1,2,4-Trichlorobenzene	2	EPA 524
2	Annual	Grab	Benzene	2	EPA 524
2	Annual	Grab	Carbon tetrachloride	2	EPA 524

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2	Annual	Grab	Cis-1,2-dichloroethene	2	EPA 524
2	Annual	Grab	1,4-dichlorobenzene	2	EPA 524
2	Annual	Grab	Styrene	2	EPA 524
2	Annual	Grab	Tetrachloroethylene	2	EPA 524
2	Annual	Grab	Dichloromethane	2	EPA 524
2	Annual	Grab	Toluene	2	EPA 524
2	Annual	Grab	1,2-dichloroethane	2	EPA 524
2	Annual	Grab	1,1-dichloroethylene	2	EPA 524
2	Annual	Grab	1,2-dichloropropane	2	EPA 524
2	Annual	Grab	Ethylbenzene	2	EPA 524
2	Annual	Grab	Monochlorobenzene	2	EPA 524
2	Annual	Grab	Xylene	2	EPA 524
2	Annual	Grab	1,2,-trans-dichloroethylene	2	EPA 524
2	Annual	Grab	1,1,1-trichloroethane	2	EPA 524
2	Annual	Grab	1,1,2-trichloroethane	2	EPA 524
2	Annual	Grab	Trichloroethylene	2	EPA 524
2	Annual	Grab	Vinyl chloride	2	EPA 524
2	Annual	Grab	Trihalomethane, Total by summation	2	EPA 524
2	Annual	24-hr. FPC	Alachlor	2	EPA 525
2	Annual	24-hr. FPC	Atrazine	2	EPA 525
2	Annual	24-hr. FPC	Bis(2-ethylhexyl) adipate	2	EPA 525
2	Annual	24-hr. FPC	Simazine	2	EPA 525
2	Annual	24-hr. FPC	Bis(2-ethylhexyl)phthalate	2	EPA 525
2	Annual	24-hr. FPC	Hexachlorobenzene	2	EPA 525
2	Annual	24-hr. FPC	Hexachlorocyclopentadiene	2	EPA 525
2	Annual	24-hr. FPC	Benzo(a)pyrene	2	EPA 525
2	Annual	24-hr. FPC	Gamma BHC (Lindane)	2	EPA 508
2	Annual	24-hr. FPC	Chlorodane (tech mix. And metabolites)	2	EPA 508
2	Annual	24-hr. FPC	Methoxychlor	2	EPA 508
2	Annual	24-hr. FPC	Toxaphene	2	EPA 508
2	Annual	24-hr. FPC	Endrin	2	EPA 508
2	Annual	24-hr. FPC	Heptachlor	2	EPA 508
2	Annual	24-hr. FPC	Heptachlor epoxide	2	EPA 508
2	Annual	24-hr. FPC	Polychlorinated Biphenyls (PCBs)	2	EPA 508
2	Annual	24-hr. FPC	Aluminum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Antimony, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Arsenic, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Beryllium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Cadmium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Chromium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Copper, Total Recoverable	2	EPA 200.7

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2	Annual	24-hr. FPC	Iron, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Lead,Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Manganese, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Molybdenum, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Nickel, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Selenium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Silver, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Sodium, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Zinc, Total Recoverable	2	EPA 200.7
2	Annual	24-hr. FPC	Thallium, Total Recoverable	2	EPA 200.7
2	Annual	Grab	Cyanide, Total Recoverable	2	EPA 335.3
2	Annual	24-hr. FPC	Mercury, Total Recoverable	2	EPA 245.1
2	Annual	24-hr. FPC	Glyphosate	2	EPA 547
2	Annual	24-hr. FPC	Diquat	2	EPA 549.2
2	Annual	24-hr. FPC	Endothall	2	EPA 548.1
2	Annual	24-hr. FPC	Ethylene Dibromide (1,2-dibromoethane)	2	EPA 504.1
2	Annual	24-hr. FPC	Dibromochloropropane (DBCP)	2	EPA 504.1
2	Annual	Grab	2,4-dichlorophenoxyacetic acid	2	EPA 515.1
2	Annual	24-hr. FPC	Silvex	2	EPA 515.1
2	Annual	24-hr. FPC	Dalapon	2	EPA 515.1
2	Annual	24-hr. FPC	Pentachlorophenol	2	EPA 515.1
2	Annual	24-hr. FPC	Picloram	2	EPA 515.1
2	Annual	24-hr. FPC	Carbofuran	2	EPA 531.1
2	Annual	24-hr. FPC	Oxamyl (vydate)	2	EPA 531.1
2	Annual	24-hr. FPC	Fluoride, Total (as F)	2	SM 4500 F C
2	Annual	24-hr. FPC	Foaming Agents (MBAS)	2	SM 5540C
2	Annual	24-hr. FPC	2,3,7,8-tetrachlorodibenzo-p-dioxin	2	EPA-5 1613B-Tetras
2	Annual	24-hr. FPC	Radium 226 + Radium 228, Total	2	EPA 903.1
2	Annual	24-hr. FPC	Alpha, Gross Particale Activity	2	EPA 900.0
2	Annual	24-hr. FPC	Nitrogen, Nitrate, Total (as N)	2	SM 4500-NO3-H
2	Annual	24-hr. FPC	Nitrogen, Nitrite, Total (as N)	2	SM 4500-NO2-B
2	Annual	24-hr. FPC	Nitrite plus Nitrate, Total (as N)	2	EPA 353.2
2	Annual	24-hr. FPC	Chloride (as CL)	2	SM 4500-CL-E
2	Annual	24-hr. FPC	Sulfate, Total	2	ASTM D516-90
2	Annual	24-hr. FPC	Solids, Total Dissolved (TDS)	2	SM 2540C

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Appendix 'I'

Annual Industrial 1

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
3	Annual	Grab	Benzene	3	EPA 623
3	Annual	Grab	Bromoform	3	EPA 624
3	Annual	Grab	Carbon tetrachloride	3	EPA 624
3	Annual	Grab	Chlorobenzne	3	EPA 624
3	Annual	Grab	Chlorodibromomethane	3	EPA 624
3	Annual	Grab	2-chloroethyl vinyl ehter (mixed)	3	EPA 624
3	Annual	Grab	Chloroform	3	EPA 624
3	Annual	Grab	Dichlorobromomethane	3	EPA 624
3	Annual	Grab	1,1-dichloroethane	3	EPA 624
3	Annual	Grab	1,2-dichloroethane	3	EPA 624
3	Annual	Grab	1,1-dichloroethylene	3	EPA 624
3	Annual	Grab	1,2-dichloropropane	3	EPA 624
3	Annual	Grab	1,3-dichloropropene	3	EPA 624
3	Annual	Grab	Ethylbenzene	3	EPA 624
3	Annual	Grab	Methyl bromide	3	EPA 624
3	Annual	Grab	Methyl chloride	3	EPA 624
3	Annual	Grab	1,1,2,2-tetrachloroethane	3	EPA 624
3	Annual	Grab	Tetrachloroethylene	3	EPA 624
3	Annual	Grab	Toluene	3	EPA 624
3	Annual	Grab	1,2-trans-dichloroethene	3	EPA 624
3	Annual	Grab	1,1,1-trichloroethane	3	EPA 624
3	Annual	Grab	1,1,2-trichloroethane	3	EPA 624
3	Annual	Grab	Trichloroethylene	3	EPA 624
3	Annual	Grab	Vinyl chloride	3	EPA 624
3	Annual	24-hr. FPC	2-chlorophenol	3	EPA 625
3	Annual	24-hr. FPC	2,4-dichlorophenol	3	EPA 625
3	Annual	24-hr. FPC	2,4-dimethylphenol	3	EPA 625
3	Annual	24-hr. FPC	4,6-dinotro-o-cresol	3	EPA 625
3	Annual	24-hr. FPC	2,4-dinotrophenol	3	EPA 625
3	Annual	24-hr. FPC	2-nitrophenol	3	EPA 625
3	Annual	24-hr. FPC	4-nitrophenol	3	EPA 625
3	Annual	24-hr. FPC	p-chloro-m-cresol	3	EPA 625
3	Annual	24-hr. FPC	Pentachlorophenol	3	EPA 625
3	Annual	24-hr. FPC	Phenol, Single Compound	3	EPA 625
3	Annual	24-hr. FPC	2,4,6-trichlorophenol	3	EPA 625
3	Annual	24-hr. FPC	Acenaphthene	3	EPA 625

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3	Annual	24-hr. FPC	Acenaphtylene	3	EPA 625
3	Annual	24-hr. FPC	Antracene	3	EPA 625
3	Annual	24-hr. FPC	Benzidine	3	EPA 625
3	Annual	24-hr. FPC	Benzo(a)anthtracene	3	EPA 625
3	Annual	24-hr. FPC	Benzo(a)pyrene	3	EPA 625
3	Annual	24-hr. FPC	Benzo(b)fluoranthene (3,4-benzo)	3	EPA 625
3	Annual	24-hr. FPC	Benzo(ghi)perylene	3	EPA 625
3	Annual	24-hr. FPC	Benzo(k)fluoranthene	3	EPA 625
3	Annual	24-hr. FPC	Bis(2-chloroethoxy) methane	3	EPA 625
3	Annual	24-hr. FPC	Bis(2-chloroethyl) ether	3	EPA 625
3	Annual	24-hr. FPC	Bis(2-chloroisoprophyl) ether	3	EPA 625
3	Annual	24-hr. FPC	Bis (2-ethylhexyl) phthalate	3	EPA 625
3	Annual	24-hr. FPC	4-bromophenyl phenyl ether	3	EPA 625
3	Annual	24-hr. FPC	Butyl benzyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	2-chloronaphthalene	3	EPA 625
3	Annual	24-hr. FPC	4-chlorophenyl phenyl ether	3	EPA 625
3	Annual	24-hr. FPC	Chrysene	3	EPA 625
3	Annual	24-hr. FPC	Dibenzo (a,h) anthracene	3	EPA 625
3	Annual	24-hr. FPC	1,2-dichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	1,3-dichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	1,4-dichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	3,3'-dichlorobenzidine	3	EPA 625
3	Annual	24-hr. FPC	Diethyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	Dimethyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	Di-n-octyl phthalate	3	EPA 625
3	Annual	24-hr. FPC	1,2-diphenylhydrazine	3	EPA 625
3	Annual	24-hr. FPC	Fluoranthene	3	EPA 625
3	Annual	24-hr. FPC	Fluorene	3	EPA 625
3	Annual	24-hr. FPC	Hexachlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	Hexachlorobutadiene	3	EPA 625
3	Annual	24-hr. FPC	Hexachlorocyclopentadiene	3	EPA 625
3	Annual	24-hr. FPC	Hexchloroethane	3	EPA 625
3	Annual	24-hr. FPC	Indeno (1,2,3-Cd) pyrene	3	EPA 625
3	Annual	24-hr. FPC	Isophorone	3	EPA 625
3	Annual	24-hr. FPC	Naphthalene	3	EPA 625
3	Annual	24-hr. FPC	Nitrobenzene	3	EPA 625
3	Annual	24-hr. FPC	N-nitrosodimethylamine	3	EPA 625
3	Annual	24-hr. FPC	N-nitrosodi-n-propylamine	3	EPA 625
3	Annual	24-hr. FPC	N-nitrosodiphenylamine	3	EPA 625
3	Annual	24-hr. FPC	Phenanthrene	3	EPA 625
3	Annual	24-hr. FPC	Pyrene	3	EPA 625

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3	Annual	24-hr. FPC	1,2,4-trichlorobenzene	3	EPA 625
3	Annual	24-hr. FPC	Aldrin	3	EPA 608
3	Annual	24-hr. FPC	Alpha-bhc	3	EPA 608
3	Annual	24-hr. FPC	B-bhc-beta	3	EPA 608
3	Annual	24-hr. FPC	Gamma BHC (lindane)	3	EPA 608
3	Annual	24-hr. FPC	Delta benzene hexachloride	3	EPA 608
3	Annual	24-hr. FPC	Chlordane (tech mix. And metabolites)	3	EPA 608
3	Annual	24-hr. FPC	4,4'-DDT(p,p-DDT)	3	EPA 608
3	Annual	24-hr. FPC	4,4'-DDE(p,p-DDE)	3	EPA 608
3	Annual	24-hr. FPC	4,4'-DDD(p,p-DDD)	3	EPA 608
3	Annual	24-hr. FPC	Deildrin	3	EPA 608
3	Annual	24-hr. FPC	A-endosulfan-alpha	3	EPA 608
3	Annual	24-hr. FPC	B0ednosulfan-beta	3	EPA 608
3	Annual	24-hr. FPC	Endosulfan sulfate	3	EPA 608
3	Annual	24-hr. FPC	Endrin	3	EPA 608
3	Annual	24-hr. FPC	Endrin aldehyde	3	EPA 608
3	Annual	24-hr. FPC	Heptachlor	3	EPA 608
3	Annual	24-hr. FPC	Heptachlor epoxide	3	EPA 608
3	Annual	24-hr. FPC	PCB-1242	3	EPA 608
3	Annual	24-hr. FPC	PCB-1254	3	EPA 608
3	Annual	24-hr. FPC	PCB-1221	3	EPA 608
3	Annual	24-hr. FPC	PCB-1232	3	EPA 608
3	Annual	24-hr. FPC	PCB-1248	3	EPA 608
3	Annual	24-hr. FPC	PCB-1260	3	EPA 608
3	Annual	24-hr. FPC	PCB-1016	3	EPA 608
3	Annual	24-hr. FPC	PCB-Total	3	EPA 608
3	Annual	24-hr. FPC	Toxaphene	3	EPA 608
3	Annual	24-hr. FPC	Methoxychlor	3	EPA 608
3	Annual	24-hr. FPC	Antimony, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Arsenic, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Beryllium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Cadmium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Chromium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Copper, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Lead, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Molybdenum, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Manganese, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Nickel, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Selenium, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Silver, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Sodium, Total Recoverable	3	EPA 200.7

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3	Annual	24-hr. FPC	Zinc, Total Recoverable	3	EPA 200.7
3	Annual	24-hr. FPC	Thallium, Total Recoverable	3	EPA 200.8
3	Annual	Grab	Mercury, Total Recoverable	3	EPA 245.1
3	Annual	Grab	Cyanide, Total Recoverable	3	EPA 335.4
3	Annual	24-hr. FPC	TSS	3	SM 2540 D
3	Annual	24-hr. FPC	COD	3	EPA 410.1
3	Annual	Grab	Oil & Grease	3	EPA 1664
3	Annual	24-hr. FPC	Nitrate-Nitrite as N	3	EPA 353.2

Appendix 'J'

Annual Industrial 2

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
5	Annual	24-hr. FPC	Antimony, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Arsenic, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Beryllium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Cadmium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Chromium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Copper, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Lead, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Molybdenum, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Manganese, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Nickel, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Selenium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Silver, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Sodium, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Zinc, Total Recoverable	5	EPA 200.7
5	Annual	24-hr. FPC	Thallium, Total Recoverable	5	EPA 200.8
5	Annual	24-hr. FPC	Mercury, Total Recoverable	5	EPA 245.1
5	Annual	Grab	Cyanide, Total Recoverable	5	EPA 335.4
5	Annual	24-hr. FPC	TSS	5	SM 2540 D
5	Annual	24-hr. FPC	COD	5	EPA 410.1
5	Annual	Grab	Oil & Grease	5	EPA 1664
5	Annual	24-hr. FPC	Nitrate-Nitrite as N	5	EPA 353.2
1	Annual	24-hr. FPC	BOD	1	EPA 1665

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Appendix 'K'

Tuscawilla Pond
(Stormwater)

#	Frequency	Sample Type	Analytes	No./yr	Method (or equivalent)
1	Quarterly	Grab	Aluminum, Dissolved	4	EPA 200.7
1	Quarterly	Grab	Alkalinity, Total as CaCO3	4	SM 2320 B
1	Quarterly	Grab	Total Suspended Solids	4	SM 2540 D
1	Quarterly	Grab	Total Nitrogen	4	TN Calculation
1	Quarterly	Grab	Sulfate	4	EPA 300.0
1	Quarterly	Grab	Ammonia, Nitrogen	4	EPA 350.1
1	Quarterly	Grab	Nitrogen, Kjeldahl, Total	4	EPA 351.2
1	Quarterly	Grab	Nitrogen, NO2 plus NO3	4	EPA 353.2
1	Quarterly	Grab	Orthophosphorus as P	4	EPA 365.1
1	Quarterly	Grab	Phosphorus, Total (as P)	4	EPA 365.4

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File #: 2024-0124 Agenda Item #: 9b.

Submitted By: Devan Kikendall

Presentation By: Devan Kikendall

Department: Human Resources and Risk Management

STAFF RECOMMENDATION (Motion Ready):
Approve Labor Attorney invoices for September 2023 in the amount of $145

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The City contracts with Allen, Norton, and Blue, P.A. to provide general advice and representation on labor and employment matters.

FINDINGS AND CONCLUSIONS:
Invoice is for services rendered in September 2023.

FISCAL IMPACT:
Funds are budgeted in account 001-015-015-513-51-31020.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:
N/A

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION
121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

October 4, 2023

Invoice No. 174474

City of Ocala
Attn: Christopher J. Watt, Esq.,
SHRM-SCP
Human Resources Manager
110 SE Watula Avenue
Ocala, FL 34471

INVOICE SUMMARY

For Professional Services Rendered through September 30, 2023

Client-Matter: 2217-00000

RE: General Matters Contract No: RSK/200XXX

Total Professional Fees	$ 145.00
Total Expenses	$ .00
TOTAL THIS INVOICE	**$ 145.00**

Invoice No. 174474 October 4, 2023

PROFESSIONAL SERVICES

Date	TKPR	Description	Hours	Amount
9/15/23	WLH	Review documents and correspondence re FD sick leave issue, conference with Watt re same and IBEW grievance	.50	145.00
		TOTAL PROFESSIONAL FEES		**$ 145.00**

SUMMARY OF PROFESSIONAL SERVICES

Name	Staff Level	Hours	Rate	Total
Wayne L. Helsby	Partner	.50	290.00	145.00
Total		**.50**		**$ 145.00**

TOTAL THIS INVOICE **$ 145.00**

ALLEN NORTON & BLUE
PROFESSIONAL ASSOCIATION
121 Majorca Ave., Coral Gables, FL 33134
305-445-7801
EIN: 59-1287650

October 4, 2023

City of Ocala
Attn: Christopher J. Watt, Esq.,
SHRM-SCP
Human Resources Manager
110 SE Watula Avenue
Ocala, FL 34471

Invoice No. 174474

REMITTANCE ADVICE

Client-Matter: 2217-00000

RE: General Matters Contract No: RSK/200XXX

BALANCE DUE THIS INVOICE $ 145.00

All checks should be made payable to:
(Please return this advice with payment.)

Allen Norton & Blue, P.A.
ATTN: Accounts Receivable
121 Majorca Avenue
Coral Gables, Florida 33134

For payment by wire or ACH in USD:

Name: Allen Norton & Blue, P.A.
Address: 121 Majorca Avenue
Coral Gables, FL 33134
Routing Number: 084000026
Account #: 20001844164
Bank Name: First Horizon
Bank Address: 2109 Ponce De Leon Blvd.,
Coral Gables, FL 33134
Telephone Number: 305-442-9991

Please reference: Invoice 174474, File # 2217 - 00000

INVOICES ARE PAYABLE UPON RECEIPT

Proudly Representing Management for Over 50 Years

File #: 2024-0136 Agenda Item #: 9c.

Submitted By: Marie Brooks

Presentation By: Doug Peebles

Department: Electric Utility

STAFF RECOMMENDATION (Motion Ready):
Approve the purchase of inventory items for Ocala Electric Utility from multiple vendors in the amount of $51,922.86

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable, Operational Excellence

PROOF OF PUBLICATION:
Invitation to Bid issue date: 10/6/2023

BACKGROUND:
Inventory items are posted for public competition on the Advanced Utility Resource and Supply, Inc's ("AURSI") bidding website, www.aursi.com <http://www.aursi.com>, to obtain the lowest prices on material purchases.

FINDINGS AND CONCLUSIONS:
On October 6, 2023, the Utility Services Warehouse issued an Invitation to Bid ("ITB") No. ELE/240019 via AURSI for materials maintained in inventory at the Warehouse for use in the day-to-day operations of Ocala Electric Utility.

Generally, awards are made based on the lowest responsive and responsible bidder in each category. In certain instances, to afford the City's best value, awards are made to multiple vendors based on pricing and other stipulations. The five awarded vendors for the subject solicitation are summarized in the table below and include:

Vendor	Total
Electric Supply of Tampa, Inc.	$ 15,499.0
GRESCO Utility Supply, Inc.	$ 17,669.7
Stuart C. Irby Co.	$ 17,854.1
Tri-State Utility Products, Inc.	$ 360.0
Wesco Distribution, Inc.	$ 540.0
(5) Vendors - Grand Total	**$ 51,922.8**

Staff recommends approval of the awards to all five vendors in an amount not to exceed $51,922.86 as summarized above. These expenditures will be tracked for Fiscal Year 2023-2024 under City Contract No.: WHS/240019.

FISCAL IMPACT:
The funds for these purchases is in account 457-141-000-000-41-14100.

PROCUREMENT REVIEW:
These goods were procured in compliance with the City's Procurement Policy.

LEGAL REVIEW:
N/A. The City's standard and approved Purchase Order terms and conditions shall govern this purchase. Any conflicting terms and conditions offered by the suppliers will be reviewed for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Ocala Utility Services - Electric, FL View

Event # FB-9-10/6/2023-MS
Creation Date 10/6/2023
Due Date-Time 10/13/2023-02:00 PM EST
Description ITB# ELE/240019: INVENTORY - REORDER-FY23 4TH QRT
Event Notes
Award Notes

ITEM #1 AWARDED TO 2ND BIDDER. 1ST BIDDER MIN ORDER WAS NOT ADVANTAGEOUS FOR THE CITY.
ITEM #3 & 13 NO BIDDERS
10/16/2023-MS

Supplier Awards

Electric Supply of Tampa - Tampa, FL Event #FB-9-10/6/2023-MS

	ItemID	Description	QtyBid	UOM	Alternates?
7	E07013275	LAMP, METAL HALIDE 175 WATT, MOGUAL BASE, PULSE START	24		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
SYLVANIA	M175/PS/U	24	No	63

Vendor Remarks:

Price	Extended
32.25000	774.00000

	ItemID	Description	QtyBid	UOM	Alternates?
10	E07023252	LUMINAIRE, HPS ARM MT 250W 480V	25		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
Cooper Lighting	OVZ25SW82E4	25	No	63

Vendor Remarks:

Price	Extended
336.60000	8415.00000

	ItemID	Description	QtyBid	UOM	Alternates?
11	E07030001	PHOTOCELL, LUMINAIRE	1000		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
DTL	DP124-1.5-TJBK	1000	No	10

Vendor Remarks: Material is subject to prior sale - 22-24 weeks if out of stock

Price	Extended
6.19000	6190.00000

	ItemID	Description	QtyBid	UOM	Alternates?
16	E10200609	CONDUIT STRAP 2-HOLE 4"	100		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
TOPAZ	530	100	No	10

Vendor Remarks:

Price	Extended
1.20000	120.00000

Total Supplier Award = $15,499.00000

GRESCO - Wildwood, FL Event #FB-9-10/6/2023-MS

ItemID	Description	QtyBid	UOM	Alternates?
4 E07011400	LAMP, HIGH PRESSURE SODIUM 400 WATT, MOGUL BASE	60		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
HOWARD	*	60	No	21

Vendor Remarks:

Price	Extended
8.26000	495.60000

ItemID	Description	QtyBid	UOM	Alternates?
5 E07012175	LAMP, METAL HALIDE 175 WATT, MOGUAL BASE, PROBE START	12		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
HOWARD	MH175/U	12	No	21

Vendor Remarks:

Price	Extended
10.30000	123.60000

ItemID	Description	QtyBid	UOM	Alternates?
8 E07017063	LAMP, LED CORN COB 63 WATT, MOGUL BASE	48		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
HOWARD LIGHTING	LEDMR3-CT63-MV	48	No	35

Vendor Remarks:

Price	Extended
66.89000	3210.72000

ItemID	Description	QtyBid	UOM	Alternates?
9 E07017100	LAMP, LED COMPACT OMNI 100 WATT, MOGUL BASE	50		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
EVLUMA	OMNI-100-4K-MO-STD	50	No	28

Vendor Remarks:

Price	Extended
204.00000	10200.00000

ItemID	Description	QtyBid	UOM	Alternates?
14 E07076324	BALLAST KIT, MULTI-TAP, 400/250W, 120V HPS SHOEBOX - COPPER HEAD ONLY	12		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
COOPER LIGHTING	RCLPT42SWWPDR3228PK	12	No	70

Vendor Remarks:

Price	Extended
291.71000	3500.52000

ItemID	Description	QtyBid	UOM	Alternates?
17 E10200904	4" PVC SPLIT ADAPTER COUPLING	10		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
CONDUIT REPAIR SYSTEMS	C4F	10	No	21

Vendor Remarks:

Price	Extended
13.93000	139.30000

Total Supplier Award = $17,669.74000

Stuart C. Irby - Lake Mary, FL Event #FB-9-10/6/2023-MS

	ItemID	Description	QtyBid	UOM	Alternates?
1	E01060004	WIRE, INSULATED, ALUMINUM TIE - COIL	4000		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
Hendrix	TIE04ALSOL-02	4000	No	98

Vendor Remarks:

Price	Extended
0.62800	2512.00000

	ItemID	Description	QtyBid	UOM	Alternates?
2	E02080021	TRANSFORMER FUSE LINK 2.1 AMP	600		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
INDEL BAURU	EF2.5IXPCIF	600	No	5

Vendor Remarks: Correct part# EF2.5IXPCIR

Price	Extended
3.09000	1854.00000

	ItemID	Description	QtyBid	UOM	Alternates?
12	E07040065	SHORTING CAP	100		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
American Electric	D-SHORT-SBK-J50	100	No	35

Vendor Remarks: Please order in standard packs of 100

Price	Extended
3.43000	343.00000

	ItemID	Description	QtyBid	UOM	Alternates?
15	E10083324	BOLTS MACHINE 3/4IN X 24IN	60		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
LINE HARDWARE	MB-3424	60	No	182

Vendor Remarks: Please order in standard packs of 15

Price	Extended
6.35000	381.00000

	ItemID	Description	QtyBid	UOM	Alternates?
18	E10210026	CONNECTOR, TWO BOLT 500-1000	100		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
BURNDY	KVSU44	100	No	21

Vendor Remarks:

Price	Extended
45.93000	4593.00000

	ItemID	Description	QtyBid	UOM	Alternates?
19	E10440203	TAP AMPACT 394.5 -394.5	75		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
AFL	WTB-666/642	75	No	70

Vendor Remarks: Please order in standard packs of 25

Price	Extended
22.94000	1720.50000

	ItemID	Description	QtyBid	UOM	Alternates?

20	E10440204	TAP AMPACT 795 - 4/0		40	Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
AFL	WTC-973/447	40	No	70

Vendor Remarks: Please order in standard packs of 20

Price	Extended
35.98000	1439.20000

	ItemID	Description	QtyBid	UOM	Alternates?
21	E10440207	TAPS, AMPACT 954 - 954	40		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
AFL/ALCOA	WTC-1124/1107	40	No	70

Vendor Remarks: Please order in standard packs of 20

Price	Extended
35.98000	1439.20000

	ItemID	Description	QtyBid	UOM	Alternates?
22	E10450112	TAPE PLASTIC 1-1/2" BLACK	250		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
3M	3M # 37-1.5" x 66' x 1.5" core (8.5 mil)	250	No	21

Vendor Remarks:

Price	Extended
6.99000	1747.50000

	ItemID	Description	QtyBid	UOM	Alternates?
25	E14250020	SECONDARY VAULT COVER	8		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
PENCELL	AG20DMXB0005P3	8	No	21

Vendor Remarks:

Price	Extended
228.09000	1824.72000

Total Supplier Award = $17,854.12000

Tri-State Utility Products - Havana, FL Event #FB-9-10/6/2023-MS

	ItemID	Description	QtyBid	UOM	Alternates?
6	E07013250	LAMP, METAL HALIDE 250 WATT, MOGUL BASE, PULSE START	24		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
HOWARD LIGHTING	MH250/HOR/ED28/PS	24	No	30

Vendor Remarks:

Price	Extended
15.00000	360.00000

Total Supplier Award = $360.00000

WESCO - Orlando, FL Event #FB-9-10/6/2023-MS

	ItemID	Description	QtyBid	UOM	Alternates?
23	E14051060	FUSE CARTRIDGE, 60 AMP	20		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
LITTLEFUSE	FLNR 60 ID	20	No	63

Vendor Remarks: COMPLETE PART# FLNR 60.TXID

Price	Extended
13.40000	268.00000

	ItemID	Description	QtyBid	UOM	Alternates?
24	E14051061	FUSE CARTRIDGE, 60 AMP (CLASS G FUSE)	20		Yes

Buyer Notes:

Manufacturer	Catalog Number	QtyAward	Bid Alt.	Days
BUSSMAN	SC-60	20	No	14

Vendor Remarks:

Price	Extended
13.60000	272.00000

Total Supplier Award = $540.00000

Accu-Tech - Atlanta, GA	No Awards
American Wire Group - Miami, FL	No Awards
Anixter Inc - Orlando, FL	No Awards
DMSI International - Venice, FL	No Awards
Electric Sales Associates, Inc. - Weston, FL	No Awards
Engineer Sales Company - St. Petersburg, FL	No Awards
FRM Energy Products - Tampa, FL	No Awards
Galloway Group - Ft Meyers, FL	No Awards
Genuine Cable Group - Alpharetta, GA	No Awards
GHMR Company, Inc. - Stuart, FL	No Awards
GrayBar - Tampa, FL	No Awards
HD Supply - Ocala, FL	No Awards
Hubbell Utility Solutions - Centralia, MO	No Awards
John Carter & Associates - Lake Wales, FL	No Awards
Lamp Sales Unlimited, Inc - Jacksonville, FL	No Awards
Lekson Associates - Raleigh, NC	No Awards
MacLean Power Systems - Fort Mill, SC	No Awards
MCS of Tampa Inc - Tampa, FL	No Awards
Millennium Florida - Apopka, FL	No Awards
Northern Safety & Industrial - Louisville, KY	No Awards
Percipio Industries LLC - Las Vegas, NV	No Awards
Pickett & Associates, Inc - Tampa, FL	No Awards
Power Line Sentry - Wellington, CO	No Awards
Power & Tel - Piperton, TN	No Awards

Power-Tel Utility Products - Safety Harbor, FL	No Awards
Pro-Line Procurement Services - Jacksonville, FL	No Awards
Renewable Sales and Power - Vero Beach, FL	No Awards
RJ Steedman - Cape Coral, FL	No Awards
RS Sales, Inc. - Clearwater, FL	No Awards
Southern Partners - Winter Springs, FL	No Awards
Superior Power Products - Windermere, FL	No Awards
TCI Sales - Moody, AL	No Awards
Tempaco, Inc. - Orlando, FL	No Awards
Think IT Ai - South St. Pete, FL	No Awards
TriniTel, LLC - Post Falls, ID	No Awards
USA Protek - Lakeland, FL	No Awards
Utility Specialist Inc - Birmingham, AL	No Awards
Walker & Associates Inc. - Welcome, NC	No Awards

Grand Total of FB-9-10/6/2023-MS Award = $51,922.86000

No attached boiler plates.

Ocala Utility Services - Electric, FL View

Event # FB-9-10/6/2023-MS
Creation Date 10/6/2023
Due Date-Time 10/13/2023-02:00 PM EST
Description ITB# ELE/240019: INVENTORY - REORDER-FY23 4TH QRT
Event Notes

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
1	E01060004	WIRE, INSULATED, ALUMINUM TIE - COIL	4000		Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
10000	0.60000	6000.00000	225	Tri-State Utility Products - Havana, FL	Southwire	*	SOUTHWIRE, MOQ - 10,000' ON 1,000' REELS
4000	0.62800	2512.00000	98	Stuart C. Irby - Lake Mary, FL	Hendrix	TIE04ALSOL-02	
4000	0.68500	2740.00000	70	WESCO - Orlando, FL	Hendrix	TIE04ALSOL-02	500' COILS; Target coil lengths are +/-0%. Actual length tolerance is -1/+2%. Pricing may be subject to change per mfg.
4000	0.74000	2960.00000	98	GRESCO - Wildwood, FL	Hendrix	TIE04ALSOL-02	500' COILS

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
2	E02080021	TRANSFORMER FUSE LINK 2.1 AMP	600		Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
600	3.09000	1854.00000	5	Stuart C. Irby - Lake Mary, FL	INDEL BAURU	EF2.5IXPCIF	Correct part# EF2.5IXPCIR
600	6.05000	3630.00000	35	GRESCO - Wildwood, FL	INDEL BAURU	EF2.5IXPCIF	CORRECT PART# EF2.5IXPCIR
600	6.45000	3870.00000	112	GRESCO - Wildwood, FL	Cooper/Eaton-Kearney	41250CPS	
600	7.25000	4350.00000	98	WESCO - Orlando, FL	Cooper/Eaton-Kearney	41250CPS	
600	10.94000	6564.00000	100	Tri-State Utility Products - Havana, FL	Hubbell (Chance)	M2D1SF23	
600	15.57000	9342.00000	1	GrayBar - Tampa, FL	Hubbell (Chance)	M2D1SF23	plus freight

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
3	E06257950	CONNECTOR, WEDGE TAP 795 - 4 HOLE NEMA PAD	48		Yes	

No bids were submited for this item!

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
4	E07011400	LAMP, HIGH PRESSURE SODIUM 400 WATT, MOGUL BASE	60		Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
60	8.26000	495.60000	21	GRESCO - Wildwood, FL	HOWARD	*	
72	8.90000	640.80000	30	Tri-State Utility Products - Havana, FL	HOWARD	*	STANDARD PACK = 24 CANNOT BREAK STANDARD PACK 48 OR 72
60	9.15000	549.00000	21	Electric Supply of Tampa - Tampa, FL	Sylvania	*	

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
5	E07012175	LAMP, METAL HALIDE 175 WATT, MOGUAL BASE, PROBE START	12		Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
12	10.30000	123.60000	21	GRESCO - Wildwood, FL	HOWARD	MH175/U	
12	10.95000	131.40000	30	Tri-State Utility Products - Havana, FL	HOWARD	MH175/U	
12	13.95000	167.40000	7	Electric Supply of Tampa - Tampa, FL	SYLVANIA	M175/U/ED28	
12	15.41000	184.92000	42	Stuart C. Irby - Lake Mary, FL	SYLVANIA	M175/U/ED28	

LineNo	ItemID	Description	Qty	UOM	Alt	Notes
6	E07013250	LAMP, METAL HALIDE 250 WATT, MOGUL BASE, PULSE START	24		Yes	

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
24	15.00000	360.00000	30	Tri-State Utility Products - Havana, FL	HOWARD LIGHTING	MH250/HOR/ED28/PS	

24	26.75000	642.00000	63	Electric Supply of Tampa - Tampa, FL	SYLVANIA	*	Quoting Sylvania # M250/PS/U/ED28 - Subject to approval depending on ballast used. If Ansi # M138 only is used, this lamp will not be a suitable match

7 E07013275 LAMP, METAL HALIDE 175 WATT, MOGUAL BASE, PULSE START 24 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
24	32.25000	774.00000	63	Electric Supply of Tampa - Tampa, FL	SYLVANIA	M175/PS/U	

8 E07017063 LAMP, LED CORN COB 63 WATT, MOGUL BASE 48 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
48	66.89000	3210.72000	35	GRESCO - Wildwood, FL	HOWARD LIGHTING	LEDMR3-CT63-MV	
48	75.00000	3600.00000	30	Tri-State Utility Products - Havana, FL	HOWARD LIGHTING	LEDMR3-CT63-MV	

9 E07017100 LAMP, LED COMPACT OMNI 100 WATT, MOGUL BASE 50 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
50	204.00000	10200.00000	28	GRESCO - Wildwood, FL	EVLUMA	OMNI-100-4K-MO-STD	
50	228.50000	11425.00000	30	WESCO - Orlando, FL	EVLUMA	OMNI-100-4K-MO-STD	

10 E07023252 LUMINAIRE, HPS ARM MT 250W 480V 25 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
25	336.60000	8415.00000	63	Electric Supply of Tampa - Tampa, FL	Cooper Lighting	OVZ25SW82E4	
25	340.16000	8504.00000	56	GRESCO - Wildwood, FL	Cooper Lighting	OVZ25SW82E4	
25	371.05000	9276.25000	42	WESCO - Orlando, FL	Cooper Lighting	OVZ25SW82E4	

11 E07030001 PHOTOCELL, LUMINAIRE 1000 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
1000	6.19000	6190.00000	10	Electric Supply of Tampa - Tampa, FL	DTL	DP124-1.5-TJBK	Material is subject to prior sale - 22-24 weeks if out of stock
1000	6.23000	6230.00000	14	Stuart C. Irby - Lake Mary, FL	DTL	DP124-1.5-TJBK	
1200	6.53000	7836.00000	35	GRESCO - Wildwood, FL	Ripley	6390TF-BK	QUOTE IS FOR QTY. 1200
1000	6.80000	6800.00000	140	WESCO - Orlando, FL	DTL	DP124-1.5-TJBK	COMPLETE PART # DP124 1.5 TJBK J50
1000	8.27000	8270.00000	35	GRESCO - Wildwood, FL	Ripley	6390TF-BK	

12 E07040065 SHORTING CAP 60 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	3.43000	343.00000	35	Stuart C. Irby - Lake Mary, FL	American Electric	D-SHORT-SBK-J50	Please order in standard packs of 100
100	3.55000	355.00000	21	WESCO - Orlando, FL	RIPLEY	6005	SP = 100 EA
100	3.58000	358.00000	35	GRESCO - Wildwood, FL	RIPLEY	6005	STANDARD PACK IS 100
100	4.50000	450.00000	10	Electric Supply of Tampa - Tampa, FL	American Electric	D-SHORT-SBK-J50	Price will be 3.60ea if ordered with item 11 - Material is subject to prior sale - 22-24 weeks if out of stock - 50 per carton

13 E07073275 BALLAST KIT, MULTI-TAP, 175W, 120V MH ACORN - PULSE START 2 Yes

No bids were submited for this item!

14 E07076324 BALLAST KIT, MULTI-TAP, 400/250W, 120V HPS SHOEBOX - COPPER HEAD ONLY 12 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
12	291.71000	3500.52000	70	GRESCO - Wildwood, FL	COOPER LIGHTING	RCLPT42SWWPDR3228PK	

12	295.00000	3540.00000	63	Electric Supply of Tampa - Tampa, FL	COOPER LIGHTING	RCLPT42SWWPDR3228PK	
12	324.95000	3899.40000	42	WESCO - Orlando, FL	COOPER LIGHTING	RCLPT42SWWPDR3228PK	

15 E10083324 BOLTS MACHINE 3/4IN X 24IN 50 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
60	6.35000	381.00000	182	Stuart C. Irby - Lake Mary, FL	LINE HARDWARE	MB-3424	Please order in standard packs of 15
60	7.25000	435.00000	182	GRESCO - Wildwood, FL	LINE HARDWARE	MB-3424	STANDARD PACK IS 15.
60	7.50000	450.00000	14	WESCO - Orlando, FL	ALUMA-FORM	AF8924	SP = 15 EA
60	8.33000	499.80000	28	Stuart C. Irby - Lake Mary, FL	MACLEAN POWER SYSTEMS	J8924	Please order in standard packs of 15
60	8.98000	538.80000	21	GRESCO - Wildwood, FL	POWERLINE HARDWARE	P8924	STANDARD PACK IS 20.
45	9.75000	438.75000	175	Electric Supply of Tampa - Tampa, FL	LINE HARDWARE	MB-3424	15 per carton
60	12.75000	765.00000	14	Tri-State Utility Products - Havana, FL	Hubbell (Chance)	8924	STANDARD PACK = 15 CANNOT BREAK STANDARD PACK 45 OR 60
50	15.86000	793.00000	1	GrayBar - Tampa, FL	Hubbell (Chance)	8924	

16 E10200609 CONDUIT STRAP 2-HOLE 4" 100 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	1.20000	120.00000	10	Electric Supply of Tampa - Tampa, FL	TOPAZ	530	
100	2.02000	202.00000	21	GRESCO - Wildwood, FL	TOPAZ	530	
1	294.41000	294.41000	2	GrayBar - Tampa, FL	BRIDGEPORT	1910	

17 E10200904 4" PVC SPLIT ADAPTER COUPLING 10 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
10	13.93000	139.30000	21	GRESCO - Wildwood, FL	CONDUIT REPAIR SYSTEMS	C4F	

18 E10210026 CONNECTOR, TWO BOLT 500-1000 100 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
100	45.93000	4593.00000	21	Stuart C. Irby - Lake Mary, FL	BURNDY	KVSU44	
100	45.95000	4595.00000	10	Electric Supply of Tampa - Tampa, FL	BURNDY	KVSU44	
100	49.95000	4995.00000	14	WESCO - Orlando, FL	BURNDY	KVSU44	
100	55.75000	5575.00000	14	Tri-State Utility Products - Havana, FL	BURNDY	KVSU44	
100	174.42000	17442.00000	21	GRESCO - Wildwood, FL	BLACKBURN	2B 1000PW	

19 E10440203 TAP AMPACT 394.5 -394.5 60 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
75	22.94000	1720.50000	70	Stuart C. Irby - Lake Mary, FL	AFL	WTB-666/642	Please order in standard packs of 25
75	24.30000	1822.50000	42	WESCO - Orlando, FL	AFL	WTB-666/642	SP = 25 EA
75	27.95000	2096.25000	70	GRESCO - Wildwood, FL	AFL	WTB-666/642	STANDARD PACK IS 25.

20 E10440204 TAP AMPACT 795 - 4/0 30 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
40	35.98000	1439.20000	70	Stuart C. Irby - Lake Mary, FL	AFL	WTC-973/447	Please order in standard packs of 20
40	38.15000	1526.00000	42	WESCO - Orlando, FL	AFL	WTC-973/447	SP = 20 EA
40	43.83000	1753.20000	70	GRESCO - Wildwood, FL	AFL	WTC-973/447	STANDARD PACK 20.

21 E10440207 TAPS, AMPACT 954 - 954 30 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks

40	35.98000	1439.20000	70	Stuart C. Irby - Lake Mary, FL	AFL/ALCOA	WTC-1124/1107	Please order in standard packs of 20
40	38.15000	1526.00000	42	WESCO - Orlando, FL	AFL/ALCOA	WTC-1124/1107	SP = 20 EA
40	43.83000	1753.20000	70	GRESCO - Wildwood, FL	AFL/ALCOA	WTC-1124/1107	STANDARD PACK IS 20.

22 E10450112 TAPE PLASTIC 1-1/2" BLACK 250 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
250	6.99000	1747.50000	21	Stuart C. Irby - Lake Mary, FL	3M	3M # 37-1.5" x 66' x 1.5" core (8.5 mil)	

23 E14051060 FUSE CARTRIDGE, 60 AMP 20 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
20	13.40000	268.00000	63	WESCO - Orlando, FL	LITTLEFUSE	FLNR 60 ID	COMPLETE PART# FLNR 60.TXID
20	13.85000	277.00000	91	GRESCO - Wildwood, FL	LITTLEFUSE	FLNR 60 ID	
20	13.85000	277.00000	147	Electric Supply of Tampa - Tampa, FL	GOULD SHAWMUT	TRP-60R	This item is non cancellable / non returnable

24 E14051061 FUSE CARTRIDGE, 60 AMP (CLASS G FUSE) 20 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
20	13.60000	272.00000	14	WESCO - Orlando, FL	BUSSMAN	SC-60	
20	18.77000	375.40000	28	GRESCO - Wildwood, FL	BUSSMAN	SC-60	
20	25.33000	506.60000	21	Stuart C. Irby - Lake Mary, FL	BUSSMAN	SC-60	

25 E14250020 SECONDARY VAULT COVER 8 Yes

QtyQuoted	Price	Extended	Delivery	SuppName	Manufacturer	CatNo	Remarks
8	228.09000	1824.72000	21	Stuart C. Irby - Lake Mary, FL	PENCELL	AG20DMXB0005P3	
8	230.00000	1840.00000	14	Tri-State Utility Products - Havana, FL	PENCELL	AG20DMXB0005P3	

SuppName	T&C Comments
MacLean Power Systems	Quote Sent - CB 10/9

No attached boiler plates.

File #: 2024-0159 Agenda Item #: 9d.

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve the release of an Electric Utility Easement granted to the City of Ocala by Tammy L. Swain and David L. Butler

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
This easement was granted and recorded by the Grantors, Tammy L. Swain and David L. Butler, without following the City's required review, acceptance, and recording process. An approved replacement easement has been recorded in Official Records Book 8131, Page 1098-1102.

FINDINGS AND CONCLUSIONS:
Release of this easement is necessary to correct the Clerk's official records. Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
This Agreement has been reviewed in accordance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with Changes
- Table
- Deny

Document Prepared By/ Return to:
City of Ocala / Engineering - Real Estate
1805 NE 30th Avenue, Bldg. 700
Ocala, Florida 34470

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the **City of Ocala**, a Florida Municipal Corporation ("City"), whose mailing address is 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, releases the real property described on Exhibit 'A' attached hereto ("Released Property") from the Easements granted to the City of Ocala by **Tammy L Swain & David L Butler and recorded in Official Records Book 7976, Page 1202-1205**, Public Records of Marion County, Florida (the "Easement(s)"). Any existing facilities located within the Released Property are hereby abandoned by the City and shall revert to the ownership and control of the owner of such Released Property.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this _____ day of _____ , 20_____ .

CITY OF OCALA, A FLORIDA MUNICIPAL CORPORATION

_____
James P. Hilty, Sr., President, Ocala City Council

ATTEST:

_____
Angel B. Jacobs, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
William E. Sexton, City Attorney

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____ , 20_____ , by James P. Hilty, Sr. , as President for Ocala City Council , a Florida Municipal Corporation .

_____
Notary Public, State of Florida

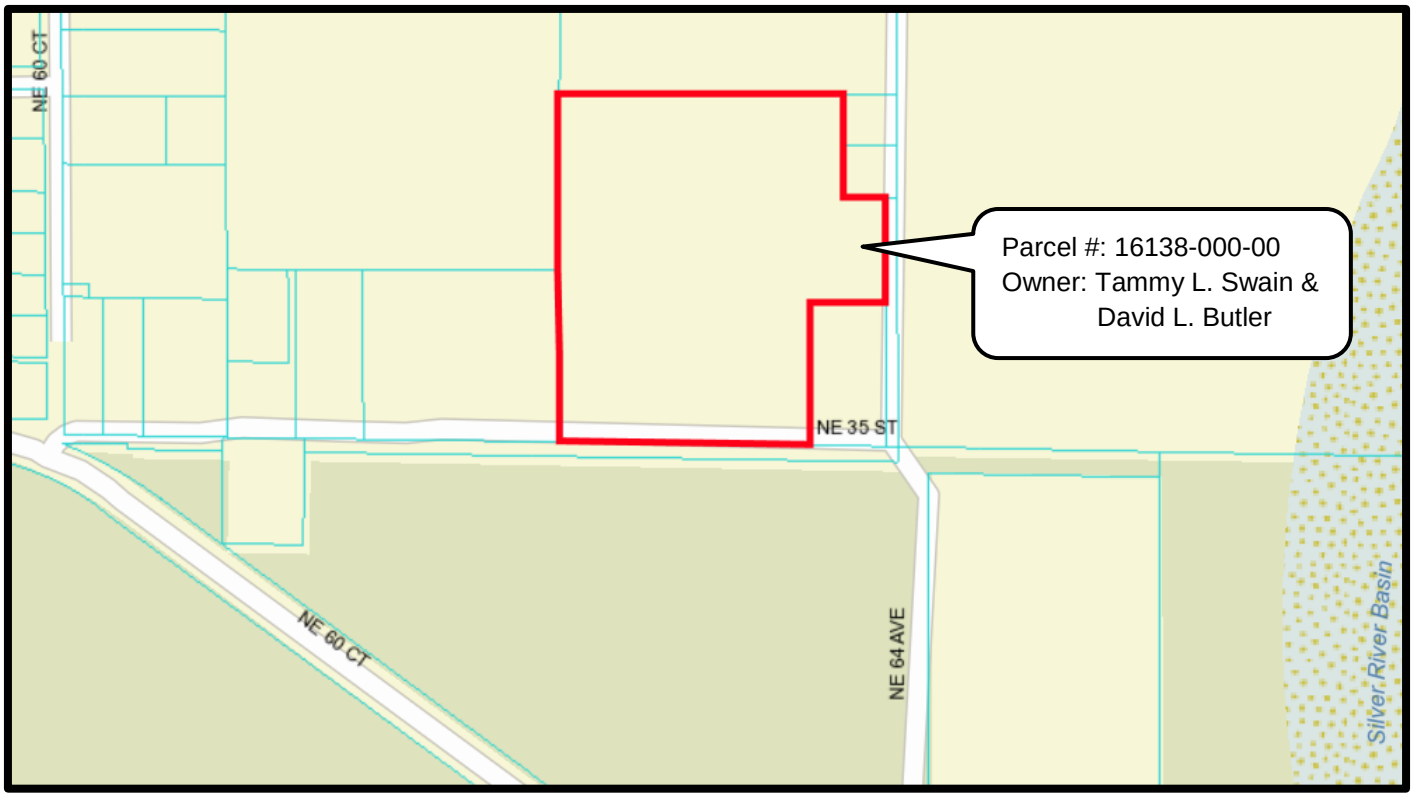
_____
(Please print name)
Commission Number:_____
Commission Expires:_____

Notary: Check one of the following:
_____ Personally known OR
_____ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced:_____

EXHIBIT ‘A’

SEC 31 TWP 14 RGE 23
N 440 FT OF W 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 &
W 1/2 OF SE 1/4 EXC N 440 FT & EXC E 132 FT &
E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4
EXC N 200 FT OF E 105 FT
EXC W 80 FT OF E 105 FT OF S 460 FT
EXC W 66 FT OF E 171 FT
EXC E 25 FT THEREOF &
W 66 FT OF E 171 FT OF E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 &
W 80 FT OF E 105 FT OF S 460 FT OF E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4
EXC RD ROW &
EXC COM 30 FT N & 25 FT W OF THE SE COR OF SW 1/4 OF SEC 31 FOR THE POB TH W 145.90 FT TH N 149.92 FT TH E 145.90 FT TH S 149.92 FT TO THE POB
EXC COM N 30 FT & W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH N 01-12-41 W 149.42 FT TO THE POB TH CONT N 01□12-14 W 128.01 FT TH W 145.50 FT TH S 01-07-38 E 128 FT TH E 145.67 FT TO THE POB
EXC COM N 30 FT AND W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH N 01-12-41 W 277.43 FT TO THE POB TH CONT N 01-12-42 W 56.07 FT TH W 145.42 FT TH S 01-07-38 E 56.07 FT TH E 145.50 FT TO THE POB &
COM N 30 FT & W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH N 01-12-41. W 277.43 FT TO THE POB TH COI\JT N 01-12-42 W 56.07 FT TH W 145.42 FT TH S 01-07-38 E 56.07 FT TH E 145.50 FT TO THE POB

Location Map





This instrument prepared by
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, Florida 34470-4875

GRANT FOR ELECTRIC UTILITY EASEMENT
(INDIVIDUAL)

THIS EASEMENT, Made this day between 1) Tammy L Swain & David L Butler, (GRANTOR(s)) their heirs, successors and assigns, and the CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

2) SEC: 31, 3) TWP: 14, 4) RNG: 23.

5) PARCEL ID #(s) 16138-000-00

6) JOB SITE ADDRESS 3550 NE 64th Ave
Silver Springs, FL 34488

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be **10'** feet in width and the length and direction are as set forth in City of Ocala work order number **EU23-050** (See attached Exhibit "B"). GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and change the quantity and type of facilities; (c)the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of the GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
CFN# 2023014937 BK 7976 Pgs 1202-1205 02/06/2023 04:39:15 PM
REC FEE 35.50 INDEX

60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE and, (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

[This portion of page intentionally left blank. Signatures to follow.]

GREGORY C HARRELL MARION COUNTY FL
CFN# 2023014937 OR BK 7976 PG 1203 Pgs 1202-1205 02/06/2023 04:39:15 PM

IN WITNESS WHEREOF, the undersigned GRANTOR(S) have hereunto set their hands and seals this: 8) 6 day of February, 2023.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

9) Amanda Hauck
Signature – Witness #1

10) Amanda Hauck
Printed Name – Witness #1

11) Alicia Spizzirri
Signature – Witness #2

12) Alicia Spizzirri
Printed Name – Witness #2

13) _____
Grantor Signature

14) Tammy Swain
Grantor Name (Printed)

15) 3372 NE 17th Terrace
Grantor Address – Line 1

Ocala, Fl 34479
Grantor Address – Line 2

16) David L. Butler
Grantor #2 Signature

17) DAVID L. BUTLER
Grantor #2 Name (Printed)

18) 3372 NE 17 TERR
Grantor #2 Address – Line 1

OCALA, FL 34479
Grantor #2 Address – Line 2

19) STATE OF Florida

20) COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of February, 2023, by Tammy Swain & David L. Butler.
(name of Grantor(s) / person(s) acknowledging)

21) Miranda Fales
Signature of Notary Public

MIRANDA FALES
Commission # GG 306194
Expires June 8, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

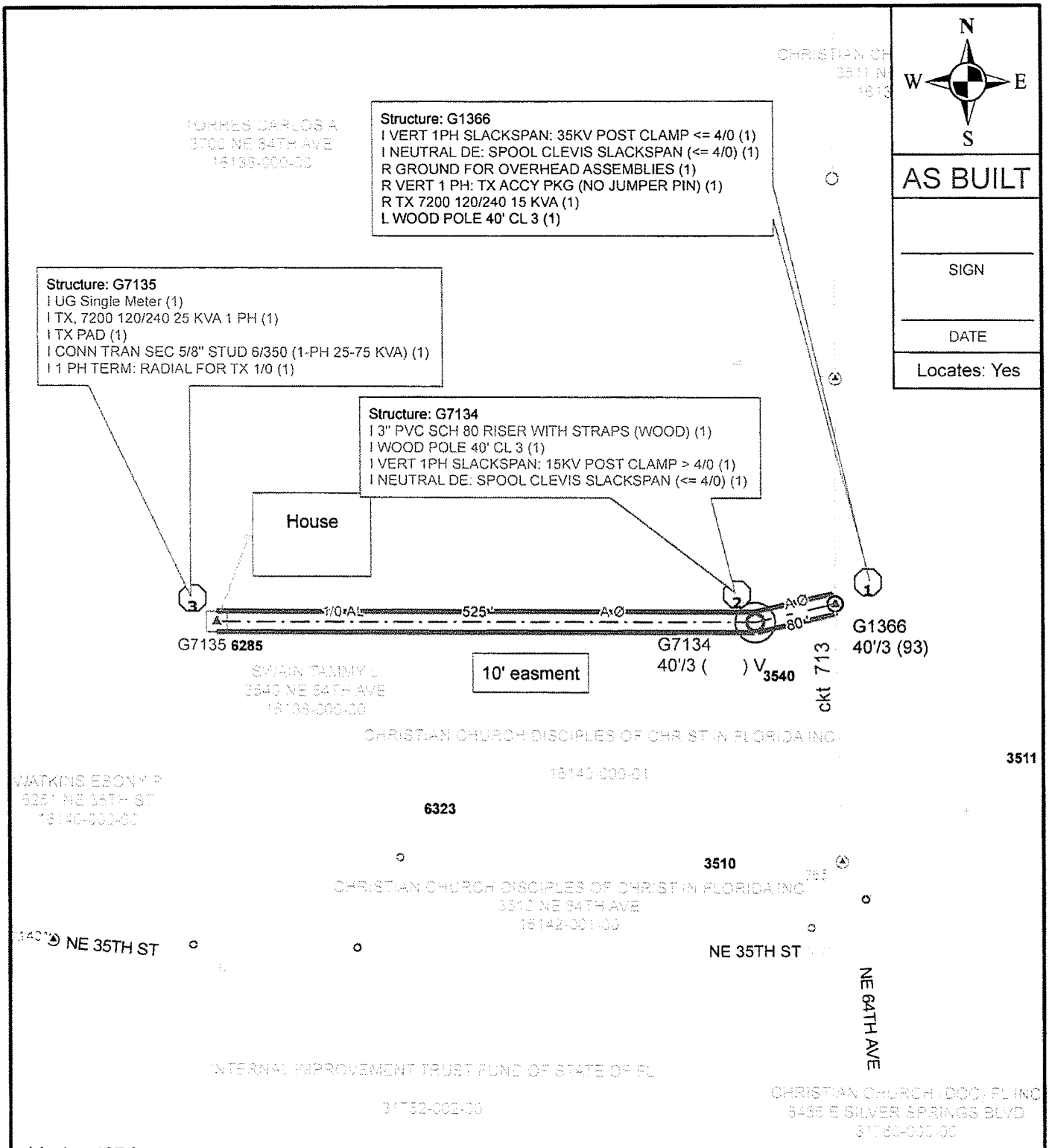
22) _____ Printed / Stamped Name Commissioned Name of Notary

23) Personally Known X OR Produced Identification _____

24) Type of Identification Produced _____.

RETURN TO: **Jennifer Constable**
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

GREGORY C HARRELL MARION COUNTY FL
CFN# 2023014937 OR BK 7976 PG 1204 Pgs 1202-1205 02/06/2023 04:39:15 PM



1 inch = 127 feet

Weitlund Construction

Install 40' WP with slack span primary, install 3" riser on new pole. Install 530' URD primary with 25KVA TX

OCALA Electric Utility

1805 NE 30 AVE
OCALA, FL 34470

PH: (352) 351-6620
FX: (352) 401-6961

3550 NE 64th AVE
Ocala, FL

Prj #:	*23-1060*	*Eng:*	*JConstable*	*Ckt: 713*	
WO #:	*EU23-050*	*Date:*	*1/31/2023*	*Page X of Y*	

GREGORY C HARRELL MARION COUNTY FL
CFN# 2023014937 OR BK 7976 PG 1205 Pgs 1202-1205 02/06/2023 04:39:15 PM

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 08/25/2023 10:16:45 AM
FILE #: 2023109976 OR BK 8131 PGS 1098-1102
REC FEES: $44.00 INDEX FEES: $0.00
DDS: $0.70 MDS: $0 INT: $0

This instrument prepared by
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, Florida 34470-4875

GRANT FOR ELECTRIC UTILITY EASEMENT
(INDIVIDUAL)

THIS EASEMENT, Made this day between 1) David L Butler & Tammy L Swain, as Tenants in common, (GRANTOR(s)) their heirs, successors and assigns, and the CITY OF OCALA, a Florida Municipal Corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:

2) SEC: 31, 3) TWP: 14, 4) RNG: 23.

5) PARCEL ID #(s) 16138-000-00

6) JOB SITE ADDRESS 3540 NE 64th Ave, Silver Springs, FL 34488

7) LEGAL DESCRIPTION: (See attached Exhibit "A")

The Easement shall be **10'** feet in width and the length and direction are as set forth in City of Ocala work order number **EU23-050** (See attached Exhibit "B"). GRANTEE or GRANTOR may hereafter have a survey performed of the actual location of GRANTEE's facilities as installed, and GRANTOR and GRANTEE shall thereafter enter into an amendment to this instrument incorporating the more specific legal description, as determined by such survey, as the length and direction of the Easement; the width of the Easement shall remain the same as set forth above. The party obtaining the survey shall bear all costs and expenses associated therewith and with the preparation and recording of the amendment.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and change the quantity and type of facilities; (c)the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of the GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within

60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE and, (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the undersigned GRANTOR(S) have hereunto set their hands and seals this:
8) 13 day of February, 2023.

By signing below, I/we attest that no changes have been made to the content of this document.

WITNESSES:

9) Amanda Hauck
Signature – Witness #1

10) Amanda Hauck
Printed Name – Witness #1

11) Alicia Spizzirri
Signature – Witness #2

12) Alicia Spizzirri
Printed Name – Witness #2

13) David L. Butler
Grantor Signature

14) DAVID L. BUTLER
Grantor Name (Printed)

15) 3372 NE 17 TERRACE
Grantor Address – Line 1

OCALA FL 34479
Grantor Address – Line 2

16)
Grantor #2 Signature

17) Tammy Swain
Grantor #2 Name (Printed)

18) 3372 NE 17th Terrace
Grantor #2 Address – Line 1

Ocala, Fl 34479
Grantor #2 Address – Line 2

19) STATE OF Florida

20) COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13 day of February, 2023, by David L. Butler and Tammy L. Swain.
(name of Grantor(s) / person(s) acknowledging)

21) Miranda Fales
Signature of Notary Public

MIRANDA FALES
Commission # GG 306194
Expires June 8, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

22) _____ Printed / Stamped Name Commissioned Name of Notary

23) Personally Known ✓ OR Produced Identification _____

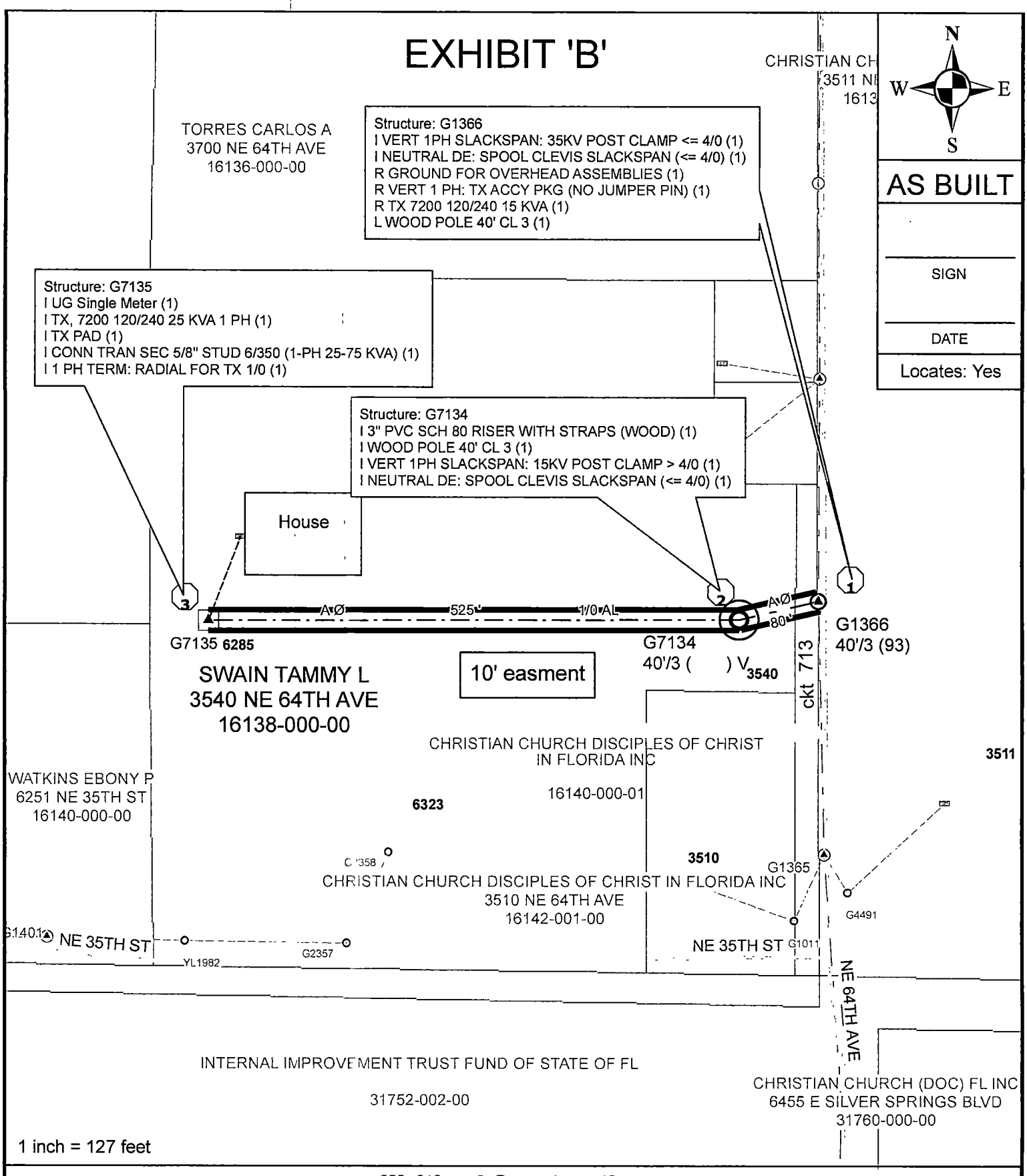
24) Type of Identification Produced _____.

RETURN TO: **Jennifer Constable**
City of Ocala Electric Utility
Electric Engineering Division
1805 NE 30th Ave. Bldg 400
Ocala, FL 34470-4875

EXHIBIT 'A'

SEC 31 TWP 14 RGE 23
N 440 FT OF W 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 &
W 1/2 OF SE 1/4 EXC N 440 FT & EXC E 132 FT &
E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4
EXC N 200 FT OF E 105 FT
EXC W 80 FT OF E 105 FT OF S 460 FT
EXC W 66 FT OF E 171 FT
EXC E 25 FT THEREOF &
W 66 FT OF E 171 FT OF E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 &
W 80 FT OF E 105 FT OF S 460 FT OF E 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4
EXC RD ROW &
EXC COM 30 FT N & 25 FT W OF THE SE COR OF SW 1/4 OF SEC 31 FOR THE POB TH W 145.90 FT TH N 149.92 FT TH E 145.90 FT TH S 149.92 FT TO THE POB
EXC COM N 30 FT & W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH N 01-12-41 W 149.42 FT TO THE POB TH CONT N 01-12-14 W 128.01 FT TH W 145.50 FT TH S 01-07-38 E 128 FT TH E 145.67 FT TO THE POB
EXC COM N 30 FT AND W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH N 01-12-41 W 277.43 FT TO THE POB TH CONT N 01-12-42 W 56.07 FT TH W 145.42 FT TH S 01-07-38 E 56.07 FT TH E 145.50 FT TO THE POB &
COM N 30 FT & W 25 FT OF THE SE COR OF SW 1/4 OF SEC 31 TH N 01-12-41 W 277.43 FT TO THE POB TH CONT N 01-12-42 W 56.07 FT TH W 145.42 FT TH S 01-07-38 E 56.07 FT TH E 145.50 FT TO THE POB

EXHIBIT 'B'



Weitlund Construction

Install 40' WP with slack span primary, install 3" riser on new pole. Install 530' URD primary with 25KVA TX

OCALA Electric Utility

1805 NE 30 AVE
OCALA, FL 34470

PH: (352) 351-6620
FX: (352) 401-6961

3540 NE 64th AVE
Silver Springs, FL

Prj #:	*23-1060*	*Eng:*	*JConstable*	*Ckt:713*	
WO #:	*EU23-050*	*Date:*	*1/31/2023*	*Page X of Y*	

File #: 2024-0203 Agenda Item #: 9e.

Submitted By: Sean Lanier

Presentation By: Tracy Taylor

Department: Engineering

STAFF RECOMMENDATION (Motion Ready):
Approve an Aerial Encroachment Agreement associated with a Utility Easement granted to the City of Ocala

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The proposed encroachment agreement will allow the owner of parcel #35300-031-01 to construct a billboard that will encroach a 20-foot-wide utility easement that was granted to the City of Ocala. The encroachment area is less than one foot wide and rises 20 feet above the ground.

FINDINGS AND CONCLUSIONS:
The proposed encroachment agreement has been reviewed by City staff. Staff recommends approval.

FISCAL IMPACT:
None

PROCUREMENT REVIEW:
This Agreement has been reviewed in compliance with the City's Procurement Policy.

LEGAL REVIEW:
This Agreement has been reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

RETURN TO:

CITY OF OCALA, FLORIDA
REAL ESTATE DIVISION
ENGINEERING & WATER RESOURCES DEPT.
1805 N.E. 30TH AVENUE
BUILDING 700
OCALA, FLORIDA 34470

AGREEMENT CONCERNING PERPETUAL AERIAL ENCROACHMENT INTO EASEMENT

THIS AGREEMENT CONCERNING PERPETUAL AERIAL ENCROACHMENT INTO EASEMENT (this "Agreement") is entered into this _____ day of _____ , 20_____ , by and between the City of Ocala, a Florida municipal corporation, Grantor, hereafter referred to as ("City") and Kalasa Investments, LLC, a Florida limited liability company, Grantee, hereafter referred to as ("Owner").

WHEREAS:

A. Owner owns real property (the "Owner Property") as described in the attached Exhibit 'A'.

B. The City is the sole beneficial owner/holder of a certain Easement (Individual) affecting the Owner Property, recorded in Official Records Book 5341, Pages 1361-1367, public records of Marion County, Florida (the "Existing Easement").

C. Owner, or its tenant(s), licensees or others holding the right to construct, maintain, operate and replace a billboard on the Owner Property (collectively, the "Allowed Encroachers") desire to construct a two (2) sided billboard (the "Structure") on the Owner Property, partly within the portion of the Owner Property encumbered by the Existing Easement (the "Encroachment Area").

D. City agrees to allow the Structure to be constructed, operated, maintained and replaced within the Encroachment Area pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Agreements.** Owner and City acknowledges and agree as follows:

1.1 The City hereby grants to the Allowed Encroachers a perpetual right and license to allow the Structure to encroach aerially into the Existing Easement within the Encroachment Area, as approximately depicted on Exhibit 'B', attached hereto and made a part hereof. Such encroachment shall be no less than twenty feet (20') above ground level.

1.2 The City shall (notwithstanding the Structure) continue to have the right to utilize the Existing Easement for the purposes set forth in the Existing Easement, provided however that any allowed use does not interfere with the construction, maintenance, operation and/or replacement of the Structure.

1.3 This Agreement shall not constitute the basis for an estoppel or adverse possession claim against the City based on the location Structure within the Encroachment Area.

1.4 Nothing in this Agreement shall alter the City's right to utilize the Existing Easement and Owner shall provide access to Encroachment Area through other portions of the Owner Property, if necessary.

1.5 City represents and warrants to the Allowed Encroachers that, to the best of its knowledge, understanding and belief, it is the sole holder of the Existing Easement rights, and it is authorized to enter into this Agreement.

1.6 The City shall be responsible for any damage to the Structure to the extent caused by the City or its employees, contractors or others that the City allows to enter into the Existing Easement. Any of the Allowed Encroachers that are using the Encroachment Area shall be responsible for any damage to the City's facilities in the Encroachment Area to the extent caused by the Allowed Encroacher.

1.7 The Structure will be constructed as approximately depicted on Exhibit 'B' hereto.

1.8 This Agreement only deals with the matters set forth herein.

2. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, 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. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS Written EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

3. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) 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; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

4. **Successors and Assigns.** All covenants, Agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors of the parties to this Agreement, including successors in title as to the Owner Property. This Agreement shall run with and benefit the Owner Property in perpetuity.

5. **Entire Understanding.** This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties.

6. **Amendments.** The provisions of this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

(Signatures and acknowledgments on following pages)

IN WITNESS WHEREOF, Grantor (the City) has caused these presents to be duly signed the day and year first above written.

ATTEST/WITNESS:

_____
(signature)

PRINT: _____

TITLE: _____

City of Ocala,
A Florida municipal corporation:

By: _____

PRINT: _____

TITLE: _____

Witnessed/Approved as to form and legality:

_____
(signature)

PRINT: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ , 20_____ , by _____ .

_____
Notary Public, State of Florida
Name: _____
Commission No._____
Commission Expires:_____

Notary: Check one of the following:
___ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

IN WITNESS WHEREOF, Grantee has caused these presents to be duly signed the day and year first above written.

WITNESS:

_____
(signature)
PRINT: DAWN TOTTEL

_____
(signature)
PRINT: Cheri Crum

Kalasa Investments, LLC
a Florida limited liability company:

By: Kavitha Reddy
PRINT: KAVITHA REDDY
TITLE: MANAGER

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of OCTOBER, 20 23, by Kavitha Reddy.

CHERI CRUM
MY COMMISSION EXPIRES MAY 14, 2025
#HH 081196
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida
Name: Cheri Crum
Commission No. HH081196
Commission Expires: 5-14-25

Notary: Check one of the following:
✓ Personally known OR
___ Produced Identification (if this box is checked, fill in blanks below).
Type of Identification Produced: _____
_____

EXHIBIT 'A'

Parcel 1, OAK RIDGE BUSINESS CENTER III, according to the plat thereof as recorded in Plat Book 12, Page 41, of the public records of Marion County, Florida.

ALTA/NSPS LAND TITLE SURVEY

Section 26 Township 16 South, Range 20 East
MARION County, Florida

EXHIBIT 'B'

HILLSBOROUGH SURVEYING, INC
1912 HOLLOWAY ROAD PLANT CITY, FLORIDA 33567
(813) 707-9886 (813) 717-6917 FAX
LICENSED BUSINESS 6583 HILLSBOROUGHSURVEYING.COM

JOB #23-125
LAST DATE IN FIELD: 6-26-23
MAPPING DATE: 6-30-23
CREW: BILL JR. TED

SHEET 1 OF 1

SURVEYOR'S CERTIFICATION:
"I, THE UNDERSIGNED REGISTERED SURVEYOR, HEREBY CERTIFY THAT THE MAP OF SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IT IS A TRUE AND ACCURATE REPRESENTATION OF THE LAND SHOWN AND DESCRIBED, AND THAT IT MEETS THE STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" CHAPTER 5-J 17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE (F.A.C.). THIS SURVEY MEETS THE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE (F.A.C.) PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

TIMOTHY W. [illegible]
STATE OF FLORIDA
LICENSED SURVEYOR AND MAPPER
NO. 6583

DESCRIPTION

per the First American Title Insurance Company National Commercial Services Commitment Number: NCS-1180VFL04-DC72.
PARCELS 1 & 2, OAK RIDGE BUSINESS CENTER III, according to the map or plat thereof, as recorded in Plat Book 12, Page(s) 41, of the Public Records of MARION County, Florida.

CERTIFICATIONS

Wind River Media LLC, a Florida limited liability company;
View Florida, LLC, a Florida limited liability company; and
First American Title Insurance Company

THIS SURVEY IS MADE FOR THE BENEFIT OF WIND RIVER MEDIA

THIS IS TO CERTIFY THAT THIS MAP AND SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM AND LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS: 1, 2, 7, 8, AND 17 OF TABLE A.

also
I, THE UNDERSIGNED REGISTERED SURVEYOR, HEREBY CERTIFY THAT THE MAP OF SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IS A TRUE AND ACCURATE REPRESENTATION OF THE LAND SHOWN AND DESCRIBED, AND THAT IT MEETS THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" CHAPTER 5-J 17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

SCHEDULE B-II

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment. **(UNABLE TO PLOT)**

2.Any rights, interests, or claims of parties in possession of the land not shown by the Public Records. **(UNABLE TO PLOT)**

3.Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.**(UNABLE TO PLOT)**

4.Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.**(UNABLE TO PLOT)**

5.Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.**(UNABLE TO PLOT)**

6.Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.**(UNABLE TO PLOT)**

7.This item has been intentionally deleted.

8.Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable. **(UNABLE TO PLOT)**

9.Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).**(UNABLE TO PLOT)**

10.Matters shown on the Plat of Oak Ridge Business Center III, recorded in Plat Book 12, Page 41. **(PLOTTED AS SHOWN)**

11.Easement granted to Florida Power Corporation by instrument recorded in Deed Book 284, Page 309. **(UNABLE TO PLOT)**

12.Easement, granted from George W. Robinson and Ann H. Robinson, his wife to Sumter Electric Cooperative, Inc., a corporation existing under the laws of the State of Florida, recorded in Book 463, Page 66 of Official Records. **(UNABLE TO PLOT)**

13.Easement, granted from Thomas K. Currie, also known Thomas Currie, and wife Rita Currie to George W. Robinson, CT AL, recorded in Book 681, Page 413 of Official Records.**(UNABLE TO PLOT)**

14.Easement, granted from John A. Ronayne and Dorothy F. Ronayne, his wife to George W. Robinson and Ann H. Robinson, his wife, recorded in Book 675, Page 473 of Official Records.**(UNABLE TO PLOT)**

15.Restrictions as set forth in Warranty Deed recorded in Book 1050, Page 882 of Official Records.**(UNABLE TO PLOT)**

16.The terms, provisions, and conditions contained in that certain Marion County Wastewater Service Application, Permit and Customer Service Agreement No. 09-08 by Henry A. Ehlers, as Trustee of the State Road 200 Land Trust Agreement #3 Dated September 24, 2003, recorded in Book 5192, Page 1118 of Official Records. **(UNABLE TO PLOT)**

17.The terms, provisions, and conditions contained in that certain Marion County Water Service Application, Permit and Customer Service Agreement No. 09-07 by Henry A. Ehlers, as Trustee of the State Road 200 Land Trust Agreement #3 Dated September 24, 2003, recorded in Book 5192, Page 1122 of Official Records.**(UNABLE TO PLOT)**

18.Easement, granted from Henry A. Ehlers, as Trustee of the State Road 200 Land Trust Agreement #3 Dated September 24, 2003, to the City of Ocala, a municipal corporation, under the laws of the State of Florida, its successors, lessees and assigns, recorded in Book 5341, Page 1361 of Official Records.**(UNABLE TO PLOT)**

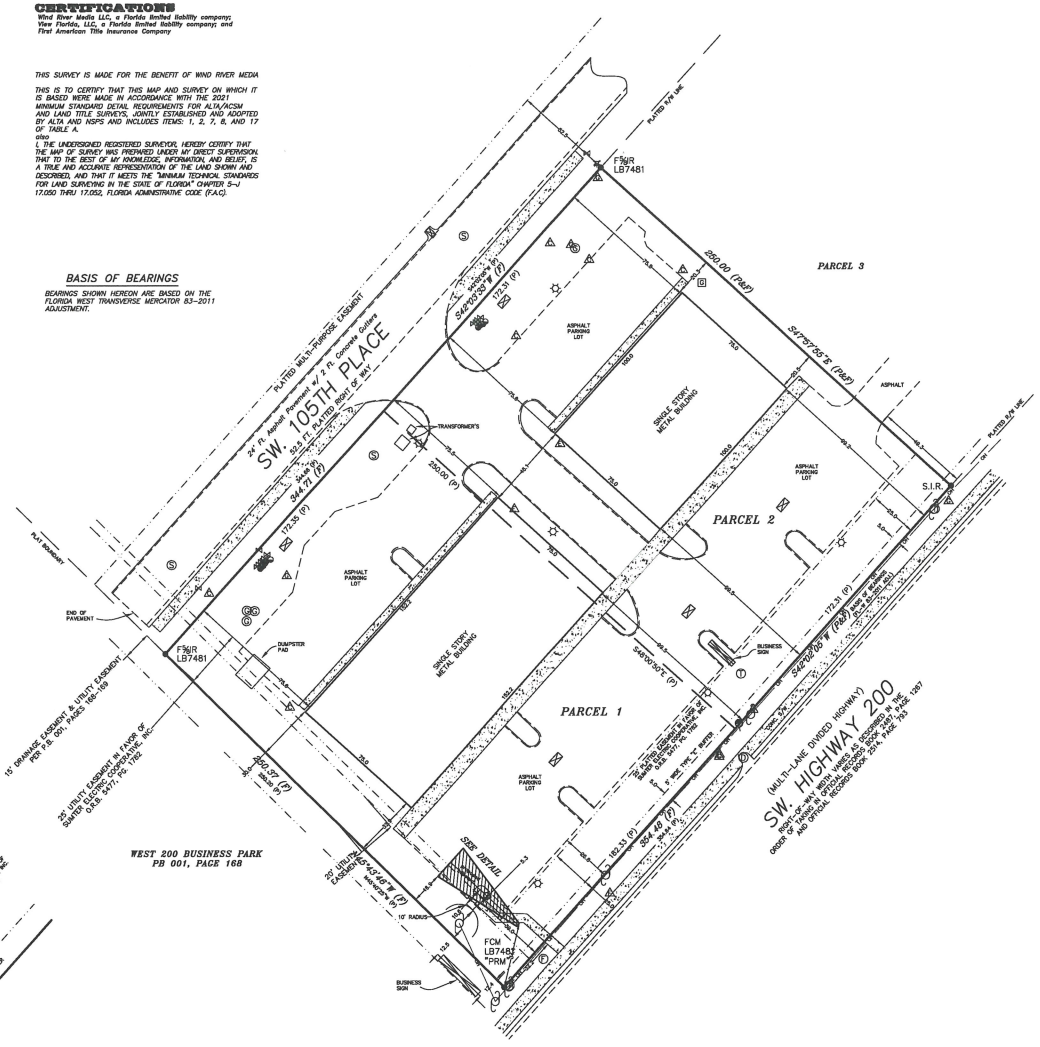
19.Easement, granted from Henry A. Ehlers, as Trustee of the State Road 200 Land Trust Agreement #3 Dated September 24, 2003, to Sumter Electric Cooperative, Inc., a corporation existing under the laws of the State of Florida, its successors and assigns, recorded in Book 5477, Page 1782 of Official Records.**(UNABLE TO PLOT)**

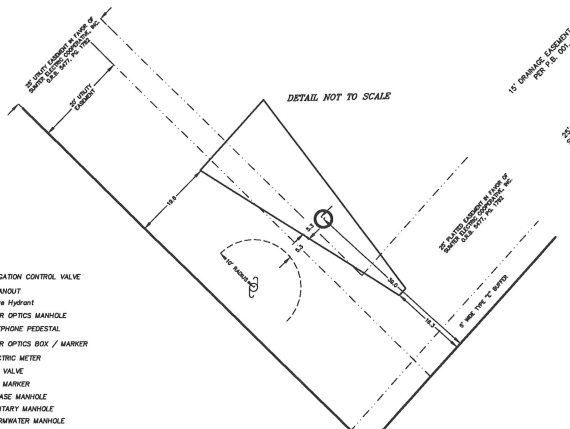
20.Grants of, and Agreement Concerning, Easements by Henry A. Ehlers, as Trustee of the State Road 200 Land Trust Agreement #3 Dated September 24, 2003, recorded in Book 5512, Page 1016 of Official Records.

21.Declaration of Covenants, Conditions, Restrictions and Easements, which contains provisions for a private charge or assessments, recorded in Book 5514, Page 754 of Official Records; as affected by First Amendment to Declaration of Covenants and Restrictions for Oakridge Business Center #3, recorded in Book 8024, Page 1900 of Official Records. **(UNABLE TO PLOT)**

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR 83-2011 ADJUSTMENT.





LEGEND

- △ = IRRIGATION CONTROL VALVE
- ⓒ = CLEANOUT
- FH = Fire Hydrant
- ⓕ = FIBER OPTICS MANHOLE
- ⓣ = TELEPHONE PEDESTAL
- △ = FIBER OPTICS BOX / MARKER
- ⓜ = ELECTRIC METER
- ⓖ = GAS VALVE
- △ = GAS MARKER
- ⓖ = GREASE MANHOLE
- ⓢ = SANITARY MANHOLE
- ⓢ = STORMWATER MANHOLE
- = CATCH BASIN
- = BACK-FLOW PREVENTER
- ⋈ = Water Meter/Valve

ADDED SCHEDULE B-II TABLE 06/01/2021

- (C.B.S.) = CONCRETE BLOCK STRUCTURE
- (D.) = DEED
- ELEC. = ELECTRIC BOX
- ELEV. = ELEVATION
- EOP = EDGE OF PAVEMENT
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- FFE = FINISH FLOOR ELEVATION
- FND = FOUND
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- F.C.M. = FOUND CONCRETE MONUMENT
- F.I.P. = FOUND IRON PIPE
- F.I.R. = FOUND IRON ROD
- F.N.R. = FOUND NAIL
- F.U.B. = FOUND UTILITY BUILDING
- G = GUTTER
- I.D. = IDENTIFICATION
- L.B. = LICENSED BUSINESS
- L.F. = LIGHT POLE
- M.E.S. = MITERED END SECTION
- N.C.P. = NO CORNER FOUND OR SET
- N.T.S. = NOT TO SCALE
- (M) = MEASURED
- (P) = PLAT
- P.B. = PLAT BOOK
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.C.P. = PERMANENT CONTROL POINT
- P.E. = PAVE EDGE
- P.I. = POINT OF INTERSECTION
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.P. = POWER POLE
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.T. = POINT OF TANGENCY
- (R) = RADIAL
- R/W = RIGHT OF WAY
- (R/W) = RIGHT OF WAY WIDTH
- SEC. = SECTION, TOWNSHIP, RANGE
- (S/A) = SURVEY AS AGREED
- S.I.R. = SET IRON ROD (IF NOTED)
- S.I.R.C. = SET IRON ROD & CAP (IF NOTED)
- S.N.D. = SET NAIL & DISK (IF NOTED)
- S.S.M. = SET SURVEY MARKER (IF NOTED)
- SYM'ND = SYMMETRICALLY MONUMENTED
- T.B.M. = TEMPORARY BENCH MARK
- T.O.B. = TOP OF BANK
- T.O.C. = TOP OF CURB
- Typ. = Typical
- U.P. = UTILITY POLE
- W = WATER METER
- W.M. = WATER METER
- W.V. = WATER VALVE
- (X) = OVERALL MEASUREMENT
- ⊙ = WELL
- ● = CROSS-CUT IN CONCRETE
- ○ = IRON PIPE
- ■ = PROPERTY CORNER
- ▲ = LAND CORNER
- SCALE GRADE
- Post Fence
- Chain-link fence
- Wood fence or field wire
- UTILITY POLE (UP)
- GUY WIRE

SURVEYORS NOTES AND REPORT

1) BEARINGS SHOWN HEREON ARE BASED AS NOTED ON THE MAP

2) THIS SURVEY HAS BEEN PREPARED WITH THE BENEFIT OF AN ABSTRACT OR TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE NUMBER NCS-1H8VFL04-DC72, DATED APRIL 18, 2023 AT 7:30 AM.

3) THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

4) NO INFORMATION ON ADJACENT PROPERTY OWNERS OR ADJOINING PROPERTY RECORDING INFORMATION WAS PROVIDED TO THIS SURVEYOR.

5) THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

6) THE BOUNDARY CORNERS AND LINES DEPICTED BY THIS SURVEY WERE ESTABLISHED PER INFORMATION AS FURNISHED.

7) UNLESS OTHERWISE SHOWN HEREON, NO JURISDICTIONAL WETLAND AREAS OR OTHER PHYSICAL TOPOGRAPHIC FEATURES HAVE BEEN LOCATED.

8) UNDERGROUND ENCROACHMENTS, SUCH AS UTILITIES, STRUCTURES, INSTALLATIONS, IMPROVEMENTS AND FOUNDATIONS THAT MAY EXIST, HAVE NOT BEEN FIELD LOCATED EXCEPT AS SHOWN.

9) THIS MAP DOES NOT DETERMINE OR REFLECT OWNERSHIP OF PROPERTY, BOUNDARY LINES AFFECTED BY ADVERSE USE, LINES OF CONFLICTING DEEDS, OR OTHER LINES THAT MAY OTHERWISE BE DETERMINED BY A COURT OF LAW.

10) UNDERGROUND UTILITY LOCATIONS AND IDENTIFICATIONS SHOWN HEREON ARE BASED UPON VISIBLE ABOVE GROUND APPURTENANCES AND DO NOT NECESSARILY SHOW ALL UTILITY LOCATIONS. NO SUBTERRANEAN EXCAVATION HAS BEEN MADE TO DETERMINE UNDERGROUND UTILITY LOCATIONS.

11) THE MEASURED MATHEMATICAL CLOSURE OF THE SURVEYED BOUNDARY EXCEEDS THE ACCURACY STANDARDS FOR AN URBAN CLASS SURVEY AS DEFINED BY THE AMERICAN CONGRESS ON SURVEYING AND MAPPING AND THE AMERICAN LAND TITLE ASSOCIATION.

12) TIES FROM BUILDING CORNERS, FENCE CORNERS, SHED CORNERS, ETC., ARE NOT TO BE USED TO REESTABLISH PROPERTY BOUNDARIES.

13) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS MADE BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

14) N/A

15) NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE CERTIFIED TO ON THIS SURVEY.

16) FENCE OWNERSHIP NOT DETERMINED. THE FENCES ALONG BOUNDARY LINES SHOWN HEREON (IF ANY) MAY BE DRAWN EXAGGERATED FOR CLARITY.

17) PRINTED DIMENSIONS SHOWN ON THE MAP OF SURVEY SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.

18) REPRODUCTION OF THIS SURVEY IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN PERMISSION FROM THE SIGNING SURVEYOR.

19) THE WORD "CERTIFIED" IS UNDERSTOOD TO BE AN EXPRESSION OF THE PROFESSIONAL SURVEYOR'S OPINION BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT THUS CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY, EITHER EXPRESSED OR IMPLIED.

20) THIS SURVEY IS A REPRESENTATION OF EXISTING FIELD CONDITIONS AT THE TIME OF THE FIELD SURVEY DATE AND IS BASED ON FOUND EXISTING MONUMENTATION IN THE FIELD.

21) THE DATE OF SIGNATURE DOES NOT UPDATE OR SUPERSEDE THE DATE OF SURVEY.

22) ATTENTION IS DIRECTED TO THE FACT THAT THIS MAP(S) MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA

23) HILLSBOROUGH SURVEYING INC. RESERVES THE RIGHT TO REVISIT THE SITE AND REVISE THIS MAP AND OR BOUNDARY AS ANY NEED MAY ARISE , THE FEES (IF ANY) WILL BE ASSIST AT THE TIME OF DISCOVERY

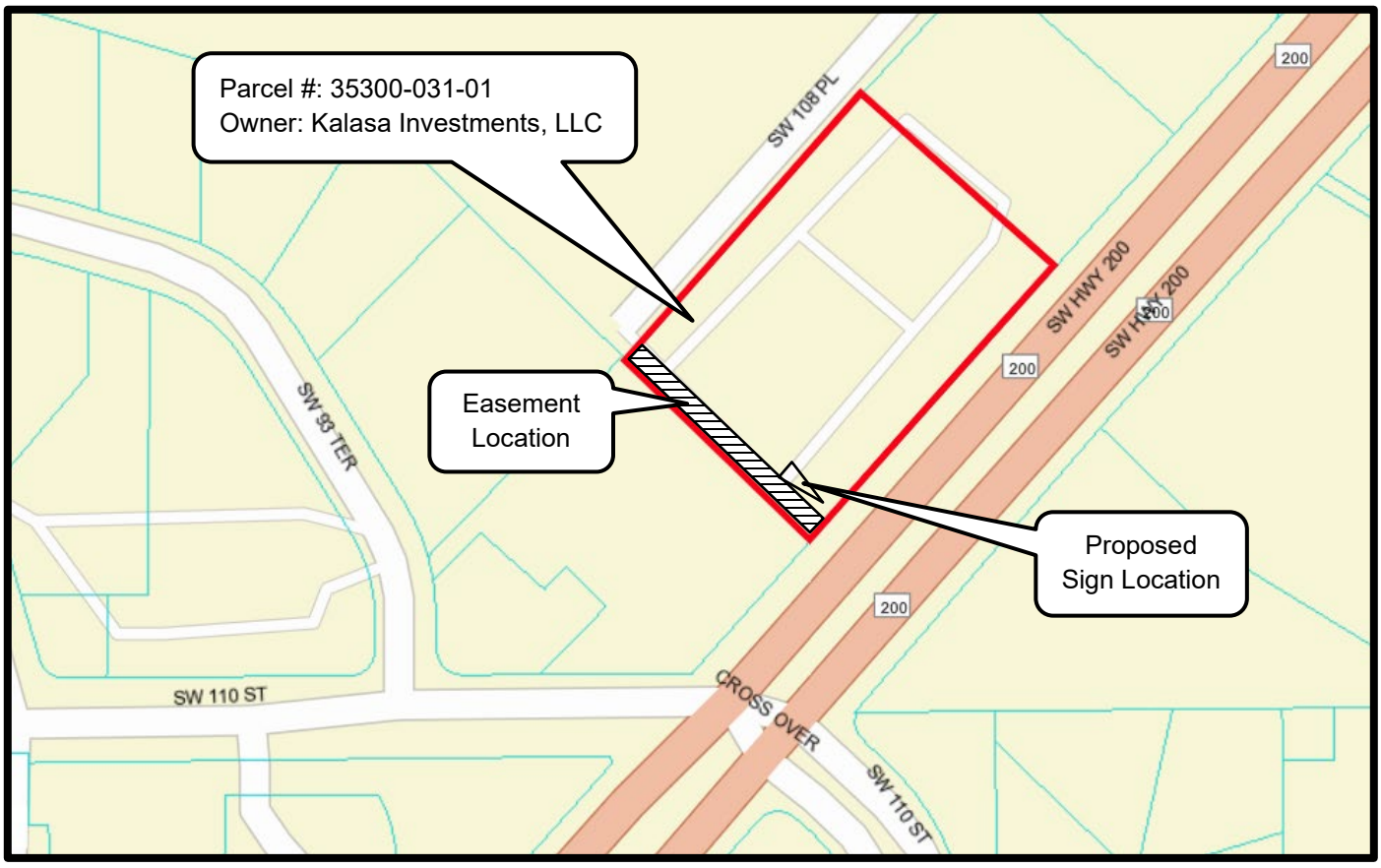
24) THE UNDERSIGNED REGISTERED SURVEYOR, HEREBY CERTIFY THAT THE MAP OF SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION. THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, IS A TRUE AND ACCURATE REPRESENTATION OF THE LAND SHOWN AND DESCRIBED, AND THAT IT MEETS THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" CHAPTER 5-J 17.050 THRU 17.052, FLORIDA ADMINISTRATIVE CODE (F.A.C.).

25) THIS MAP AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

DRAWING SCALE 1"=30' (N) bearings based on plat data

1315

Location Map





DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 04/08/2010 02:00:45 PM
FILE #: 2010031551 OR BK 05341 PGS 1361-1367

RECORDING FEES 61.00

ELECTRIC ENGINEERING DIVISION
2100 NE 30th Ave. Ocala, Florida 34470-4875 (352)351-6620
This instrument prepared by
City of Ocala Utility Services
2100 NE 30th Ave., Bldg B.
Ocala, Florida 34470-4875

EASEMENT
(Individual)

THIS EASEMENT, Made this day between 1) HENRY A. EHLERS, as Trustee of the STATE ROAD 200 LAND TRUST AGREEMENT #3 DATED SEPTEMBER 24, 2003, (GRANTOR(s)) their heirs, successors and assigns, and the City of Ocala, a municipal corporation, under the laws of the State of Florida, its successors, lessees and assigns (GRANTEE):

WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida, to wit:
2)SEC: 26, 3)TWP: 16, 4)RNG: 20. Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

Parcel ID# 5) 35300-070-02

6) JOB SITE ADDRESS 9311 ~~SE~~ SW Hwy 200 (customer's address)
9297 ~~SE~~ SW Hwy 200 (address of requested easement)

7) LEGAL DESCRIPTION: See attached Exhibit A

Easement to be 8) 20 feet in width and the length and direction to be defined by City of Ocala Work Order # 9) WI09-155 .

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and change the quantity and type of facilities; (c)the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth, and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation, or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of the GRANTEE, endangers or interferes with the safe and efficient installation, operation, or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable, necessary, or convenient for GRANTEE'S safe and efficient installation, operation, and maintenance of said facilities and for the enjoyment and use of said easement for the purpose described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE'S facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR'S future orderly development of the premises is in physical conflict with GRANTEE'S facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon easement area in GRANTOR'S premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE'S facilities by GRANTOR or by GRANTOR'S agents or employees.

GRANTOR hereby warrants and covenants (a) the GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE and, (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement and subject to any use made by GRANTOR not inconsistent with the rights granted herein.

It is the intention of the parties not to increase the burden upon the subject property which now exists by virtue of the service line presently located with the Easement Area.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned GRANTOR'S have hereunto set their hands and seals this 10) 15th day of October, 2009.

Any addendums attached to this agreement shall be limited to legal descriptions, surveys or drawings unless prior approval has been received from the City of Ocala.

WITNESSES:

11) Linda Smith (Signed)

12) Linda Smith (Printed)

(Address)

13) _____ (Signed)

14) _____ (Printed)

(Address)

15) _____ (Legal Signature)

16 Henry A. Ehlers, Trustee (Grantor)

17) 2437 SE 17th Street
Ocala, FL 34471

18) _____ Legal Signature)

19) _____ Grantor

20) _____

State of 21) Florida

County of 22) Marion

The foregoing easement was acknowledged before me this 23) 15th day of October, 2009, by 24 Henry A. Ehlers

(Name of person Acknowledging), who is personally known to me or who has produced

25 Personally Known (type of identification) as identification and

who did (did not) take an oath.

26) Barbara J. Abraham Signature of Person Taking Acknowledgement

27) Barbara J. Abraham Name of Acknowledger (Typed, Printed, Stamped)

28) Notary Title or Rank

29) DD725080 Serial Number (if any)

BARBARA J. ABRAHAM
Commission DD 725080
Expires January 11, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Technician: Name: 30) (Signed)

31) Len Gadde (*Electric Engineering Technician I*) (Printed)

Return to: LEN GADDE
City of Ocala Utility Services
Electric Engineering Division
2100 NE 30th Ave., Bldg B.
Ocala, Florida 34470-4875

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THE SW ¼ OF THE SE ¼ OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 20 EAST, S.0°45'30" W., 274.08 FEET FROM THE NORTHWEST CORNER OF SAID SW ¼ OF THE SE ¼; THENCE N.0°45'30"E. ALONG SAID WEST BOUNDARY 274.08 FEET TO THE SAID NORTHWEST CORNER; THENCE S. 45°12'51"e., 1597.01 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF STATE ROAD 200; THENCE S.42°24'35"W. ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE 40.03 FEET; THENCE N. 45°12'51"W., 700.00 FEET; THENCE N. 57°43'09"W., 725.39 FEET; TO THE POINT OF BEGINNING. THE NORTH 25 FEET THEREOF BEING SUBJECT TO AN EASEMENT.

LESS AND EXCEPT THAT PORTION DESCRIBED AS PARCEL NO. 131 IN BOOK 2474, PAGE 296.

Book5341/Page1366 CFN#2010031551

Parcel # 35300-070-02

Electric Easement to commence on the SW property corner on SW SR200, it will run NW along the SW-most property line to a location 20' beyond Sumter Electric Cooperative's Pole # 77636 (or replacement thereto). The easement will turn NE approx 20' to it's NE corner. The Easement will turn SE and run along an imaginary line that parallels the SW-most property line back to the SW SR200 Right-of-Way line. The easement will turn back toward the origination point and stop at the property corner marker.

9311 SW SR200
"200 Building"

PROPOSED 5' EASEMENT LOCATION

Parcel: 35300-070-02 / EHLERS HENRY A TR - 2437 SE 17TH ST STE 102 - OCALA FL - 34471
Parcel Address 9297 SW HWY 200

Sims Furniture

SW HWY 200

SB

P

S

LEGEND

- Proposed Fiber Optic Cable
- Proposed Easement Boundary
- Existing SECO Power Pole

N W E S

City of Ocala Utility Services

POWER SERVICES
WATER AND SEWER SERVICES
TELECOMMUNICATION SERVICES
CUSTOMER SERVICES

Proposed Electric Easement Location
Parcel # 35300-070-02

Prepared by
CITY OF OCALA
ELECTRIC ENGINEERING
9/22/2009

Book5341/Page1367 CFN#20100031551



Parcel # 35300-070-02

Electric Easement to commence on the SW property corner on SW SR200, it will run NW along the SW-most property line to a location 20' beyond Sumter Electric Cooperative's Pole # 77636 (or replacement thereto). The easement will turn NE approx 20' to it's NE corner. The Easement will turn SE and run along an imaginary line that parallels the SW-most property line back to the SW SR200 Right-of-Way line. The easement will turn back toward the origination point and stop at the property corner marker.

N W E S

City of Ocala Utility Services

POWER SERVICES
WATER AND SEWER SERVICES
TELECOMMUNICATION SERVICES
CUSTOMER SERVICES

Proposed Electric Easement Location
Parcel # 35300-070-02

Prepared by
CITY OF OCALA
ELECTRIC ENGINEERING
9/22/2009

File #: 2024-0214 Agenda Item #: 9f.

Submitted By: Lafayetta Hodges

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Accept an Edward Byrne Memorial Justice Assistance Grant from the Office of Justice Programs, Bureau of Justice Assistance, to reimburse overtime and operating expenditures related to community policing education and programs up to $41,391

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On June 30, 2023, the Ocala Police Department was advised that the City of Ocala qualified for a direct allocation in the amount of $41,391 to provide reimbursement for expenses related to the Bureau of Justice Assistance Fiscal Year 2022-23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The intended program will focus on community policing and education.

FINDINGS AND CONCLUSIONS:
Funding will be used to pay overtime for the officers participating in programs that offer opportunities for positive engagement with the community, for training, and classroom supplies.

FISCAL IMPACT:
The City will receive $41,391 in grant funding to assist the police department with this program. Funding will be distributed in police department account, 001-060-881-521-52-*, as indicated in the accompanying budget resolution provided on the consent portion of the same agenda. No match is required; however, any additional benefit costs shall be absorbed by the city.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF OCALA 110 SE WATULA AVE
City, State and Zip:	OCALA, FL 34471
Recipient UEI:	LSNNNBN7BL45
Project Title: OPD Community Connecting Continuation Project	**Award Number:** 15PBJA-23-GG-03273-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $41,391.00	**Federal Award Date:** 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/22	**Budget Period End Date**: 9/30/26

Project Description:

The Ocala Police Department proposes the ***OPD Community Connecting Continuation*** project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to facilitate community oriented programs that support the well-being of staff and the community.

Award Letter

September 25, 2023

Dear Lafayetta Hodges,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF OCALA for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $41,391.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts.? All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.?

The specified activities requiring environmental analysis are:?

a. New construction;?

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;?

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;??

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and?

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.?

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.? Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required.? For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.??

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF OCALA

UEI
LSNNNBN7BL45

Street 1
110 SE WATULA AVE

Street 2

City
OCALA

State/U.S. Territory
Florida

Zip/Postal Code
34471

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/23

Award Type
Initial

Award Number
15PBJA-23-GG-03273-JAGX

Supplement Number
00

Federal Award Amount
$41,391.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13940935

Grant Manager Name
Tarasa Napolitano
Phone Number
202-598-7372
E-mail Address
Tarasa.Napolitano@usdoj.gov

Project Title
OPD Community Connecting Continuation Project

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2022

Budget Period End Date
09/30/2026

Project Description

The Ocala Police Department proposes the ***OPD Community Connecting Continuation*** project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to facilitate community oriented programs that support the well-being of staff and the community.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

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

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF

425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the

basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify

procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP

financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

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

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or

State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

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

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

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

48

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

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless,

as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

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

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and

procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT)

unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:49 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Grants & Sustainability Coordinator

Signed Date And Time

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION	Award Number: 15PBJA-23-GG-03273-JAGX
Name and Address of Recipient:	CITY OF OCALA 110 SE WATULA AVE
City, State and Zip:	OCALA, FL 34471
Recipient Point of Contact:	Lafayetta Hodges
Email:	lhodges@ocalapd.org
Phone:	3523697085
Solicitation Title:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Federal Award Amount: $41,391.00	Federal Award Date: 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Statutory Authority:	Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)
Opportunity Category: Discretionary	Assistance Listing Number: 16.738

Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26

Project Description:

The Ocala Police Department proposes the ***OPD Community Connecting Continuation*** project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to facilitate community oriented programs that support the well-being of staff and the community.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: LaFayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.: lhodges@ocalapd.org

2. GRANT DATA

Grant Title: Community Connecting Continuation Project
Funding Agency: DOJ
Grant Award Date:
Period of Performance: 10/01/2023-9/30/2026

3. FINANCIAL DATA

Amount of Grant Award: 41,391
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 43,391
Amount of Future Financial Obligations/Commitments: $2000 for anticipated Benefit costs not incorporated in the grant.

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 0
Anticipated Overtime Costs: 13,500
Anticipated Benefit Costs: 2,000
Will fund existing or new employees? 0

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

The Ocala Police Department proposes the OPD Community Connecting Continuation project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to participate in the program.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Sep 26, 2023

REQUIRED SIGNATURES

LaFayetta Hodges — Jul 31, 2023
Grant Project Manager — Date

08/03/23
Department Director — Date

Jessica Brown Digitally signed by Jessica Brown Date: 2023.10.03 16:31:28 -04'00'
Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code: 001-060-881*
Assigned Revenue Code: 001-331-000-000-09-33225
Date Department Notified of Appropriate Account Code: 8/8/23

MCN: 230693

Appendix B

2023 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	MARION COUNTY	County	$96,877	
FL	MARTIN COUNTY	County	$29,051	
FL	MELBOURNE CITY	Municipal	$59,610	
FL	MIAMI BEACH CITY	Municipal	$73,581	
FL	MIAMI CITY	Municipal	$260,750	
FL	MIAMI GARDENS CITY	Municipal	$75,058	
FL	MIAMI-DADE COUNTY	County	$517,346	
FL	MONROE COUNTY	County	$16,588	
FL	NASSAU COUNTY	County	$15,633	
FL	NEW PORT RICHEY CITY	Municipal	$12,586	
FL	NORTH MIAMI BEACH CITY	Municipal	$28,313	
FL	NORTH MIAMI CITY	Municipal	$46,531	
FL	NORTH PORT CITY	Municipal	$10,125	
FL	OCALA CITY	Municipal	$41,391	
FL	OCOEE CITY	Municipal	$13,818	
FL	OKALOOSA COUNTY	County	$47,331	
FL	OKEECHOBEE COUNTY	County	$16,526	
FL	OPA-LOCKA CITY	Municipal	$31,974	
FL	ORANGE COUNTY	County	$438,256	
FL	ORLANDO CITY	Municipal	$214,281	
FL	ORMOND BEACH CITY	Municipal	$13,079	
FL	OSCEOLA COUNTY	County	$65,118	
FL	PALM BAY CITY	Municipal	$34,713	
FL	PALM BEACH COUNTY	County	$145,193	
FL	PALM SPRINGS CITY	Municipal	$17,695	
FL	PANAMA CITY BEACH CITY	Municipal	$11,510	
FL	PANAMA CITY CITY	Municipal	$23,542	
FL	PASCO COUNTY	County	$134,699	
FL	PENSACOLA CITY	Municipal	$32,867	
FL	PINELLAS PARK CITY	Municipal	$18,988	
FL	PLANT CITY CITY	Municipal	$16,833	
FL	POLK COUNTY	County	$113,803	
FL	PORT ST LUCIE CITY	Municipal	$23,850	
FL	PUTNAM COUNTY	County	$10,740	
FL	RIVIERA BEACH CITY	Municipal	$36,529	
FL	SANFORD CITY	Municipal	$43,976	
FL	SANTA ROSA COUNTY	County	$20,465	
FL	SARASOTA CITY	Municipal	$30,928	

File #: 2024-0215 Agenda Item #: 9g.

Submitted By: Lafayetta Hodges

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Accept a Victims of Crime Act Grant from the State of Florida, Office of the Attorney General, totaling $59,412

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Victims of Crime Act (VOCA) was established in 1984 by the State of Florida, Office of the Attorney General, to support the provision of services to victims of crime. The Ocala Police department recognizes that victims of violent crime often suffer financial loss and emotional impact from being a victim of a violent crime. The VOCA program provides support services to those affected. This funding will enable this program to continue.

On August 28, 2023, the Ocala Police Department was awarded a VOCA Grant through the State of Florida, Office of the Attorney General, effective October 1, 2023, through September 30, 2024, in the amount of $59,412 to fund the salary and benefits of a full-time Victim Witness Advocate.

FINDINGS AND CONCLUSIONS:
The awarded VOCA funds will enable the Ocala Police department to continue to provide services to the victims of crime in Ocala who may suffer financial loss or emotional impact from being a victim of violent crime. No match is required.

FISCAL IMPACT:
VOCA funds will be accepted in the amount of $59,412 to fund the Victim Witness Advocate position into the grant account strings beginning with 001-050-840-521-52*. No match is required; however, due to the reduction in funds, the City will be responsible for $4,832 in residual salary costs and benefits to be taken from 001-018-851-521-52-12020 for regular salaries and 001-018-851-521-52- 23010 for benefits.

An accompanying budget resolution is provided on the consent portion of the same agenda.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Executive Staff

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-2564
http://www.myfloridalegal.com

August 28, 2023

Mr. Michael Balken, Chief of Police
Ocala Police Department
402 South Pine Avenue
Ocala, Florida 34471-2180

Dear Chief Balken:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Ocala Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of $59,412.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the award to your organization this cycle based on a projection of the amount that you would spend during the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard
Chief Deputy Attorney General

JMG/rs

FY 2023/2024
(Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Ocala Police Department

GRANT NO: VOCA-C-2023-City of Ocala-00098

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Ocala Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2023/2024 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2023, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with

the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the

OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $59,412.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days

written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs,

Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2023. The training modules are available at http://ojp.gov/about/ocr/assistance.htm. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2023-City of Ocala-00098 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Ocala Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the

general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Ocala Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/ to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants

Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2023-2024 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Ocala Police Department, have executed this agreement.

Mike Balken
Authorizing Official

Mike Balken
Print Name

Aug 29, 2023
Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

08/29/2023
FEID# of Provider

Flair Code

John Guard
OAG Authorizing Official

John Guard
Print Name

Aug 28, 2023
Date

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2023-2024**
Subrecipient Name and Address Ocala Police Department 402 South Pine Avenue Ocala, Florida 34471-2180	OAG Grant Number VOCA-C-2023-City of Ocala-00098	
Subrecipient DUNS Number 05-594-7428	Project Period: From 10/1/2023 To 9/30/2024	
Subrecipient IRS/Vendor/FEIN Number 59-6000392	Budget Period: From 10/1/2023 To 9/30/2024	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/01/2023	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $59,412.00	Total Award $59,412.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024	
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date Aug 28, 2023	Signature, Agency Executive Director, Date Mike Balken Aug 29, 2023	

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: Lafayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.:

2. GRANT DATA

Grant Title: VOCA
Funding Agency: Office of the Attorney General (OAG)
Grant Award Date: Aug 28, 2023
Period of Performance: October 1, 2023 to September 30, 2024

3. FINANCIAL DATA

Amount of Grant Award: 59,412
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 59,412
Amount of Future Financial Obligations/Commitments: $3664 possible residual benefits +1168 - possible 3%COLA =$4832

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 38,921
Anticipated Overtime Costs: 2,000
Anticipated Benefit Costs: 18,491
Will fund existing or new employees?

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

The Ocala Police Department realizes that victims of crimes can suffer from immediate financial loss and emotional impact from being a victim of a crime. The VOCA program provides services to those affected, through supporting a Victim Advocates yearly salary and benefits. This funding will enable the program to continue.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Oct 17, 2023

REQUIRED SIGNATURES

Lafayetta Hodges — Sep 29, 2023
Grant Project Manager — Date

Michael Balken, Chief of Police — Oct 2, 2023
Department Director — Date

Jessica Brown Digitally signed by Jessica Brown Date: 2023.10.03 16:31:28 -04'00'
Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code: 001-050-840-*
Assigned Revenue Code: 001-331-000-000-09-33128
Date Department Notified of Appropriate Account Code:

Div 840
MCN: 240013

Appendix B

File #: 2024-0218 Agenda Item #: 9h.

Submitted By: Lafayetta Hodges

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Accept a grant agreement from the Florida Department of Law Enforcement, State Assistance for Fentanyl Eradication, totaling $25,250

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
State funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related activities including investigative operations. The Ocala Police department has applied for $25,250 in funds to provide the Unified Drug Enforcement Drug Enforcement Strike team with overtime to conduct investigative operations.

FINDINGS AND CONCLUSIONS:
Grant funding will enable the Ocala Police department drug agents to work overtime hours to conduct fentanyl eradication operations.

FISCAL IMPACT:
A $25,250 award will support overtime operations, with no match required. Funds will be held in account number 001-050-827-521-52-14010.

An accompanying budget resolution is provided on the consent portion of the agenda.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

Financial Assistance Agreement between the Florida Department of Law Enforcement And Ocala Police Department

Recipient:	Ocala Police Department
FLAIR Vendor ID:	F59-6000392
Project Period:	07/01/2023 – 06/30/2024
Project Title:	FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program
Agreement Number:	2023-SAFE-SF-027
CSFA Catalog Number:	71.122

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Ocala Police Department (herein referred to as "Recipient" or "Participating Agency"); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1272, Grants and Aids – S.A.F.E in Florida Program, provides $15,000,000 in nonrecurring funds from the General Revenue Fund and $5,000,000 in nonrecurring funds from the Operating Trust Fund for the State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program for the Recipient to be reimbursed for the eligible costs outlined in this agreement; and

WHEREAS, the Department may pay for services or equipment on behalf of the Recipient, the value of these payments will be considered State Financial Assistance to the Recipient and should be reported as such by the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

To receive S.A.F.E. funds, the Recipient will submit a Case Request form to the S.A.F.E. Executive Board for approval of funding for each individual case. Upon approval of the case for funding, the Recipient shall submit a Funding Request form showing estimated expenditures and the amount of funding requested.

Monthly, the Recipient will submit a Reimbursement Request to receive payment for expenditures incurred the previous month.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. Any travel paid from this agreement will be in accordance with State of Florida travel guidelines, including maximum rates for per diem, mileage, and lodging rates.

OVERVIEW AND FUNDING

Project Title: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Project Start Date: 07/01/2023 **Project End Date:** 06/30/2024

Program Activities and Scope of Work

Grant funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associated with cases focusing on fentanyl eradication.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the S.A.F.E. Executive Board.

Deliverables, Performance and Reports

Recipient agencies will conduct operations during the 2023-2024 state fiscal year according to the signed Mutual Aid Agreement (MAA). Activities shall be considered authorized only when approved by the S.A.F.E. Executive Board. The Recipient shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement.

The deliverables for this agreement are the completion of one or more of the activities listed in the Scope of Work. The minimum performance for these activities will be determined based on the needs of each investigation.

Documentation of performance and deliverables will consist of signature certification by the Regional Special Agent in Charge (SAC) on each payment invoice. FDLE will approve the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, procedures, or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement or subsequent performance or expenditures reports.

Distribution and Payments

This award is a cost-reimbursement agreement, with the ability to advance, for eligible costs incurred during the term of the agreement for satisfactory performance of eligible activities described in the Budget Narrative. Only project costs incurred on or after the start date, and on or prior to the end date are eligible for reimbursement. Expenditures must be supported with documentation and verified prior to payment.

The parties agree that all expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

The parties agree that any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE.

Budget Narrative

Requests for payment will be processed and paid subject to FDLE approval.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of Recipient personnel's contracted regular pay hours for participating in the S.A.F.E. in Florida Program. Employer portion of FICA and retirement may be requested for reimbursement on overtime expenses.

In order to receive reimbursement, the Recipient will provide supporting backup documentation for all overtime costs, to consist of timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved S.A.F.E. in Florida Program activities.

Expense – (Travel and Training):

Grant funds may be used to pay training registration and/or travel costs for agency members participating in FDLE-approved training in direct support of S.A.F.E. in Florida Program operations. Fees for certification are unallowable under this Agreement.

Training and/or Travel costs funded under this Agreement must receive **pre-approval** from FDLE using the Funding Request form. In order to receive reimbursement for training and/or travel, the Recipient shall submit the signed form as preapproval documentation with the Recipient's request for reimbursement. Failure to provide the signed approval request at the time of reimbursement will result in the training and/or travel costs being deemed unallowable.

All expenditures related to travel will not exceed amounts specified in section 112.061, F.S., or other State of Florida travel guidelines. In order to receive reimbursement for training/travel costs, the Recipient must complete the State of Florida Travel Voucher and provide supporting documentation, including but not limited to: agendas, completion certificates, registration confirmations, lodging receipts, transportation receipts, etc.

Contractual Services, Equipment, Supplies, and Other Costs:

Grant funds may be used to reimburse equipment, supplies, and other costs directly related to S.A.F.E. in Florida Program operations, as pre-approved by the S.A.F.E. Executive Board.

In order to receive reimbursement for equipment, supplies, and other costs, the Recipient must provide supporting backup documentation, including but not limited to: Funding Request form with FDLE approval signature, invoices, payment receipts, etc.

ADMINISTRATION

For assistance with any contract or financial issues, the Florida Department of Law Enforcement can contact:

Recipient Contract/Grant Manager

Name: SARAH GIFFORD
Title: FISCAL TECHNICIAN
Address: 110 SOUTHEAST WATULA AVENUE, OCALA, FLORIDA 34471
Phone: 352-369-7035
Email: SGIFFORD@OCALAPD.GOV

Recipient Financial Contact

Name: CATHERINE LARSON
Title: FISCAL OPERATIONS OFFICER
Address: 692 NORTHWEST 30TH AVENUE, OCALA, FLORIDA 34475
Phone: 352-732-8181
Email: CLARSON@OCALAPD.GOV
Agency FEID Number: F59-6000392
Remit Address: 201 SOUTHEAST 3RD STREET, OCALA, FLORIDA 34471

Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

Section I: Project Implementation

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

Section II: Payments

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

Section III: Project and Grant Management

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Section IV: Mandatory Disclosures

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

Section V: Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through

appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged

against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Section VI: Records, Audits, and Information Security

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific

audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
BSP Office of Planning and Budgeting
ATTN: Nathan Pate
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions

of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

Section VII: Penalties, Termination, Dispute Resolution, and Liability

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

AWARD SIGNATURES

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

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Business Support Program

Bureau Chief Signature: _____

Printed Name and Title: _____

Date: _____

Recipient
Ocala Police Department

Agency Head/Chief Official Signature: _____

Printed Name and Title: MICHAEL BALKEN - POLICE CHIEF

Date: 10/25/23

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

City of Ocala

_____
James P. Hilty, Sr.
City Council President

Approved as to form and legality:

_____
William E. Sexton, Esq.
City Attorney

ADDENDUM A

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

(Duration: Signature date to June 30, 2024)

Pursuant to F.S. 23.1225(3), this mutual aid agreement may be entered into by a chief executive officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

Team standard operational area:

- **Pensacola Regional Operations Center's** area of responsibility consists of the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun and Gulf.
- **Tallahassee Regional Operations Center's** area of responsibility consists of the following counties: Liberty, Franklin, Wakulla, Gadsden, Leon, Jefferson, Taylor, Dixie, Lafayette, Suwanee, Columbia, Hamilton and Madison.
- **Jacksonville Regional Operations Center's** area of responsibility consists of the following counties: Nassau, Duval, Clay, St. Johns, Flagler, Putnam, Marion, Bradford, Union, Levy, Gilchrist, Alachua and Baker.
- **Orlando Regional Operations Center's** area of responsibility consists of the following counties: Volusia, Seminole, Brevard, Indian River, Martin, St. Lucie, Osceola, Orange and Lake.
- **Tampa Bay Regional Operations Center's** area of responsibility consists of the following counties: Citrus, Sumter, Polk, Hardee, Hillsborough, Pinellas, Pasco and Hernando.
- **Ft. Myers Regional Operations Center's** area of responsibility consists of the following counties: De Soto, Highlands, Okeechobee, Glades, Hendry, Collier, Lee, Charlotte, Sarasota and Manatee.
- **Miami Regional Operations Center's** area of responsibility consists of the following counties: Palm Beach, Broward, Dade and Monroe.

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

Agency Party: OCALA POLICE DEPARTMENT

	10/25/23
Agency Head: Michael Balken, Chief Of Police	Date signed

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) INITIATIVE

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the STATE ASSISTANCE FOR FENTANYL ERADICTION (S.A.F.E.) Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling organized criminal groups engaging and targeting major violators in such activity which may affect single or multiple jurisdictions;

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies involved in the S.A.F.E. INITIATIVE;

NOW THEREFORE, the Parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

Intent Statement, S.A.F.E. INITIATIVE Goals, Nature of Law Enforcement Assistance and Voluntary Cooperation to be Rendered

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the S.A.F.E. INITIATIVE as a mechanism by which area law enforcement agencies can dedicate resources for the purpose of targeting the following criminal activity which must have a nexus to fentanyl, including but not limited to racketeering, drug law violations, related criminal violations, firearms violations, and dismantling organized criminal groups engaging in such activity in violation of Florida State Statutes that may affect single or multiple jurisdictions.

The principal purpose of the S.A.F.E. INITIATIVE shall be the successful arrest and prosecution of violators of the laws noted herein, and similar violations, with particular

emphasis placed on efforts designed to identify and dismantle organized criminal enterprises with a nexus to fentanyl.

The S.A.F.E. INITIATIVE efforts shall include, but are not limited to: undercover operations designed to detect illegal activity with a nexus to fentanyl, including but not limited to violations of Florida Statutes Chapters 782, 790, 893, and 895. The use of surveillance equipment and techniques; the arrest and prosecution of those involved in illegal activity; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such illegal activity; and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities, as may be required and appropriate under the S.A.F.E. INITIATIVE

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the S.A.F.E. INITIATIVE, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating S.A.F.E. INITIATIVE members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the S.A.F.E. INITIATIVE efforts, with the operations of the S.A.F.E. INITIATIVE being coordinated with the FDLE and other S.A.F.E. INITIATIVE members.

Procedure for Requesting Assistance

Law enforcement officers assigned to the S.A.F.E. INITIATIVE operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this Agreement and continued participation by FDLE and one or more S.A.F.E. INITIATIVE member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility

Each participating agency shall contribute personnel and resources to the S.A.F.E. INITIATIVE in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the S.A.F.E. INITIATIVE based upon

their investigative experience and the operations needs of the S.A.F.E. INITIATIVE. Final acceptance of personnel assigned to the S.A.F.E. INITIATIVE shall rest with FDLE.

The respective FDLE Regional Special Agents in Charge throughout the State of Florida, together with their chain of command, will review and approve S.A.F.E. INITIATIVE operations with input from the various Partner agencies to this MAA in whose jurisdictions potential cases arise.

When operating outside the jurisdiction of the participating investigative agency, the assigned managing FDLE supervisor (ASAC or designee) shall be responsible for the operational command and day-to-day administration of all S.A.F.E. INITIATIVE operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed. When engaged in S.A.F.E. INITIATIVE operations that have been approved by and involve FDLE, as contemplated by this MAA, unit members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their “standard operational area” as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the provisions of this Agreement.

S.A.F.E INITIATIVE members operating outside their agency’s jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved MAA activities as stated herein.

Pursuant to Section 23.127(1), Florida Statutes, the Party’s S.A.F.E. INITIATIVE members participating in the MAA shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the law enforcement jurisdictional area of their respective agencies.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at any time an FDLE supervisor or command designee determines that assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No S.A.F.E. INITIATIVE member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the S.A.F.E. MAA coordinator (assigned FDLE supervisor) or designee and any such activity must be documented as provided herein. The MAA coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective agency Party supervisory personnel shall be obtained when unit members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.

Whenever an operation occurs outside of a S.A.F.E. INITIATIVE team's "standard operational area" set forth in Addendum A, the Special Agent in Charge (SAC) for the FDLE office in the region affected shall be notified about the presence of the S.A.F.E. INITIAITIVE personnel in his region.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a S.A.F.E. INITIATIVE member of an agency Party.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the S.A.F.E. INITIATIVE may be designated as an interim team leader to manage operational S.A.F.E. INITIATIVE matters.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to the S.A.F.E. INITIATIVE operations, or unless same have been encountered directly incident to an approved and supervised S.A.F.E. INITIATIVE operation.

If a conflict arises between an order or direction provided by the FDLE S.A.F.E. INITIATIVE supervisor and a member's employing agency's rules, standards, or policies, the conflict shall promptly be reported to the S.A.F.E. INITIATIVE supervisor and to the supervisor of that S.A.F.E. INITIATIVE member's agency chain of command. The FDLE S.A.F.E. INITIATIVE supervisor, in conjunction with the member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the operation

to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to implement an S.A.F.E. INITIATIVE.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the S.A.F.E. INITIATIVE when engaged in S.A.F.E. INITIATIVE operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by S.A.F.E. INITIATIVE members shall be clearly identified by the assigned FDLE S.A.F.E. INITIATIVE supervisor. However, as stated above, no member will be expected or required to violate or otherwise fail to maintain the member's employing agency's standards of conduct, rules or policies.

Jurisdiction

For purposes of the Mutual Aid Agreement (MAA), "S.A.F.E. INITIATIVE unit members as used herein shall mean the sworn members of the non-FDLE agency Parties to this agreement who are assigned to the S.A.F.E. Initiative in accordance with the MAA.

FDLE and each agency Party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the primary geographic scope of this MAA for regional areas of the State associated with FDLE Regional Operations Centers, and identification of the agency Party entering into this agreement, and other particular information all of which is incorporated herein as though fully set out in the text of the main agreement.

Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.

Powers, Privileges, Immunities, Costs, and Liability-Related Issues

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in S.A.F.E. INITIATIVE operations pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in S.A.F.E. INITIATIVE activities or operations, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to carry out the purposes of the S.A.F.E. INITIATIVE, and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death, and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this Agreement is intended to or is to be construed as any transfer or contracting away of the powers or functions of one party hereto or the other.

Obligation to Coordinate with Prosecutor's Office

A key objective of the S.A.F.E. INITIATIVE is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the S.A.F.E. INITIATIVE are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling S.A.F.E. INITIATIVE generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from S.A.F.E. INITIATIVE operations are likewise to receive coordinated efforts from S.A.F.E. INITIATIVE members. The FDLE S.A.F.E. INITIATIVE supervisor shall monitor the efforts of S.A.F.E. INITIATIVE members in support of criminal prosecutions and civil actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of S.A.F.E. INITIATIVE to assure the expected level of support from S.A.F.E. INITIATIVE members is occurring. Failure by a member of the S.A.F.E. INITIATIVE to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the S.A.F.E. INITIATIVE.

Property Seizure and Forfeiture Considerations

No funds or other property seized during the S.A.F.E. INITIATIVE operations are to be utilized for any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more-member agencies. Forfeiture actions based upon seizures made by the S.A.F.E. INITIATIVE shall be based upon current statutory and case law. The Parties agree that the lead investigative agency, through its attorneys, will be primarily responsible under this Agreement for pursuing all S.A.F.E. INITIATIVE forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall consider their relative roles in support of the efforts of S.A.F.E. INITIATIVE. It is agreed the Florida Department of Law Enforcement will be allocated a minimum of 25% of any seized asset forfeitures as a result of the S.A.F.E Initiative Investigation.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of the S.A.F.E. INITIATIVE cases may request copies of forfeiture complaints and pleadings filed by reason of S.A.F.E. INITIATIVE seizures, and such copies shall promptly be provided to the requestor. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of S.A.F.E. INITIATIVE member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the S.A.F.E. INITIATIVE is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements, are available to the S.A.F.E. INITIATIVE, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions, and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records

The Parties agree that all the S.A.F.E. INITIATIVE reports and records shall be maintained and retained by FDLE, and shall be identified as the S.A.F.E. INITIATIVE reports, provided, however, that S.A.F.E. INITIATIVE members may retain copies of such reports and records for their respective purposes.

Evidence shall be seized in accordance with each S.A.F.E. INITIATIVE member's agency guidelines and all evidence seized in these operations shall be maintained by the participating local member's agency's in whose jurisdiction the evidence was initially seized absent special alternate arrangements. FDLE shall be entitled to conduct audits and inspections of the S.A.F.E. INITIATIVE operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Terms of Agreement

This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2024. Any party, upon thirty (30) days written notice, may terminate this MAA.

This MAA represents the entire agreement between the Parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly signed by authorized personnel of each of the parties and attached to the original.

This Agreement shall remain in full force as to all participating agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein. However, if the S.A.F.E. INITIATIVE continues operations beyond June 30, 2024, the Agreement shall be automatically extended on a month-by-month basis, not to extend past September 30, 2024, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Office of the General Counsel (OGC), Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

IN WITNESS WHEREOF, the Commissioner of FDLE has signed below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.

Mark Glass, Commissioner,

13 Jul 2023
Date signed

Florida Department of Law Enforcement

Legal Review by J. Mat OGC (attorney initials)

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: LaFayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.: lhodges@ocalapd.gov

2. GRANT DATA

Grant Title: SAFE (State Assistance for Fentanyl Eradication)
Funding Agency: FDLE
Grant Award Date:
Period of Performance: 10/019/2023-3/1/2024

3. FINANCIAL DATA

Amount of Grant Award: 25,250
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 25,250
Amount of Future Financial Obligations/Commitments:

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 0
Anticipated Overtime Costs: 20,000
Anticipated Benefit Costs: 5,250
Will fund existing or new employees? 0

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

Funding will fund overtime expenses for 10 drug agents to complete a 16 week operation with the purpose of eradicating Fentanyl in our community.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Nov 7, 2023

REQUIRED SIGNATURES

LaFayetta Hodges — Oct 23, 2023
Grant Project Manager — Date

Department Director — 10/24/23
Date

Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code:
Assigned Revenue Code:
Date Department Notified of Appropriate Account Code:

Appendix B

File #: 2024-0221 Agenda Item #: 9i.

Submitted By: Lafayetta Hodges

Presentation By: Michael Balken

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Accept a grant agreement from the Bureau of Justice Assistance to reimburse expenses relating to the Bulletproof Vest Partnership Program in the amount of $30,397

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Patrick Leahy Bulletproof Vest Partnership, established by the Bulletproof Vest Partnership Grant Act of 1998, is a U.S. Department of Justice initiative aiding state and local law enforcement. Bulletproof vests are a critical resource with a five-year life span. The U. S. Department of Justice offers grants covering 50% of the cost to replace expired vests and acquire new ones for law enforcement officers.

FINDINGS AND CONCLUSIONS:
On September 29, 2023, the Ocala Police department received approval for the Fiscal Year 2023 Bulletproof Vest Partnership grant totaling $30,397 from the Bureau of Justice Assistance. This grant enables the purchase of bulletproof vests with a 50% match of $30,397 budgeted in Fiscal Year 2023-2024.

FISCAL IMPACT:
Grant funds will be allocated to account 001-060-849-521-52-52010. A 50% match of $30,397 is allocated in account number 001-018-849-521-52-52010.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with Changes
- Table
- Deny

FW: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

Catherine Larson <CLarson@ocalafl.gov>

Tue 10/3/2023 6:25 AM

To:Lafayetta Hodges <lhodges@ocalapd.gov>;Jessica Brown <jbrown@ocalafl.gov>

This message has originated from **outside of OPD**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Cathy Larson, CGFO, CMA
Fiscal Operations Supervisor
City of Ocala
201 SE 3rd Street
Ocala, FL 34471
Direct: (352) 629-8235

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, September 29, 2023 5:15 PM
To: Catherine Larson <clarson@ocalafl.org>
Subject: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

View as a webpage / Share

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP

System. A complete list of FY 2023 BVP awards is now available at the following link: https://bja.ojp.gov/funding/fy23-bvp-awards.pdf.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (https://www.sam.gov/SAM/) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: https://sam.gov/content/help. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs, and detailed instructions on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative

Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE (ojp.gov).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance

Patrick Leahy Bulletproof Vest Partnership (BVP) program

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

OJP BJA logo

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Youtube

www.bja.ojp.gov

If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe here.

This email was sent to clarson@ocalafl.org using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC

GovDelivery logo

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: Lafayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.:

2. GRANT DATA

Grant Title: Bullet Proof Vest
Funding Agency: USDOJ
Grant Award Date: 9/29/2023 (LH)
Period of Performance: October 1, 2024 to September 30, 2025

3. FINANCIAL DATA

Amount of Grant Award: 30,297.12
Amount of Matching Funds: 30,297.12
Amount of in-kind (specify source):
Total project amount: $60,794.24 (LH)
Amount of Future Financial Obligations/Commitments:

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 0
Anticipated Overtime Costs: 0
Anticipated Benefit Costs: 0
Will fund existing or new employees? No

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

The Office of Justice Programs Bullet Proof Vest Partnership pays for half of every ballistic vest that the Ocala Police Department purchases to ensure officer safety while complying with department mandatory wear policies. The regular cost of a ballistic vest package is $ 963.28; this grant brings that price down to $ 481.64 each allowing the department to continue to order and replace officer vests.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. 11/7/23

REQUIRED SIGNATURES

Lafayetta Hodges — Oct 16, 2023
Grant Project Manager — Date

Michael Balken — 10/17/23
Department Director — Date

Jessica Brown — Digitally signed by Jessica Brown Date: 2023.10.24 09:28:53 -04'00'
Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code: 001-060-849-*
Assigned Revenue Code: 001-331-000-000-09-33125
Date Department Notified of Appropriate Account Code: 10-24-23

MCN: 240084
Div: 849

Appendix B

File #: 2024-0219 Agenda Item #: 9j.

Submitted By: Tye Chighizola

Presentation By: Tye Chighizola

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Approve Robert W. Batsel, Jr. and the firm to represent DOMACH, LLC in connection with the development of a hotel on property located at 210 West Silver Springs Boulevard

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Economic Hub

PROOF OF PUBLICATION:
N/A

BACKGROUND: Mr. Batsel is requesting to represent DOMACH in connection with land use, permitting, and related matters including the negotiation of a redevelopment agreement with the City concerning the development of a hotel on property located at 210 West Silver Springs Boulevard.

While the land use/zoning work associated with the project will likely be limited (since the existing entitlements appear to permit a hotel), Mr. Batsel's representation would include interaction with the City in negotiating a redevelopment agreement providing for the hotel's exclusive use of spaces within the City parking garage to be constructed on property lying immediately south of the property.

FINDINGS AND CONCLUSIONS: Staff has no issues with Mr. Batsel or the firm representing the client concerning the development of the hotel or the negotiations concerning parking spaces in the new garage. The request is consistent with the guidelines outlined for consideration adopted by the City Council on April 4, 2023.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: This agenda item has been reviewed by City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Table
- Deny

GOODING & BATSEL, PLLC

ATTORNEYS AT LAW
1531 SE 36TH AVENUE
OCALA, FLORIDA 34471

W. JAMES GOODING III
ROBERT W. BATSEL, JR.
ROBERT W. BATSEL
JAMES T. HARTLEY

TELEPHONE (352) 579-1290
FACSIMILE (352) 579-1289
email: rbatsel@lawyersocala.com

October 20, 2023

By Email Only

Peter A. Lee AICP, City Manager
City of Ocala
201 SE 3rd Street, 2nd Floor
Ocala, FL 34471-2172

RE: Request for conflict waiver concerning representation of DOMACH LLC ("DOMACH")

Dear Mr. Lee:

We are writing to request City Council consent for our firm to represent DOMACH in connection with land use, permitting, related matters including the negotiation of a redevelopment agreement with the City concerning the development of a hotel on property located at 210 West Silver Springs Boulevard.

As you know, we have previously sent requests for informed consent pursuant to the *Guidelines For Former City Attorneys* approved by City Council at its April 4, 2023 meeting ("Guidelines") which, among other things, established a mechanism for determining whether we "participated personally and substantially" in a matter and, if so, requiring us to obtain City Council consent. Prior to developing such Guidelines, we also entered into the enclosed *Agreement Concerning Continued Legal Representation in Specific Matters by Former City Attorneys* ("Special Projects Agreement"), providing for our completion of certain City projects after our City Attorney term expired and recognizing that we would also be representing private developers in matters involving the City (see Paragraph 5 of the Special Projects Agreement).

To date, we have undertaken representation of private clients in City matters in which we have not previously participated personally and substantially on behalf the City, but in the event we previously represented the City in any matter, we sought and obtained informed consent of City staff and/or Council prior to engaging a client pursuant to the Guidelines.

This request concerns DOMACH's proposed redevelopment of property located at 210 W. Silver Springs Boulevard, known as "Project Hometown." DOMACH plans to construct a hotel on the former site of the recently demolished European Car Clinic. While the land use/zoning work associated with the project will likely be limited (since the existing entitlements appear to permit a hotel), our proposed representation would include interaction with the City in negotiating a redevelopment agreement providing for the hotel's exclusive use of spaces within the City parking garage to be constructed on property lying immediately south of DOMACH's property (the "Garage Property"), incentives to be provided by the City, obligations of DOMACH and similar matters.

During my tenure as City Attorney, I handled the real estate transactions resulting in the City's purchase of Garage Property from Mt. Moriah Missionary Baptist Church of Ocala, Inc. and IOM, LLC. Currently, pursuant to the Special Projects Agreement, I am preparing an action to quiet title to the property

purchased from Mt. Moriah. This has involved significant research to identify and locate heirs of a prior owner of the subject property who may still have an interest in the subject property due to a hiatus in legal descriptions.

During our firm's tenure as City attorney and pursuant to our Special Projects Agreement, Mr. Gooding has represented the City in an action styled *City of Ocala v. Wanda Hampton, et al,* Case No. 21-1011-CA, which concerned the location and boundary of the Hamptons' parcel and vis a vis a City alley contiguous to the Hamptons' parcel and the DOMACH property. The case is still pending, but has been substantively resolved and will be concluded soon. There is no dispute between the City and DOMACH concerning the City alley contiguous to the DOMACH property.

And, of course, we are still representing the City in a few other matters under the Special Projects Agreement.

The foregoing matters are separate and distinct from our proposed representation of DOMACH.

Further, because none of our prior or current representation of the City involves a matter involving the DOMACH project in which any lawyer in our firm (or in our prior firm) "participated personally and substantially" as an attorney on behalf of the City, Rule 4-1.11 of the Rules of Professional Conduct (dealing with conflicts of interests for former and current government officers and employees) does not apply to our representation of DOMACH.

However, Rule 4-1.7 of Rules Regulating the Florida Bar, entitled "Conflict of Interest; Current Clients" is involved because of our current representation of City. That Rule provides, in relevant part:

> *(a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer must not represent a client if:*
>
> > *(1) the representation of 1 client will be directly adverse to another client; or*
> >
> > *(2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.*
>
> *(b)Informed Consent. Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:*
>
> > *(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;*
> >
> > *(2) the representation is not prohibited by law;*
> >
> > *(3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and*
> >
> > *(4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.*
>
> *(c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation must include an explanation of the implications of the common representation and the advantages and risks involved.*

Pursuant to section (a)(1), above, our proposed representation of DOMACH would be adverse to the City since we will be negotiating on behalf of a party to a contract with the City. Pursuant to section (a)(2), we do not believe there is any risk that either party will be materially limited by our responsibilities to the other party. We believe we can each effectively represent the City concerning the Mt. Moriah quiet title action, completion of the Hampton case, or other unrelated City matters under the Special Projects Agreement, notwithstanding our representation of DOMACH as described above. Regarding Mt. Moriah, the parties' interests are aligned since DOMACH's ability to make use of spaces within the proposed parking garage would be contingent upon our success on behalf of the City in the quiet title action. Our representation of the City would be seeking a condition precedent to anyone making use of the Mt. Moriah property, including DOMACH. Regarding Hampton, our representation of the City does not affect the DOMACH property.

Because our proposed representation of DOMACH is adverse pursuant to section (a)(1), we may not represent DOMACH unless sections (b)(1), (b)(2), and (b)(4)[1] are satisfied. Concerning section (b)(1), we believe we can competently and diligently represent the City and DOMACH. Section (b)(2) is satisfied since the representation is not prohibited by law. Thus, the determination rests upon section (b)(4) and whether each affected client gives informed consent, which is the purpose of our letter.

As referenced in prior letters requesting conflict waivers, the Preamble to the Florida Rules of Professional Conduct sets forth definitions including the following:

> "Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.

I have included in the attached **Exhibit A** the Comment on such language.

Pursuant to that language:

1. Please see the discussion above concerning the matters in which we previously represented the City, and concerning the scope of the representation of DOMACH that we are requesting permission to undertake.

2. We do not believe that our representation of DOMACH poses any risk to the City, in that:

    2.1. Our representation of the City concerning the purchase of the Garage Property was unrelated to the DOMACH project and only concerned acquisition of the adjacent Garage Property.

    2.2. Our ongoing representation of the City concerning the quiet title action is intended to clear a title defect concerning a hiatus and is unrelated to the DOMACH project.

    2.3. Our representation of the City in the Hampton case concerns the parties' respective rights to property within an adjacent alley, but will have no effect on the DOMACH project. Further, that representation should soon be completed.

[1] Section (b)(3) is not applicable because the proposed representation of DOMACH does not include representation of both clients in the same proceeding before a tribunal.

2.4. The other matters in which we are still representing the City do not involve the DOMACH property or nearby properties.

3. To the extent that there is any concern about the foregoing, I suggest consulting Mr. Sexton. We will certainly accept his determination and risk assessment to be conclusive.

4. The final point that must be addressed is the reasonably available alternatives to our representation of DOMACH.

4.1. There is one clear alternative, which is prohibiting me from representing DOMACH in this matter. Obviously, we would prefer for City Council not to determine this alternative is necessary, particularly in light of the foregoing. However, we will respect any decision made by City Council.

4.2. In some cases, one possible alternative is that the City permit us to represent DOMACH but place restraints on issues in which we can advocate on its behalf. We do not think such an approach would be possible in this case, but are willing to discuss any such alternative.

Thus, we request that City Council provide informed consent in writing to our representation of DOMACH in connection with the matters set forth above. We have included a consent on the bottom of this letter so that you can sign it if City Council provides such direction. Of course, we suggest you consult with City Attorney Will Sexton concerning this matter.

Finally, we have copied Tye Chighizola, Jeff Shrum, Aubrey Hale, Roberto Ellis, Tracy Taylor, and Joe Switt, since each has either been involved or will be involved in the matters referenced above so that they are aware of our request and invited to provide you and Mr. Sexton with their positions.

Please let me know if you have any questions or concerns. We respectfully request for this letter to be placed on the November 7 City Council agenda, or as soon thereafter as possible. Thank you in advance.

Sincerely,

GOODING & BATSEL, PLLC

/s/ Robert W. Batsel Jr.

/s/ W. James Gooding, III

Attachment: as stated

cc: City Attorney Will Sexton
Mr. Tye Chighizola
Mr. Jeff Shrum
Mr. Aubrey Hale
Mr. Roberto Ellis
Mr. Tye Chighizola

Mr. Tracy Taylor
Mr. Joe Switt

(All by email only with attachment)

CONSENT TO REPRESENTATION

On _____, 2023, the City Council approved your representation of DOMACH LLC, in connection with the matters discussed in the bullet points on the first two pages of your letter.

The City Council indicated that its consent was conditioned upon your not representing DOMACH LLC in connection with the following matters: _____ (none if blank).

_____
Mr. Peter A. Lee, AICP
City Manager
Dated _____

EXHIBIT A
RULES OF PROFESSIONAL CONDUCT

See attached.

P:\RWB\DOMACH, LLC - Project Hometown\Correspondence\Letter to Pete Lee requesting Council Approval - DOMACH 10-20-2023 Final.docx

CHAPTER 4. RULES OF PROFESSIONAL CONDUCT
PREAMBLE: A LAWYER'S RESPONSIBILITIES

A lawyer, as a member of the legal profession, is a representative of clients, an officer of the legal system, and a public citizen having special responsibility for the quality of justice.

As a representative of clients, a lawyer performs various functions. As an adviser, a lawyer provides a client with an informed understanding of the client's legal rights and obligations and explains their practical implications. As an advocate, a lawyer zealously asserts the client's position under the rules of the adversary system. As a negotiator, a lawyer seeks a result advantageous to the client but consistent with requirements of honest dealing with others. As an evaluator, a lawyer acts by examining a client's legal affairs and reporting about them to the client or to others.

In addition to these representational functions, a lawyer may serve as a third-party neutral, a nonrepresentational role helping the parties to resolve a dispute or other matter. Some of these rules apply directly to lawyers who are or have served as third-party neutrals. See, e.g., rules 4-1.12 and 4-2.4. In addition, there are rules that apply to lawyers who are not active in the practice of law or to practicing lawyers even when they are acting in a nonprofessional capacity. For example, a lawyer who commits fraud in the conduct of a business is subject to discipline for engaging in conduct involving dishonesty, fraud, deceit, or misrepresentation. See rule 4-8.4.

In all professional functions a lawyer should be competent, prompt, and diligent. A lawyer should maintain communication with a client concerning the representation. A lawyer should keep in confidence information relating to representation of a client except so far as disclosure is required or permitted by the Rules of Professional Conduct or by law.

A lawyer's conduct should conform to the requirements of the law, both in professional service to clients and in the lawyer's business and personal affairs. A lawyer should use the law's

procedures only for legitimate purposes and not to harass or intimidate others. A lawyer should demonstrate respect for the legal system and for those who serve it, including judges, other lawyers, and public officials. While it is a lawyer's duty, when necessary, to challenge the rectitude of official action, it is also a lawyer's duty to uphold legal process.

As a public citizen, a lawyer should seek improvement of the law, access to the legal system, the administration of justice, and the quality of service rendered by the legal profession. As a member of a learned profession, a lawyer should cultivate knowledge of the law beyond its use for clients, employ that knowledge in reform of the law, and work to strengthen legal education. In addition, a lawyer should further the public's understanding of and confidence in the rule of law and the justice system, because legal institutions in a constitutional democracy depend on popular participation and support to maintain their authority. A lawyer should be mindful of deficiencies in the administration of justice and of the fact that the poor, and sometimes persons who are not poor, cannot afford adequate legal assistance. Therefore, all lawyers should devote professional time and resources and use civic influence to ensure equal access to our system of justice for all those who because of economic or social barriers cannot afford or secure adequate legal counsel. A lawyer should aid the legal profession in pursuing these objectives and should help the bar regulate itself in the public interest.

Many of the lawyer's professional responsibilities are prescribed in the Rules of Professional Conduct and in substantive and procedural law. A lawyer is also guided by personal conscience and the approbation of professional peers. A lawyer should strive to attain the highest level of skill, to improve the law and the legal profession, and to exemplify the legal profession's ideals of public service.

A lawyer's responsibilities as a representative of clients, an officer of the legal system, and a public citizen are usually harmonious. Zealous advocacy is not inconsistent with justice. Moreover, unless violations of law or injury to another or another's property is involved, preserving client confidences ordinarily serves

the public interest because people are more likely to seek legal advice, and heed their legal obligations, when they know their communications will be private.

In the practice of law, conflicting responsibilities are often encountered. Difficult ethical problems may arise from a conflict between a lawyer's responsibility to a client and the lawyer's own sense of personal honor, including obligations to society and the legal profession. The Rules of Professional Conduct often prescribe terms for resolving these conflicts. Within the framework of these rules, however, many difficult issues of professional discretion can arise. These issues must be resolved through the exercise of sensitive professional and moral judgment guided by the basic principles underlying the rules. These principles include the lawyer's obligation to protect and pursue a client's legitimate interests, within the bounds of the law, while maintaining a professional, courteous, and civil attitude toward all persons involved in the legal system.

Lawyers are officers of the court and they are responsible to the judiciary for the propriety of their professional activities. Within that context, the legal profession has been granted powers of self-government. Self-regulation helps maintain the legal profession's independence from undue government domination. An independent legal profession is an important force in preserving government under law, for abuse of legal authority is more readily challenged by a profession whose members are not dependent on the executive and legislative branches of government for the right to practice. Supervision by an independent judiciary, and conformity with the rules the judiciary adopts for the profession, assures both independence and responsibility.

Thus, every lawyer is responsible for observance of the Rules of Professional Conduct. A lawyer should also aid in securing their observance by other lawyers. Neglect of these responsibilities compromises the independence of the profession and the public interest that it serves.

Scope:

The Rules of Professional Conduct are rules of reason. They should be interpreted with reference to the purposes of legal representation and of the law itself. Some of the rules are imperatives, cast in the terms of "must," "must not," or "may not." These define proper conduct for purposes of professional discipline. Others, generally cast in the term "may," are permissive and define areas under the rules in which the lawyer has discretion to exercise professional judgment. No disciplinary action should be taken when the lawyer chooses not to act or acts within the bounds of that discretion. Other rules define the nature of relationships between the lawyer and others. The rules are thus partly obligatory and disciplinary and partly constitutive and descriptive in that they define a lawyer's professional role.

The comment accompanying each rule explains and illustrates the meaning and purpose of the rule. The comments are intended only as guides to interpretation, whereas the text of each rule is authoritative. Thus, comments, even when they use the term ""should," do not add obligations to the rules but merely provide guidance for practicing in compliance with the rules.

The rules presuppose a larger legal context shaping the lawyer's role. That context includes court rules and statutes relating to matters of licensure, laws defining specific obligations of lawyers, and substantive and procedural law in general. Compliance with the rules, as with all law in an open society, depends primarily upon understanding and voluntary compliance, secondarily upon reinforcement by peer and public opinion, and finally, when necessary, upon enforcement through disciplinary proceedings. The rules do not, however, exhaust the moral and ethical considerations that should inform a lawyer, for no worthwhile human activity can be completely defined by legal rules. The rules simply provide a framework for the ethical practice of law. The comments are sometimes used to alert lawyers to their responsibilities under other law.

Furthermore, for purposes of determining the lawyer's authority and responsibility, principles of substantive law external to these

rules determine whether a client-lawyer relationship exists. Most of the duties flowing from the client-lawyer relationship attach only after the client has requested the lawyer to render legal services and the lawyer has agreed to do so. But there are some duties, for example confidentiality under rule 4-1.6, which attach when the lawyer agrees to consider whether a client-lawyer relationship will be established. See rule 4-1.18. Whether a client-lawyer relationship exists for any specific purpose can depend on the circumstances and may be a question of fact.

Failure to comply with an obligation or prohibition imposed by a rule is a basis for invoking the disciplinary process. The rules presuppose that disciplinary assessment of a lawyer's conduct will be made on the basis of the facts and circumstances as they existed at the time of the conduct in question in recognition of the fact that a lawyer often has to act upon uncertain or incomplete evidence of the situation. Moreover, the rules presuppose that whether discipline should be imposed for a violation, and the severity of a sanction, depend on all the circumstances, such as the willfulness and seriousness of the violation, extenuating factors, and whether there have been previous violations.

Violation of a rule should not itself give rise to a cause of action against a lawyer nor should it create any presumption that a legal duty has been breached. In addition, violation of a rule does not necessarily warrant any other nondisciplinary remedy, such as disqualification of a lawyer in pending litigation. The rules are designed to provide guidance to lawyers and to provide a structure for regulating conduct through disciplinary agencies. They are not designed to be a basis for civil liability. Furthermore, the purpose of the rules can be subverted when they are invoked by opposing parties as procedural weapons. The fact that a rule is a just basis for a lawyer's self-assessment, or for sanctioning a lawyer under the administration of a disciplinary authority, does not imply that an antagonist in a collateral proceeding or transaction has standing to seek enforcement of the rule. Accordingly, nothing in the rules should be deemed to augment any substantive legal duty of lawyers or the extra-disciplinary consequences of violating a substantive legal duty. Nevertheless, since the rules do establish standards of

conduct by lawyers, a lawyer's violation of a rule may be evidence of a breach of the applicable standard of conduct.

Terminology:

"Belief" or "believes" denotes that the person involved actually supposed the fact in question to be true. A person's belief may be inferred from circumstances.

"Consult" or "consultation" denotes communication of information reasonably sufficient to permit the client to appreciate the significance of the matter in question.

"Confirmed in writing," when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. See "informed consent" below. If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time.

"Firm" or "law firm" denotes a lawyer or lawyers in a law partnership, professional corporation, sole proprietorship, or other association authorized to practice law; or lawyers employed in the legal department of a corporation or other organization.

"Fraud" or "fraudulent" denotes conduct having a purpose to deceive and not merely negligent misrepresentation or failure to apprise another of relevant information.

"Informed consent" denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct.

"Knowingly," "known," or "knows" denotes actual knowledge of the fact in question. A person's knowledge may be inferred from circumstances.

"Lawyer" denotes a person who is a member of The Florida Bar or otherwise authorized to practice in the state of Florida.

"Partner" denotes a member of a partnership and a shareholder in a law firm organized as a professional corporation, or a member of an association authorized to practice law.

"Reasonable" or "reasonably" when used in relation to conduct by a lawyer denotes the conduct of a reasonably prudent and competent lawyer.

"Reasonable belief" or "reasonably believes" when used in reference to a lawyer denotes that the lawyer believes the matter in question and that the circumstances are such that the belief is reasonable.

"Reasonably should know" when used in reference to a lawyer denotes that a lawyer of reasonable prudence and competence would ascertain the matter in question.

"Screened" denotes the isolation of a lawyer from any participation in a matter through the timely imposition of procedures within a firm that are reasonably adequate under the circumstances to protect information that the isolated lawyer is obligated to protect under these rules or other law.

"Substantial" when used in reference to degree or extent denotes a material matter of clear and weighty importance.

"Tribunal" denotes a court, an arbitrator in a binding arbitration proceeding, or a legislative body, administrative agency, or other body acting in an adjudicative capacity. A legislative body, administrative agency, or other body acts in an adjudicative capacity when a neutral official, after the presentation of evidence or legal argument by a party or parties, will render a binding legal judgment directly affecting a party's interests in a particular matter.

"Writing" or "written" denotes a tangible or electronic record of a communication or representation, including handwriting, typewriting, printing, photostating, photography, audio or video recording, and electronic communications. A "signed" writing

includes an electronic sound, symbol or process attached to or logically associated with a writing and executed or adopted by a person with the intent to sign the writing.

Comment

Confirmed in writing

If it is not feasible to obtain or transmit a written confirmation at the time the client gives informed consent, then the lawyer must obtain or transmit it within a reasonable time. If a lawyer has obtained a client's informed consent, the lawyer may act in reliance on that consent so long as it is confirmed in writing within a reasonable time.

Firm

Whether 2 or more lawyers constitute a firm above can depend on the specific facts. For example, 2 practitioners who share office space and occasionally consult or assist each other ordinarily would not be regarded as constituting a firm. However, if they present themselves to the public in a way that suggests that they are a firm or conduct themselves as a firm, they should be regarded as a firm for purposes of the rules. The terms of any formal agreement between associated lawyers are relevant in determining whether they are a firm, as is the fact that they have mutual access to information concerning the clients they serve. Furthermore, it is relevant in doubtful cases to consider the underlying purpose of the rule that is involved. A group of lawyers could be regarded as a firm for purposes of the rule that the same lawyer should not represent opposing parties in litigation, while it might not be so regarded for purposes of the rule that information acquired by 1 lawyer is attributed to another.

With respect to the law department of an organization, including the government, there is ordinarily no question that the members of the department constitute a firm within the meaning of the Rules of Professional Conduct. There can be uncertainty, however, as to the identity of the client. For example, it may not be clear whether the law department of a corporation represents a subsidiary or an affiliated corporation, as well as the corporation by which the

members of the department are directly employed. A similar question can arise concerning an unincorporated association and its local affiliates.

Similar questions can also arise with respect to lawyers in legal aid and legal services organizations. Depending upon the structure of the organization, the entire organization or different components of it may constitute a firm or firms for purposes of these rules.

Fraud

When used in these rules, the terms "fraud" or "fraudulent" refer to conduct that has a purpose to deceive. This does not include merely negligent misrepresentation or negligent failure to apprise another of relevant information. For purposes of these rules, it is not necessary that anyone has suffered damages or relied on the misrepresentation or failure to inform.

Informed consent

Many of the Rules of Professional Conduct require the lawyer to obtain the informed consent of a client or other person (e.g., a former client or, under certain circumstances, a prospective client) before accepting or continuing representation or pursuing a course of conduct. See, e.g., rules 4-1.2(c), 4-1.6(a), 4-1.7(b), and 4-1.18. The communication necessary to obtain consent will vary according to the rule involved and the circumstances giving rise to the need to obtain informed consent. The lawyer must make reasonable efforts to ensure that the client or other person possesses information reasonably adequate to make an informed decision. Ordinarily, this will require communication that includes a disclosure of the facts and circumstances giving rise to the situation, any explanation reasonably necessary to inform the client or other person of the material advantages and disadvantages of the proposed course of conduct and a discussion of the client's or other person's options and alternatives. In some circumstances it may be appropriate for a lawyer to advise a client or other person to seek the advice of other counsel. A lawyer need not inform a client or other person of facts or implications already known to the client or other person; nevertheless, a lawyer who does not personally inform the client or

other person assumes the risk that the client or other person is inadequately informed and the consent is invalid. In determining whether the information and explanation provided are reasonably adequate, relevant factors include whether the client or other person is experienced in legal matters generally and in making decisions of the type involved, and whether the client or other person is independently represented by other counsel in giving the consent. Normally, these persons need less information and explanation than others, and generally a client or other person who is independently represented by other counsel in giving the consent should be assumed to have given informed consent.

Obtaining informed consent will usually require an affirmative response by the client or other person. In general, a lawyer may not assume consent from a client's or other person's silence. Consent may be inferred, however, from the conduct of a client or other person who has reasonably adequate information about the matter. A number of rules state that a person's consent be confirmed in writing. See, e.g., rule 4-1.7(b). For a definition of "writing" and "confirmed in writing," see terminology above. Other rules require that a client's consent be obtained in a writing signed by the client. See, e.g., rule 4-1.8(a). For a definition of "signed," see terminology above.

Screened

This definition applies to situations where screening of a personally disqualified lawyer is permitted to remove imputation of a conflict of interest under rules 4-1.11, 4-1.12, or 4-1.18.

The purpose of screening is to assure the affected parties that confidential information known by the personally disqualified lawyer remains protected. The personally disqualified lawyer should acknowledge the obligation not to communicate with any of the other lawyers in the firm with respect to the matter. Similarly, other lawyers in the firm who are working on the matter should be informed that the screening is in place and that they may not communicate with the personally disqualified lawyer with respect to the matter. Additional screening measures that are appropriate for the particular matter will depend on the circumstances. To

implement, reinforce, and remind all affected lawyers of the presence of the screening, it may be appropriate for the firm to undertake these procedures as a written undertaking by the screened lawyer to avoid any communication with other firm personnel and any contact with any firm files or other information, including information in electronic form, relating to the matter, written notice and instructions to all other firm personnel forbidding any communication with the screened lawyer relating to the matter, denial of access by the screened lawyer to firm files or other information, including information in electronic form, relating to the matter, and periodic reminders of the screen to the screened lawyer and all other firm personnel.

In order to be effective, screening measures must be implemented as soon as practicable after a lawyer or law firm knows or reasonably should know that there is a need for screening.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended May 21, 2015, corrected June 25, 2015, effective October 1, 2015 (164 So.3d 1217), amended November 9, 2017, effective February 1, 2018 (234 So.3d 577).

4-1. CLIENT-LAWYER RELATIONSHIP
RULE 4-1.1 COMPETENCE

A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

Comment

Legal knowledge and skill

In determining whether a lawyer employs the requisite knowledge and skill in a particular matter, relevant factors include the relative complexity and specialized nature of the matter, the lawyer's general experience, the lawyer's training and experience in the field in question, the preparation and study the lawyer is able to give the matter, and whether it is feasible to refer the matter to, or

otherwise be prohibited by this rule. Whether a lawyer may be required to take additional steps in order to comply with other law, for example state and federal laws that govern data privacy, is beyond the scope of these rules.

Former client

The duty of confidentiality continues after the client-lawyer relationship has terminated. See rule 4-1.9 for the prohibition against using such information to the disadvantage of the former client.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended Oct. 20, 1994 (644 So.2d 282); March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended July 7, 2011, effective October 1, 2011 (67 So. 3d 1037); amended May 29, 2014, effective June 1, 2014 (140 So. 3d 541); amended June 11, 2015, effective October 1, 2015 (167 So.3d 412); amended March 16, 2023, effective May 15, 2023 (SC22-1292).

RULE 4-1.7 CONFLICT OF INTEREST; CURRENT CLIENTS

(a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer must not represent a client if:

(1) the representation of 1 client will be directly adverse to another client; or

(2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Informed Consent. Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.

(c) Explanation to Clients. When representation of multiple clients in a single matter is undertaken, the consultation must include an explanation of the implications of the common representation and the advantages and risks involved.

(d) Lawyers Related by Blood, Adoption, or Marriage. A lawyer related by blood, adoption, or marriage to another lawyer as parent, child, sibling, or spouse must not represent a client in a representation directly adverse to a person who the lawyer knows is represented by the other lawyer except with the client's informed consent, confirmed in writing or clearly stated on the record at a hearing.

(e) Representation of Insureds. Upon undertaking the representation of an insured client at the expense of the insurer, a lawyer has a duty to ascertain whether the lawyer will be representing both the insurer and the insured as clients, or only the insured, and to inform both the insured and the insurer regarding the scope of the representation. All other Rules Regulating The Florida Bar related to conflicts of interest apply to the representation as they would in any other situation.

Comment

Loyalty to a client

Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. Conflicts of interest can arise from the lawyer's responsibilities to another client, a former client or a third person, or from the lawyer's own interests. For specific rules regarding certain conflicts of interest, see rule 4-1.8. For former client conflicts of interest, see rule 4-1.9. For conflicts of interest involving prospective clients, see rule 4-1.18. For definitions of "informed consent" and "confirmed in writing," see terminology.

An impermissible conflict of interest may exist before representation is undertaken, in which event the representation should be declined. If such a conflict arises after representation has been undertaken, the lawyer should withdraw from the representation. See rule 4-1.16. Where more than 1 client is involved and the lawyer withdraws because a conflict arises after representation, whether the lawyer may continue to represent any of the clients is determined by rule 4-1.9. As to whether a client-lawyer relationship exists or, having once been established, is continuing, see comment to rule 4-1.3 and scope.

As a general proposition, loyalty to a client prohibits undertaking representation directly adverse to that client's or another client's interests without the affected client's consent. Subdivision (a)(1) expresses that general rule. Thus, a lawyer ordinarily may not act as advocate against a person the lawyer represents in some other matter, even if it is wholly unrelated. On the other hand, simultaneous representation in unrelated matters of clients whose interests are only generally adverse, such as competing economic enterprises, does not require consent of the respective clients. Subdivision (a)(1) applies only when the representation of 1 client would be directly adverse to the other and where the lawyer's responsibilities of loyalty and confidentiality of the other client might be compromised.

Loyalty to a client is also impaired when a lawyer cannot consider, recommend, or carry out an appropriate course of action for the client because of the lawyer's other responsibilities or interests. The conflict in effect forecloses alternatives that would otherwise be available to the client. Subdivision (a)(2) addresses such situations. A possible conflict does not itself preclude the representation. The critical questions are the likelihood that a conflict will eventuate and, if it does, whether it will materially interfere with the lawyer's independent professional judgment in considering alternatives or foreclose courses of action that reasonably should be pursued on behalf of the client. Consideration should be given to whether the client wishes to accommodate the other interest involved.

Consultation and consent

A client may consent to representation notwithstanding a conflict. However, as indicated in subdivision (a)(1) with respect to representation directly adverse to a client and subdivision (a)(2) with respect to material limitations on representation of a client, when a disinterested lawyer would conclude that the client should not agree to the representation under the circumstances, the lawyer involved cannot properly ask for such agreement or provide representation on the basis of the client's consent. When more than 1 client is involved, the question of conflict must be resolved as to each client. Moreover, there may be circumstances where it is impossible to make the disclosure necessary to obtain consent. For example, when the lawyer represents different clients in related matters and 1 of the clients refuses to consent to the disclosure necessary to permit the other client to make an informed decision, the lawyer cannot properly ask the latter to consent.

Lawyer's interests

The lawyer's own interests should not be permitted to have adverse effect on representation of a client. For example, a lawyer's need for income should not lead the lawyer to undertake matters that cannot be handled competently and at a reasonable fee. See rules 4-1.1 and 4-1.5. If the probity of a lawyer's own conduct in a transaction is in serious question, it may be difficult or impossible for the lawyer to give a client detached advice. A lawyer may not allow related business interests to affect representation, for example, by referring clients to an enterprise in which the lawyer has an undisclosed interest.

Conflicts in litigation

Subdivision (a)(1) prohibits representation of opposing parties in litigation. Simultaneous representation of parties whose interests in litigation may conflict, such as co-plaintiffs or co-defendants, is governed by subdivisions (a), (b), and (c). An impermissible conflict may exist by reason of substantial discrepancy in the parties' testimony, incompatibility in positions in relation to an opposing party, or the fact that there are substantially different possibilities

of settlement of the claims or liabilities in question. Such conflicts can arise in criminal cases as well as civil. The potential for conflict of interest in representing multiple defendants in a criminal case is so grave that ordinarily a lawyer should decline to represent more than 1 co-defendant. On the other hand, common representation of persons having similar interests is proper if the risk of adverse effect is minimal and the requirements of subdivisions (b) and (c) are met.

Ordinarily, a lawyer may not act as advocate against a client the lawyer represents in some other matter, even if the other matter is wholly unrelated. However, there are circumstances in which a lawyer may act as advocate against a client. For example, a lawyer representing an enterprise with diverse operations may accept employment as an advocate against the enterprise in an unrelated matter if doing so will not adversely affect the lawyer's relationship with the enterprise or conduct of the suit and if both clients consent upon consultation. By the same token, government lawyers in some circumstances may represent government employees in proceedings in which a government agency is the opposing party. The propriety of concurrent representation can depend on the nature of the litigation. For example, a suit charging fraud entails conflict to a degree not involved in a suit for a declaratory judgment concerning statutory interpretation.

A lawyer may represent parties having antagonistic positions on a legal question that has arisen in different cases, unless representation of either client would be adversely affected. Thus, it is ordinarily not improper to assert such positions in cases pending in different trial courts, but it may be improper to do so in cases pending at the same time in an appellate court.

Interest of person paying for a lawyer's service

A lawyer may be paid from a source other than the client, if the client is informed of that fact and consents and the arrangement does not compromise the lawyer's duty of loyalty to the client. See rule 4-1.8(f). For example, when an insurer and its insured have conflicting interests in a matter arising from a liability insurance agreement and the insurer is required to provide special counsel for

the insured, the arrangement should assure the special counsel's professional independence. So also, when a corporation and its directors or employees are involved in a controversy in which they have conflicting interests, the corporation may provide funds for separate legal representation of the directors or employees, if the clients consent after consultation and the arrangement ensures the lawyer's professional independence.

Other conflict situations

Conflicts of interest in contexts other than litigation sometimes may be difficult to assess. Relevant factors in determining whether there is potential for adverse effect include the duration and intimacy of the lawyer's relationship with the client or clients involved, the functions being performed by the lawyer, the likelihood that actual conflict will arise, and the likely prejudice to the client from the conflict if it does arise. The question is often one of proximity and degree.

For example, a lawyer may not represent multiple parties to a negotiation whose interests are fundamentally antagonistic to each other, but common representation is permissible where the clients are generally aligned in interest even though there is some difference of interest among them.

Conflict questions may also arise in estate planning and estate administration. A lawyer may be called upon to prepare wills for several family members, such as husband and wife, and, depending upon the circumstances, a conflict of interest may arise. In estate administration the identity of the client may be unclear under the law of some jurisdictions. In Florida, the personal representative is the client rather than the estate or the beneficiaries. The lawyer should make clear the relationship to the parties involved.

A lawyer for a corporation or other organization who is also a member of its board of directors should determine whether the responsibilities of the 2 roles may conflict. The lawyer may be called on to advise the corporation in matters involving actions of the directors. Consideration should be given to the frequency with which such situations may arise, the potential intensity of the

conflict, the effect of the lawyer's resignation from the board, and the possibility of the corporation's obtaining legal advice from another lawyer in such situations. If there is material risk that the dual role will compromise the lawyer's independence of professional judgment, the lawyer should not serve as a director.

Conflict charged by an opposing party

Resolving questions of conflict of interest is primarily the responsibility of the lawyer undertaking the representation. In litigation, a court may raise the question when there is reason to infer that the lawyer has neglected the responsibility. In a criminal case, inquiry by the court is generally required when a lawyer represents multiple defendants. Where the conflict is such as clearly to call in question the fair or efficient administration of justice, opposing counsel may properly raise the question. Such an objection should be viewed with caution, however, for it can be misused as a technique of harassment. See scope.

Family relationships between lawyers

Rule 4-1.7(d) applies to related lawyers who are in different firms. Related lawyers in the same firm are also governed by rules 4-1.9 and 4-1.10. The disqualification stated in rule 4-1.7(d) is personal and is not imputed to members of firms with whom the lawyers are associated. The purpose of Rule 4-1.7(d) is to prohibit representation of adverse interests, unless informed consent is given by the client, by a lawyer related to another lawyer by blood, adoption, or marriage as a parent, child, sibling, or spouse so as to include those with biological or adopted children and within relations by marriage those who would be considered in-laws and stepchildren and stepparents.

Representation of insureds

The unique tripartite relationship of insured, insurer, and lawyer can lead to ambiguity as to whom a lawyer represents. In a particular case, the lawyer may represent only the insured, with the insurer having the status of a non-client third party payor of the lawyer's fees. Alternatively, the lawyer may represent both as dual clients, in the absence of a disqualifying conflict of interest, upon

compliance with applicable rules. Establishing clarity as to the role of the lawyer at the inception of the representation avoids misunderstanding that may ethically compromise the lawyer. This is a general duty of every lawyer undertaking representation of a client, which is made specific in this context due to the desire to minimize confusion and inconsistent expectations that may arise.

Consent confirmed in writing or stated on the record at a hearing

Subdivision (b) requires the lawyer to obtain the informed consent of the client, confirmed in writing or clearly stated on the record at a hearing. With regard to being confirmed in writing, such a writing may consist of a document executed by the client or one that the lawyer promptly records and transmits to the client following an oral consent. See terminology. If it is not feasible to obtain or transmit the writing at the time the client gives informed consent, then the lawyer must obtain or transmit it within a reasonable time afterwards. See terminology. The requirement of a writing does not supplant the need in most cases for the lawyer to talk with the client, to explain the risks and advantages, if any, of representation burdened with a conflict of interest, as well as reasonably available alternatives, and to afford the client a reasonable opportunity to consider the risks and alternatives and to raise questions and concerns. Rather, the writing is required in order to impress upon clients the seriousness of the decision the client is being asked to make and to avoid disputes or ambiguities that might later occur in the absence of a writing.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended January 23, 2003, effective July 1, 2003 (838 So.2d 1140); amended March 23, 2006, effective May 22, 2006, revised opinion issued June 29, 2006 (933 So.2d 417); amended May 29, 2014, effective June 1, 2014 (140 So.3d 541).

RULE 4-1.8 CONFLICT OF INTEREST; PROHIBITED AND OTHER TRANSACTIONS

(a) Business Transactions With or Acquiring Interest Adverse to Client. A lawyer is prohibited from entering into a

needs for fully informing clients exist, as recognized in rules 4-1.7(c) and 4-1.8(f).

Imputation of prohibitions

Under subdivision (k), a prohibition on conduct by an individual lawyer in subdivisions (a) through (i) also applies to all lawyers associated in a firm with the personally prohibited lawyer. For example, 1 lawyer in a firm may not enter into a business transaction with a client of another member of the firm without complying with subdivision (a), even if the first lawyer is not personally involved in the representation of the client.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended April 25, 2002 (820 So.2d 210); amended May 20, 2004 (875 So.2d 448); amended March 23, 2006, effective, May 22, 2006 (933 So.2d 417); amended November 19, 2009, effective February 1, 2010 (24 So.3d 63); amended November 9, 2017, effective February 1, 2018 (234 So. 3d 577).

RULE 4-1.9 CONFLICT OF INTEREST; FORMER CLIENT

A lawyer who has formerly represented a client in a matter must not afterwards:

(a) represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent;

(b) use information relating to the representation to the disadvantage of the former client except as these rules would permit or require with respect to a client or when the information has become generally known; or

(c) reveal information relating to the representation except as these rules would permit or require with respect to a client.

Comment

After termination of a client-lawyer relationship, a lawyer may not represent another client except in conformity with this rule.

The principles in rule 4-1.7 determine whether the interests of the present and former client are adverse. Thus, a lawyer could not properly seek to rescind on behalf of a new client a contract drafted on behalf of the former client. So also a lawyer who has prosecuted an accused person could not properly represent the accused in a subsequent civil action against the government concerning the same transaction.

The scope of a "matter" for purposes of rule 4-1.9(a) may depend on the facts of a particular situation or transaction. The lawyer's involvement in a matter can also be a question of degree. When a lawyer has been directly involved in a specific transaction, subsequent representation of other clients with materially adverse interests clearly is prohibited. On the other hand, a lawyer who recurrently handled a type of problem for a former client is not precluded from later representing another client in a wholly distinct problem of that type even though the subsequent representation involves a position adverse to the prior client. Similar considerations can apply to the reassignment of military lawyers between defense and prosecution functions within the same military jurisdiction. The underlying question is whether the lawyer was so involved in the matter that the subsequent representation can be justly regarded as a changing of sides in the matter in question.

Matters are "substantially related" for purposes of this rule if they involve the same transaction or legal dispute, or if the current matter would involve the lawyer attacking work that the lawyer performed for the former client. For example, a lawyer who has previously represented a client in securing environmental permits to build a shopping center would be precluded from representing neighbors seeking to oppose rezoning of the property on the basis of environmental considerations; however, the lawyer would not be precluded, on the grounds of substantial relationship, from defending a tenant of the completed shopping center in resisting eviction for nonpayment of rent.

Lawyers owe confidentiality obligations to former clients, and thus information acquired by the lawyer in the course of representing a client may not subsequently be used by the lawyer to

the disadvantage of the client without the former client's consent. However, the fact that a lawyer has once served a client does not preclude the lawyer from using generally known information about that client when later representing another client. Information that has been widely disseminated by the media to the public, or that typically would be obtained by any reasonably prudent lawyer who had never represented the former client, should be considered generally known and ordinarily will not be disqualifying. The essential question is whether, but for having represented the former client, the lawyer would know or discover the information.

Information acquired in a prior representation may have been rendered obsolete by the passage of time. In the case of an organizational client, general knowledge of the client's policies and practices ordinarily will not preclude a subsequent representation; on the other hand, knowledge of specific facts gained in a prior representation that are relevant to the matter in question ordinarily will preclude such a representation. A former client is not required to reveal the confidential information learned by the lawyer in order to establish a substantial risk that the lawyer has confidential information to use in the subsequent matter. A conclusion about the possession of such information may be based on the nature of the services the lawyer provided the former client and information that would in ordinary practice be learned by a lawyer providing such services.

The provisions of this rule are for the protection of clients and can be waived if the former client gives informed consent. See terminology.

With regard to an opposing party's raising a question of conflict of interest, see comment to rule 4-1.7. With regard to disqualification of a firm with which a lawyer is associated, see rule 4-1.10.

Amended July 23, 1992, effective January 1, 1993 (605 So.2d 252); amended April 25, 2002 (820 So.2d 210); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended November 19, 2009, effective February 1, 2010 (24 So.3d 63); amended May 29, 2014, effective June 1, 2014 (140 So.3d 541).

RULE 4-1.11 SPECIAL CONFLICTS OF INTEREST FOR FORMER AND CURRENT GOVERNMENT OFFICERS AND EMPLOYEES

(a) Representation of Private Client by Former Public Officer or Employee. A lawyer who has formerly served as a public officer or employee of the government:

(1) is subject to rule 4-1.9(b) and (c); and

(2) shall not otherwise represent a client in connection with a matter in which the lawyer participated personally and substantially as a public officer or employee, unless the appropriate government agency gives its informed consent, confirmed in writing, to the representation.

(b) Representation by Another Member of the Firm. When a lawyer is disqualified from representation under subdivision (a), no lawyer in a firm with which that lawyer is associated may knowingly undertake or continue representation in such a matter unless:

(1) the disqualified lawyer is timely screened from any participation in the matter and is directly apportioned no part of the fee therefrom; and

(2) written notice is promptly given to the appropriate government agency to enable it to ascertain compliance with the provisions of this rule.

(c) Use of Confidential Government Information. A lawyer having information that the lawyer knows is confidential government information about a person acquired when the lawyer was a public officer or employee may not represent a private client whose interests are adverse to that person in a matter in which the information could be used to the material disadvantage of that person. As used in this rule, the term "confidential government information" means information that has been obtained under governmental authority and which, at the time this rule is applied, the government is prohibited by law from disclosing to the public or has a legal privilege not to disclose and which is not otherwise available to the public. A firm with which that lawyer is associated may undertake or continue representation in the matter only if the

disqualified lawyer is screened from any participation in the matter and is apportioned no part of the fee therefrom.

(d) Limits on Participation of Public Officer or Employee. A lawyer currently serving as a public officer or employee:

(1) is subject to rules 4-1.7 and 4-1.9; and

(2) shall not:

(A) participate in a matter in which the lawyer participated personally and substantially while in private practice or nongovernmental employment, unless the appropriate government agency gives its informed consent; or

(B) negotiate for private employment with any person who is involved as a party or as attorney for a party in a matter in which the lawyer is participating personally and substantially.

(e) Matter Defined. As used in this rule, the term "matter" includes:

(1) any judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, investigation, charge, accusation, arrest, or other particular matter involving a specific party or parties; and

(2) any other matter covered by the conflict of interest rules of the appropriate government agency.

Comment

A lawyer who has served or is currently serving as a public officer or employee is personally subject to the rules of professional conduct, including the prohibition against concurrent conflicts of interest stated in rule 4-1.7. In addition, such a lawyer may be subject to statutes and government regulations regarding conflict of interest. Such statutes and regulations may circumscribe the extent to which the government agency may give consent under this rule. See terminology for definition of informed consent.

Subdivisions (a)(1), (a)(2), and (d)(1) restate the obligations of an individual lawyer who has served or is currently serving as an officer or employee of the government toward a former government or private client. Rule 4-1.10 is not applicable to the conflicts of interest addressed by this rule. Rather, subdivision (b) sets forth a special imputation rule for former government lawyers that provides for screening and notice. Because of the special problems raised by imputation within a government agency, subdivision (d) does not impute the conflicts of a lawyer currently serving as an officer or employee of the government to other associated government officers or employees, although ordinarily it will be prudent to screen such lawyers.

Subdivisions (a)(2) and (d)(2) apply regardless of whether a lawyer is adverse to a former client and are thus designed not only to protect the former client, but also to prevent a lawyer from exploiting public office for the advantage of another client. For example, a lawyer who has pursued a claim on behalf of the government may not pursue the same claim on behalf of a later private client after the lawyer has left government service, except when authorized to do so by the government agency under subdivision (a). Similarly, a lawyer who has pursued a claim on behalf of a private client may not pursue the claim on behalf of the government, except when authorized to do so by subdivision (d). As with subdivisions (a)(1) and (d)(1), rule 4-1.10 is not applicable to the conflicts of interest addressed by these subdivisions.

This rule represents a balancing of interests. On the one hand, where the successive clients are a government agency and another client, public or private, the risk exists that power or discretion vested in that agency might be used for the special benefit of the other client. A lawyer should not be in a position where benefit to the other client might affect performance of the lawyer's professional functions on behalf of the government. Also, unfair advantage could accrue to the other client by reason of access to confidential government information about the client's adversary obtainable only through the lawyer's government service. On the other hand, the rules governing lawyers presently or formerly employed by a government agency should not be so restrictive as to

inhibit transfer of employment to and from the government. The government has a legitimate need to attract qualified lawyers as well as to maintain high ethical standards. Thus, a former government lawyer is disqualified only from particular matters in which the lawyer participated personally and substantially. The provisions for screening and waiver in subdivision (b) are necessary to prevent the disqualification rule from imposing too severe a deterrent against entering public service. The limitation of disqualification in subdivisions (a)(2) and (d)(2) to matters involving a specific party or parties, rather than extending disqualification to all substantive issues on which the lawyer worked, serves a similar function.

When a lawyer has been employed by 1 government agency and then moves to a second government agency, it may be appropriate to treat that second agency as another client for purposes of this rule, as when a lawyer is employed by a city and subsequently is employed by a federal agency. However, because the conflict of interest is governed by subdivision (d), the latter agency is not required to screen the lawyer as subdivision (b) requires a law firm to do. The question of whether 2 government agencies should be regarded as the same or different clients for conflict of interest purposes is beyond the scope of these rules. See rule 4-1.13 comment, government agency.

Subdivisions (b) and (c) contemplate a screening arrangement. See terminology (requirements for screening procedures). These subdivisions do not prohibit a lawyer from receiving a salary or partnership share established by prior independent agreement, but that lawyer may not receive compensation directly relating the attorney's compensation to the fee in the matter in which the lawyer is disqualified.

Notice, including a description of the screened lawyer's prior representation and of the screening procedures employed, generally should be given as soon as practicable after the need for screening becomes apparent.

Subdivision (c) operates only when the lawyer in question has knowledge of the information, which means actual knowledge; it

does not operate with respect to information that merely could be imputed to the lawyer.

Subdivisions (a) and (d) do not prohibit a lawyer from jointly representing a private party and a government agency when doing so is permitted by rule 4-1.7 and is not otherwise prohibited by law.

For purposes of subdivision (e) of this rule, a "matter" may continue in another form. In determining whether 2 particular matters are the same, the lawyer should consider the extent to which the matters involve the same basic facts, the same or related parties, and the time elapsed.

Amended July 23, 1992, effective Jan. 1, 1993 (605 So.2d 252); amended March 23, 2006, effective May 22, 2006 (933 So.2d 417); amended July 7, 2011, effective October 1, 2011 (67 So.3d 1037).

RULE 4-1.12 FORMER JUDGE OR ARBITRATOR, MEDIATOR OR OTHER THIRD-PARTY NEUTRAL

(a) Representation of Private Client by Former Judge, Law Clerk, or Other Third-Party Neutral. Except as stated in subdivision (d), a lawyer shall not represent anyone in connection with a matter in which the lawyer participated personally and substantially as a judge or other adjudicative officer or law clerk to such a person or as an arbitrator, mediator, or other third-party neutral, unless all parties to the proceeding give informed consent, confirmed in writing.

(b) Negotiation of Employment by Judge, Law Clerk, or Other Third-Party Neutral. A lawyer shall not negotiate for employment with any person who is involved as a party or as attorney for a party in a matter in which the lawyer is participating personally and substantially as a judge or other adjudicative officer or as an arbitrator, mediator, or other third-party neutral. A lawyer serving as a law clerk to a judge or other adjudicative officer may negotiate for employment with a party or attorney involved in a matter in which the clerk is participating personally and substantially, but only after the lawyer has notified the judge or other adjudicative officer.

AGREEMENT CONCERNING CONTINUED LEGAL REPRESENTATION IN SPECIFIC MATTERS BY FORMER CITY ATTORNEYS

THIS AGREEMENT CONCERNING CONTINUED LEGAL REPRESENTATION IN SPECIFIC MATTERS BY FORMER CITY ATTORNEYS is entered into this October 23, 2022, by and between:

- The City of Ocala, a Florida municipal corporation ("City"); and
- The following in their individual capacities and as members of the law firm of Gooding & Batsel, PLLC, a Florida professional limited liability company (the "GB Firm"):
    - Robert W. Batsel, Jr. ("Batsel"); and
    - W. James Gooding III ("Gooding").

(GB Firm, Batsel and Gooding are collectively referred to as "Attorneys").

WHEREAS:

A. Batsel currently serves as the City Attorney, and Gooding currently serves as an Assistant City Attorney, pursuant to that certain "City Attorney Agreement" dated October 21, 2020 ("City Attorney Agreement").

B. The term of the City Attorney Agreement expires on October 31, 2022.

C. The City has retained a new City Attorney who assumed office on October 1, 2022.

D. Attorneys are currently representing City in a number of matters, including the particular matters (the "Ongoing Matters") defined below.

E. City has determined that it is in the best interest of the City for Attorneys to continue to represent City in connection with the Ongoing Matters.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

1. **Ongoing Matters**. City hereby engages Attorneys to perform legal services concerning the following matters (the "Ongoing Matters"):

    1.1. That certain action styled *City of Ocala v. Wanda Hampton, et al*, Case No.: 21-1011-CA pending in the Circuit Court of Marion County, Florida.

    1.2. Closing the transactions arising under various agreements between City, on the one hand, and the following entities, on the other hand, concerning the construction of NW 44th Avenue:

        1.2.1. W.G. One Corp, a Nevada corporation, as Trustee of the Wintergreen B.T., a business trust ("WC");

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1.2.2. Country Green, LP, a Nevada limited liability partnership ("Country Green"); and

1.2.3. KAS Ocala, LLC, a Florida limited liability company ("KAS"), on the other hand.

1.3. Filing and completing an action to quiet title to property recently acquired from Mt. Moriah Missionary Baptist Church, Inc.

1.4. Performing due diligence and closing the transaction concerning the purchase of property from IOM, LLC, a Florida limited liability company.

1.5. Assisting with due diligence and closing the transaction concerning the sale of property adjacent to Ocala International Airport to Seefried Industrial Properties, Inc., a Georgia corporation.

1.6. Handling the conveyance private roads within the subdivision known as "Hidden Village" to the City.

1.7. Asssiting with the replat of property within the boundaries of an area commonly known as "Imagine North Magnolia."

1.8. Completing negotiations of that certain Lease Agreement with Burrell Aviation Ocala, LLC, a Delaware limited liability company.

1.9. Completing negotiations concerning that certain Amendment to Lease Agreement with Sheltair Ocala, LLC, a Florida limited liability company.

2. **Term of Agreement**.

2.1. This Agreement shall be for a term of one (1) year whereupon it shall be automatically extended for consecutive periods of one (1) year unless terminated under other provisions of this Agreement.

2.2. The term of this Agreement as to each Specific Matter specified in paragraph 1 shall terminate upon the conclusion of such matter.

2.3. Any party may terminate this Agreement as to all Ongoing Matters or for a specific Ongoing Matter by providing at least one (1) month advance written notice of its intent to terminate this Agreement. Notwithstanding the foregoing, Attorneys may not withdraw from the representation of City in any litigation except as permitted by the Court in which such litigation is pending and pursuant to applicable laws and procedures.

3. **Supervision by City Attorney**.

3.1. As attorneys, the Attorneys are obligated to exercise their best judgment and to comply with the Rules of Professional Conduct in their representation of City.

3.2. Notwithstanding the foregoing, Attorneys shall consult with the City Attorney in connection with the Ongoing Matters and, to the extent that they may do so and still comply with their professional obligations to City, shall follow the direction of the City Attorney; in the event that they cannot do so, Attorneys may terminate this Agreement pursuant to paragraph 2.3 above.

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4. **Compensation**. City shall compensate the GB Firm as follows:

4.1. The Attorneys shall be paid an hourly rate of $325.00 per hour for all services provided.

4.2. A detailed breakdown of services performed by the GB Firm shall be prepared and included within itemized bills submitted to City Council monthly. These bills shall include all hours worked and costs incurred by the GB Firm and attorneys employed by such Firm for legal work performed as legal counsel for the City.

4.3. The GB Firm shall not charge for routine office overhead incurred during the course of providing services hereunder, such as ordinary photocopying, postage and telephone charges.

4.4. Routine costs incurred in the representation of the City may be paid directly by the City or by the GB Firm to vendors or service providers. If paid by the GB Firm, said routine costs shall be submitted to City for reimbursement and itemized as required by paragraph 4.2 above. Routine costs shall include, but are not limited to, filing fees, deposition costs, subpoena costs, witness fees, expert witness fees, municipal legal publications and large scale non-routine photocopying such as voluminous discovery requests and large mail outs or priority or overnight shipping costs.

4.5. In addition to fees for legal services, City agrees to pay the GB Firm for out-of-pocket expenditures, plus sales tax if required by Florida law. In the event unusually large costs or advances are anticipated, the GB Firm reserves the right to require a cost deposit from City prior to undertaking the expenditure of funds on City's behalf. Out-of-pocket expenses incurred in connection with this matter include, without limitation, application fees, filing and witness fees, travel, sheriff's fees, deposition and investigative expenses, photocopying, express mail, telephonic transmissions, court costs, long distance phone charges, and all other expenses which in the opinion of the GB Firm are necessary to the proper advancement of the City's representation. City authorizes the GB Firm to withdraw any of City's funds in the trust account to pay the GB Firm's fees or expenses, except to the extent that such funds in the trust account are allocated for other purposes. Any deposit is refundable to the extent that it is not expended on City's case.

4.6. The GB Firm should receive prior approval, if possible, from City Council for out-of-town travel or training prior to submitting costs to the City for payment, and shall be governed by the same City travel and training reimbursement policies as City employees.

4.7. The City shall provide in kind support for extraordinary requirements relating to postage, copying and record storage.

5. **Representation of Private Clients in Matters Involving City**.

5.1. Attorneys have advised City, and City is aware, that Attorneys represent not only City, but also private persons and entities (collectively, "Other Clients") in the municipal limits of City and surrounding areas, and that occasionally, such Other Clients – and particularly developers or contractors – have relationships with, or seek approvals from, City.

5.2. City retains Attorneys solely concerning the Ongoing Matters set forth in paragraph 1. Without limiting the foregoing, Attorneys are not retained as "local government attorneys"

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as defined in Section 112.313(16), Florida Statutes, as they shall not routinely serve as the attorney for the City.

5.3. Therefore, consistent with Section 112.313(16), Florida Statutes, Attorneys are not precluded from representing a private client in matters involving City, including in connection with applications to be considered by City Council, other City boards or City staff, provided that, in doing so, Attorneys comply with all provisions of Florida law and the Rules of the Florida Bar, including those set forth in Rules 4-1.9 through 4-1.11 of the Rules of Professional Conduct.

5.4. Consistent with the foregoing, Attorneys shall not represent a private client in connection with a matter in which Attorneys participated personally and substantially as a City Attorney or Assistant City Attorney, unless City Council gives its informed consent, confirmed in writing, to the representation.

5.4.1. City agrees that, notwithstanding any assistance that Attorneys may have provided in connection with the drafting of City's Comprehensive Plan or City Code, Attorneys did not "participate personally and substantially," in connection with the provisions of the Comprehensive Plan or City Code. Thus, Attorneys are not precluded from representing private clients in connection with requests for Comprehensive Plan amendments, zoning changes or other applications for approvals under the City Code.

5.4.2. Notwithstanding the foregoing, in the event that City (including City staff) believes that any matter in which Attorneys seek to represent a client does involve a manner in which Attorneys participated personally and substantially, City shall advise Attorneys, and Attorneys shall, except as approved by City Council, not represent such client in connection with such matter.

5.4.3. Further, Attorneys may request City, including City staff, to advise Attorneys whether they believe that Attorneys participated personally and substantially in connection with any matter in which Attorneys propose to represent a private client and are entitled to rely upon such advice.

6. **Amendment.** This Agreement may be amended at any time with the mutual consent of City and Attorneys. Amendments of this Agreement shall be in writing, executed by all participants.

INTENTIONAL PAGE BREAK – SIGNATURES FOLLOW

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Therefore, City and Attorneys agree as set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

Approved as to form and legality

William E. Sexton
City Attorney

CITY

City of Ocala, a Florida municipal corporation

Ire Bethea
President, Ocala City Council

ATTORNEYS

GOODING & BATSEL, PLLC, a Florida professional limited liability company

By: W. James Gooding III
W. James Gooding III, individually and as Manager

By: Robert W. Batsel, Jr.
Robert W. Batsel, Jr., individually and as Manager

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TITLE	FOR SIGNATURES - Agreement Concerning Continued Legal.....
FILE NAME	Agreement for Att...ev 10-07-2022.pdf
DOCUMENT ID	c968b034d707f292842c91b5f445e7adaf60ec29
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SENT	**10 / 19 / 2022** 08:13:14 UTC-4	Sent for signature to William E. Sexton (wsexton@ocalafl.org), W. James Gooding III (jgooding@ocalalaw.com), Robert W. Batsel, Jr. (rbatsel@lawyersocala.com), Ire Bethea Sr. (ibethea@ocalafl.org) and Angel Jacobs (ajacobs@ocalafl.org) from biverson@ocalafl.org IP: 216.255.240.104
VIEWED	**10 / 19 / 2022** 11:26:36 UTC-4	Viewed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
SIGNED	**10 / 19 / 2022** 11:26:51 UTC-4	Signed by William E. Sexton (wsexton@ocalafl.org) IP: 216.255.240.104
VIEWED	**10 / 19 / 2022** 11:28:12 UTC-4	Viewed by W. James Gooding III (jgooding@ocalalaw.com) IP: 216.255.247.55

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STATUS	● Signed

Document History

SIGNED	**10 / 19 / 2022** 11:28:29 UTC-4	Signed by W. James Gooding III (jgooding@ocalalaw.com) IP: 216.255.247.55
VIEWED	**10 / 19 / 2022** 14:04:45 UTC-4	Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
SIGNED	**10 / 19 / 2022** 14:05:00 UTC-4	Signed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com) IP: 216.255.247.55
VIEWED	**10 / 23 / 2022** 19:43:32 UTC-4	Viewed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
SIGNED	**10 / 23 / 2022** 19:45:30 UTC-4	Signed by Ire Bethea Sr. (ibethea@ocalafl.org) IP: 24.250.250.64
VIEWED	**10 / 24 / 2022** 08:57:31 UTC-4	Viewed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104

TITLE	FOR SIGNATURES - Agreement Concerning Continued Legal.....
FILE NAME	Agreement for Att...ev 10-07-2022.pdf
DOCUMENT ID	c968b034d707f292842c91b5f445e7adaf60ec29
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History

SIGNED	**10 / 24 / 2022** 08:57:48 UTC-4	Signed by Angel Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**10 / 24 / 2022** 08:57:48 UTC-4	The document has been completed.

File #: BR-2024-109 Agenda Item #: 9k.

Submitted By: Amy Johnson

Presentation By: Tammi Haslam

Department: Fire and Emergency Services

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2024-109 amending the Fiscal Year 2023-24 budget to accept and appropriate funding from the Community Foundation Ocala/Marion County for the community paramedicine program in the amount of $142,086

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
AdventHealth Ocala, in partnership with the City of Ocala, by and through its Ocala Fire Rescue, will continue providing a community paramedicine program. The continuation of this program helps physicians monitor the health of vulnerable patients and reduces the number of ambulance transports, visits to the emergency department, and hospital readmissions.

FINDINGS AND CONCLUSIONS:
The City of Ocala through Ocala Fire Rescue and the Community Foundation Ocala/Marion County (Community Foundation) agree it is beneficial to residents for the community paramedicine program to continue. The Community Foundation will reimburse the City approximately 80 percent of its cost through this grant.

FISCAL IMPACT:
The Community Foundation Ocala/Marion County will reimburse the City of Ocala, Fire Rescue $142,086. Funds will continue to be applied to account 001-369-000-000-16-36929 and expenditures will be applied to accounts 001-051-902-522-52-*. The program is estimated to cost $173,657. The remainder ($31,571) will be absorbed within the Fire Rescue budget.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
This Agreement will be reviewed and approved for form and legality by City Attorney, William E. Sexton.

ALTERNATIVE:

- Adopt with Changes
- Deny

BUDGET RESOLUTION 2024-109

A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY FOR A COMMUNITY PARAMEDICINE PROGRAM IN THE AMOUNT OF $142,086

WHEREAS, the City of Ocala and the Community Foundation for Ocala/Marion County agree it would be beneficial to enter into this agreement to continue the Community Paramedicine program; and

WHEREAS, the Community Foundation for Ocala/Marion County agrees to reimburse the City of Ocala $142,086.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2023-24 budget be amended to accept and appropriate funding as follows:

SOURCE:

001-369-000-000-16-36929	Community Foundation	$142,086

USE:

001-051-902-522-52-12020	Salaries	$83,500
001-051-902-522-52-21010	FICA Taxes	$6,391
001-051-902-522-52-23010	Life and Health	$11,481
001-051-902-522-52-24010	Workers Compensation	$3,167
001-051-902-522-52-22039	Retirement	$31,897
001-051-902-522-52-15090	Special Pay	$720
001-051-902-522-52-52020	Fuel	$2,330

001-051-902-522-52-46011	Vehicle Maintenance	$2,600
	Total:	$142,086

This resolution adopted this _____ day of _____, 2023.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
James P. Hilty Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2023**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA,** by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2023-2024 year will be **$142,085.95**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2023** to **August 31, 2024**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding $11,840.49 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County.**

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Ire Bethea, City Council President Date

Approved for form and legality:

_____

_____, City Attorney

Attest:

_____

Angel Jacobs, City Clerk

CONTRACT # OFR/210495

GRANT AGREEMENT FOR COMMUNITY PARAMEDICINE SERVICES

Agreement entered **September 1, 2022**, by and between the **COMMUNITY FOUNDATION FOR OCALA/MARION COUNTY**, 324 SE 24th Street, Ocala, Florida 34471, and the **CITY OF OCALA,** by and through **Ocala Fire Rescue**, 505 NW Martin Luther King Jr Ave, Ocala, Florida 34475 for the Community Paramedicine Program.

Project Description

The Community Foundation for Ocala/Marion County anticipates that implementation of a community paramedicine program will reduce hospital readmissions, prevent non-emergency ER visits and reduce non-emergency EMS runs by improving access to care for residents in Marion County, Florida. The City of Ocala, by and through Ocala Fire Rescue, entered into a community paramedic program agreement with AdventHealth Ocala. To enhance community health and wellbeing, the **Community Foundation for Ocala/Marion County** has agreed to fund the costs incurred by the City of Ocala.

The annual project funding for the 2022-2023 year will be **$123,553.00**, allocated to Ocala Fire Rescue as monthly reimbursements paid by the Community Foundation for Ocala/Marion County..

Terms of Agreement

- This agreement is effective for one (1) year from **September 1, 2022** to **August 31, 2023**.
- **Ocala Fire Rescue** will perform community paramedicine services as described in the AdventHealth Ocala Community Paramedic Program Agreement dated July 1, 2021.
- **Ocala Fire Rescue** will submit a report of the previous month's expenditures no later than the 15th of each month for reimbursement not exceeding $10,296.08 per month.
- Within five business days of receipt of an approved monthly expenditure report, the **Community Foundation for Ocala/Marion County** will promptly submit reimbursement to **Ocala Fire Rescue, c/o Finance Dept., 201 SE 3rd Ave., Ocala, FL 34471**.

Data Access

The Community Foundation for Ocala/Marion County will not have any access to patient information.

Confidentiality

The Community Foundation for Ocala/Marion County will not share any information reviewed or proposals prepared with any other entity. The contents of this agreement, any discussions with the City of Ocala, or any other shared information will be held in the strictest confidence on the part of the **Community Foundation for Ocala/Marion County.**

Signatures

Signed on behalf of the **Community Foundation for Ocala/Marion County**

Lauren Deiorio, Executive Director Date

Signed on behalf of **Ocala Fire Rescue**, by and through the **City of Ocala**

Ire Bethea, City Council President Date

Approved for form and legality:

_____

_____, City Attorney

Attest:

_____

Angel Jacobs, City Clerk

File #: BR-2024-110 Agenda Item #: 9l.

Submitted By: Lafayetta Hodges / Susan Dobson

Presentation By: Tammi Haslam

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2024-110 amending the Fiscal Year 2023-24 budget to accept and appropriate the Edward Byrne Memorial Justice Assistance Grant from the Office of Justice Programs, Bureau of Justice Assistance, to reimburse overtime and operating expenditures related to community policing education and programs totaling $41,391

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
On June 30, 2023, the Ocala Police department was advised that the City of Ocala qualified for a direct allocation in the amount of $41,391 to provide reimbursement for expenses related to the Bureau of Justice Assistance Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The intended program will focus on community policing and education.

FINDINGS AND CONCLUSIONS:
Funding will be used to pay overtime for the officers participating in programs that offer opportunities for positive engagement with the community, for training, and classroom supplies.

FISCAL IMPACT:
The city will receive $41,391 in grant funding to assist the Police department with this program. Funding will be distributed in police department account, 001-060-881-521-52-*, as indicated in the budget resolution. No match is required; however, any additional benefit costs shall be absorbed by the city.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

N/A.

ALTERNATIVE:

- Adopt with Changes
- Deny

BUDGET RESOLUTION 2024-110

A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO ACCEPT AND APPROPRIATE THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FROM THE OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE TOTALING $41,391

WHEREAS, the Department of Justice makes grants available to assist agencies with projects to promote six key focus areas to include law enforcement; and

WHEREAS, the Ocala Police department recognizes the need to foster relationships with the community; and

WHEREAS, on June 30, 2023, the Ocala Police department was allocated $41,391 through the Edward Byrne Memorial Justice Assistance Grant through the Department of Justice, effective October 1, 2023, through September 30, 2026.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2023-24 budget be amended as outlined below.

SOURCE:

001-334-000-000-09-33225	DOJ - OPD Grants	**$41,391**

USE:

001-060-881-521-52-14010	Salaries - Overtime	$13,500
001-060-881-521-52-40010	Travel & Per Diem	$ 4,344
001-060-881-521-52-47000	Printing & Binding	$ 4,500
001-060-881-521-52-52010	Operating Supplies	$19,047
	TOTAL	**$41,391**

This resolution adopted this _____ day of _____, 2023.

ATTEST:

By:
Angel B. Jacobs

CITY OF OCALA

By:
James P. Hilty Sr.

City Clerk President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: LaFayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.: lhodges@ocalapd.org

2. GRANT DATA

Grant Title: Community Connecting Continuation Project
Funding Agency: DOJ
Grant Award Date:
Period of Performance: 10/01/2023-9/30/2026

3. FINANCIAL DATA

Amount of Grant Award: 41,391
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 43,391
Amount of Future Financial Obligations/Commitments: $2000 for anticipated Benefit costs not incorporated in the grant.

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 0
Anticipated Overtime Costs: 13,500
Anticipated Benefit Costs: 2,000
Will fund existing or new employees? 0

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

The Ocala Police Department proposes the OPD Community Connecting Continuation project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to participate in the program.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Sep 26, 2023

REQUIRED SIGNATURES

LaFayetta Hodges — Jul 31, 2023
Grant Project Manager — Date

08/03/23
Department Director — Date

Jessica Brown Digitally signed by Jessica Brown Date: 2023.10.03 16:31:28 -04'00'
Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code: 001-060-881*
Assigned Revenue Code: 001-331-000-000-09-33225
Date Department Notified of Appropriate Account Code: 8/8/23

MCN: 230693

Appendix B

2023 Florida Local JAG Allocations

Listed below are all jurisdictions in the state that are eligible for FY 2023 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2021 and current JAG Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions.

Finding your jurisdiction:
(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	MARION COUNTY	County	$96,877	
FL	MARTIN COUNTY	County	$29,051	
FL	MELBOURNE CITY	Municipal	$59,610	
FL	MIAMI BEACH CITY	Municipal	$73,581	
FL	MIAMI CITY	Municipal	$260,750	
FL	MIAMI GARDENS CITY	Municipal	$75,058	
FL	MIAMI-DADE COUNTY	County	$517,346	
FL	MONROE COUNTY	County	$16,588	
FL	NASSAU COUNTY	County	$15,633	
FL	NEW PORT RICHEY CITY	Municipal	$12,586	
FL	NORTH MIAMI BEACH CITY	Municipal	$28,313	
FL	NORTH MIAMI CITY	Municipal	$46,531	
FL	NORTH PORT CITY	Municipal	$10,125	
FL	OCALA CITY	Municipal	$41,391	
FL	OCOEE CITY	Municipal	$13,818	
FL	OKALOOSA COUNTY	County	$47,331	
FL	OKEECHOBEE COUNTY	County	$16,526	
FL	OPA-LOCKA CITY	Municipal	$31,974	
FL	ORANGE COUNTY	County	$438,256	
FL	ORLANDO CITY	Municipal	$214,281	
FL	ORMOND BEACH CITY	Municipal	$13,079	
FL	OSCEOLA COUNTY	County	$65,118	
FL	PALM BAY CITY	Municipal	$34,713	
FL	PALM BEACH COUNTY	County	$145,193	
FL	PALM SPRINGS CITY	Municipal	$17,695	
FL	PANAMA CITY BEACH CITY	Municipal	$11,510	
FL	PANAMA CITY CITY	Municipal	$23,542	
FL	PASCO COUNTY	County	$134,699	
FL	PENSACOLA CITY	Municipal	$32,867	
FL	PINELLAS PARK CITY	Municipal	$18,988	
FL	PLANT CITY CITY	Municipal	$16,833	
FL	POLK COUNTY	County	$113,803	
FL	PORT ST LUCIE CITY	Municipal	$23,850	
FL	PUTNAM COUNTY	County	$10,740	
FL	RIVIERA BEACH CITY	Municipal	$36,529	
FL	SANFORD CITY	Municipal	$43,976	
FL	SANTA ROSA COUNTY	County	$20,465	
FL	SARASOTA CITY	Municipal	$30,928	

Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION	Award Number: 15PBJA-23-GG-03273-JAGX
Name and Address of Recipient:	CITY OF OCALA 110 SE WATULA AVE
City, State and Zip:	OCALA, FL 34471
Recipient Point of Contact:	Lafayetta Hodges
Email:	lhodges@ocalapd.org
Phone:	3523697085
Solicitation Title:	BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Federal Award Amount: $41,391.00	Federal Award Date: 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Statutory Authority:	Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)
Opportunity Category: Discretionary	Assistance Listing Number: 16.738

Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26

Project Description:

The Ocala Police Department proposes the ***OPD Community Connecting Continuation*** project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to facilitate community oriented programs that support the well-being of staff and the community.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF OCALA 110 SE WATULA AVE
City, State and Zip:	OCALA, FL 34471
Recipient UEI:	LSNNNBN7BL45
Project Title: OPD Community Connecting Continuation Project	**Award Number:** 15PBJA-23-GG-03273-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $41,391.00	**Federal Award Date:** 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/22	**Budget Period End Date**: 9/30/26

Project Description:

The Ocala Police Department proposes the ***OPD Community Connecting Continuation*** project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to facilitate community oriented programs that support the well-being of staff and the community.

Award Letter

September 25, 2023

Dear Lafayetta Hodges,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF OCALA for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $41,391.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts.? All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.?

The specified activities requiring environmental analysis are:?

a. New construction;?

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;?

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;??

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and?

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.?

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.? Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required.? For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.??

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF OCALA

UEI
LSNNNBN7BL45

Street 1
110 SE WATULA AVE

Street 2

City
OCALA

State/U.S. Territory
Florida

Zip/Postal Code
34471

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/23

Award Type
Initial

Award Number
15PBJA-23-GG-03273-JAGX

Supplement Number
00

Federal Award Amount
$41,391.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13940935

Grant Manager Name
Tarasa Napolitano
Phone Number
202-598-7372
E-mail Address
Tarasa.Napolitano@usdoj.gov

Project Title
OPD Community Connecting Continuation Project

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2022

Budget Period End Date
09/30/2026

Project Description

The Ocala Police Department proposes the ***OPD Community Connecting Continuation*** project with the goal of strengthening community ties and developing our youth. Grant funding will help us meet these needs by providing the means necessary to purchase operating supplies and allow for overtime hours for our personnel to be able to facilitate community oriented programs that support the well-being of staff and the community.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

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

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF

425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the

basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify

procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP

financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

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

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or

State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

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

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

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

48

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

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless,

as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

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

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and

procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT)

unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:49 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official

Grants & Sustainability Coordinator

Signed Date And Time

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

File #: BR-2024-111 Agenda Item #: 9m.

Submitted By: Lafayetta Hodges / Susan Dobson

Presentation By: Tammi Haslam

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2024-111 amending the Fiscal Year 2023-24 budget to accept and appropriate Victims of Crime Act Grant funds received from the State of Florida, Office of the Attorney General, in the amount of $59,412

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Victims of Crime Act (VOCA) was established in 1984 by the State of Florida, Office of the Attorney General to support the provision of services to victims of crime. Ocala Police department recognizes that victims of violent crime suffer from immediate financial loss and emotional impact. The VOCA program provides support services to those affected. This funding will enable this program to continue.

On August 28, 2023, the Ocala Police department was awarded a VOCA Grant through the State of Florida, Office of the Attorney General, effective October 1, 2023, through September 30, 2024, in the amount of $59,412 to fund the salary and benefits of a full-time victim witness advocate.

FINDINGS AND CONCLUSIONS:
These awarded VOCA funds will enable the Ocala Police Department to continue to provide services to the victims of crime in Ocala that may suffer from immediate financial loss or emotional impact from being a victim of violent crime. No match is required.

FISCAL IMPACT:
VOCA funds will be accepted in the amount of $59,412 to fund the Victim Witness Advocate position into the grant account strings beginning with 001-050-840-521-52*. No match is required; however, due to the reduction in funds, the City will be responsible for $4,832 in residual salary costs and benefits to be taken from

001-018-851-521-52-12020 for regular salaries and 001-018-851-521-52- 23010 for benefits.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Adopt with Changes
- Deny

BUDGET RESOLUTION 2024-1XX

A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO ACCEPT AND APPROPRIATE A VICTIMS OF CRIME ACT (VOCA) GRANT FROM THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL IN THE AMOUNT OF $59,412

WHEREAS, the Victims of Crime Act was established in 1984 by the State of Florida, Office of the Attorney General, to support the provision of services to victims of Crime to include responding to the emotional and physical needs of victims, helping victims understand and participate in the criminal justice system, assistance with crimes compensation, and providing safety measures to victims; and

WHEREAS, the Ocala Police department recognizes that victims of violent crime suffer from immediate financial loss and the emotional impact from being a victim of a violent crime, and currently has a Victim Advocacy Program, which will be funded by this grant and will enable this program to continue; and

WHEREAS, on August 28,2023, the Ocala Police department was awarded a Victims of Crime Act grant through the Office of the Attorney General, State of Florida; effective October 1, 2023, through September 30, 2024; and

WHEREAS, the Office of the Attorney General, State of Florida has allocated $59,412 for a Victim Witness Advocate position with benefits. No cash match is required.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, duly assembled in regular session, that the Fiscal Year 2023-24 budget be amended as outline below.

SOURCE:

001-331-000-000-09-33128	FOAG - Victim Assistance Grant	$59,412

USE:

001-050-840-521-52-12020	Salaries	$ 40,100
001-050-840-521-52-14010	Overtime	$ 2,741
001-050-840-521-52-21010	FICA	$ 3,188

001-050-840-521-52-22012	Retirement	$ 3,333
001-050-840-521-52-23010	Health & Life Insurance	$ 9,500
001-050-840-521-52-41010	Communications Services	$ 550

This resolution adopted this _____ day of _____, 2023.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
James P. Hilty Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: Lafayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.:

2. GRANT DATA

Grant Title: VOCA
Funding Agency: Office of the Attorney General (OAG)
Grant Award Date: Aug 28, 2023
Period of Performance: October 1, 2023 to September 30, 2024

3. FINANCIAL DATA

Amount of Grant Award: 59,412
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 59,412
Amount of Future Financial Obligations/Commitments: $3664 possible residual benefits +1168 - possible 3%COLA =$4832

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 38,921
Anticipated Overtime Costs: 2,000
Anticipated Benefit Costs: 18,491
Will fund existing or new employees?

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

The Ocala Police Department realizes that victims of crimes can suffer from immediate financial loss and emotional impact from being a victim of a crime. The VOCA program provides services to those affected, through supporting a Victim Advocates yearly salary and benefits. This funding will enable the program to continue.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Oct 17, 2023

REQUIRED SIGNATURES

Lafayetta Hodges — Sep 29, 2023
Grant Project Manager — Date

Michael Balken, Chief of Police — Oct 2, 2023
Department Director — Date

Jessica Brown Digitally signed by Jessica Brown Date: 2023.10.03 16:31:28 -04'00'
Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code: 001-050-840-*
Assigned Revenue Code: 001-331-000-000-09-33128
Date Department Notified of Appropriate Account Code:

Div 840
MCN: 240013

Appendix B

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Executive Staff

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-2564
http://www.myfloridalegal.com

August 28, 2023

Mr. Michael Balken, Chief of Police
Ocala Police Department
402 South Pine Avenue
Ocala, Florida 34471-2180

Dear Chief Balken:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that Ocala Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2023-2024 funding cycle in the amount of $59,412.00.

Most recipients of VOCA grants unfortunately are receiving less for the 2023-2024 funding cycle versus the 2022-2023 funding cycle. This reduction reflects the reduced amount of funding the State of Florida received from the U.S. Department of Justice (DOJ), Office for Victims of Crime. The amount received by the State of Florida significantly decreased, which in turn results in less funding available to allocate to agencies throughout the state. We did not calculate your award for this coming funding cycle based on the amount that your organization had previously been awarded. Instead, we calculated the amount of the award to your organization this cycle based on a projection of the amount that you would spend during the 2022-2023 VOCA grant cycle. We believe that calculating the award based on projected spend instead of amount of prior awards will do less harm to your and other grant recipients' operations. Again, with limited exception, every grantee is having the same percentage cut from the amount that they are currently projected to spend.

We also wanted to make you aware that DOJ has projected that there will be substantial reductions in subsequent year awards from the DOJ. These additional, substantial reductions will require the Office of Attorney General to reduce future year grant awards. Therefore, the Office of the Attorney General strongly encourages all VOCA award subgrantees to attempt to secure funding from other sources, if your organization anticipates the program will continue beyond the date of this award.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or contact.voca@myfloridalegal.com with any questions about this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

John M. Guard
Chief Deputy Attorney General

JMG/rs

FY 2023/2024
(Grant Period October 1, 2023, through September 30, 2024)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

Ocala Police Department

GRANT NO: VOCA-C-2023-City of Ocala-00098

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the State of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the Ocala Police Department, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the 2023/2024 Grant Period, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the Provider's 2023/2024 Grant Application as approved by the OAG and incorporated herein by reference.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2023, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2024. No costs incurred by the Provider prior to the effective date or after the termination date of this Agreement will be reimbursed and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The DOJ Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. When the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's VOCA award, as funded through the DOJ, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG may impose a corrective action plan and will reduce the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 11. Additionally, failure of Provider to comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions will result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in this Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the PROVIDER will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the PROVIDER will so register within 21 days from execution. Failure of the PROVIDER to register electronically with the state of Florida will result in non-payment for expenditures by the Department of Financial Services until the PROVIDER has complied. The online registration can be completed at: https://vendor.myfloridamarketplace.com. If the PROVIDER needs assistance in registering, the PROVIDER may call 1-866-352-3776, fax 866-552-2992, or email: vendorhelp@myflorida.com Failure of the PROVIDER to timely register may result in cancellation of this Agreement.

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with

the System for Award Management and Universal Identifier Requirements) and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. E-GRANT SYSTEM REQUIREMENT

The PROVIDER's administrator has the authority to grant access to the E-Grant system to the PROVIDER'S employees. The PROVIDER will immediately remove access to the E-Grants system when an employee is no longer employed at the PROVIDER's agency or when an employee's access is no longer necessary to perform their job duties at the PROVIDER's agency. The PROVIDER will perform quarterly checks to ensure that only authorized employees have access to the E-Grant system and will report quarterly to the OAG their compliance with this provision.

ARTICLE 9. AUTHORIZED EXPENDITURES

Only expenditures which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Victim Assistance, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the DOJ, Office of Justice Programs, DOJ Financial Guide, and any other regulations or guidelines currently or subsequently required by the DOJ and state or federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements.

Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the

OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 10. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 11. AMOUNT OF FUNDS

A. Total Funds: The OAG will reimburse the Provider for contractual services or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $59,412.00.

B. "Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

C. "Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 9, AUTHORIZED EXPENDITURES, of this Agreement.

D. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

ARTICLE 12. METHOD OF PAYMENT

A. Payment: Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice

for the approval and inspection of goods or services.

B. Performance Reports: All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter. The final performance report is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

C. Monthly Invoices: Except for the monthly invoices for December, March, and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March, and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice is due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

D. Correction of Invoices: If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment. Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG.

E. Notice of Investigation: The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

F. Maintenance and Submission of Reports: The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

G. Matching Grant Award: The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 13. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has

established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 14. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors, or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 16. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or the DOJ that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained by the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods, and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 17. PUBLIC RECORDS

The Provider will comply with Chapter 119, Florida Statutes, Florida's public record law. The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements of Chapter 119, Florida Statutes, or other provisions of Florida law, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, PublicRecordsRequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 18. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the DOJ Financial Guide.

ARTICLE 19. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

A. Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

B. The administration of funds disbursed by the OAG to the Provider may be subject to audits and monitoring by the OAG, as described in this section.

C. Title 2 C.F.R. Part 2, Subpart A, is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in that Part.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 11 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 20. AUDIT REPORT SUBMISSION

Copies of audit reports conducted pursuant to Florida Statute 215.97 and the Florida Rules of the Auditor General Chapter 10.650, must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

A. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

B. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

C. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 21. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination, or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 22. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 23. PUBLIC ENTITY CRIME, AND DEBARMENT

Public Entity Crime: Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliates, placement thereon.

ARTICLE 24. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will

result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 25. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the OAG. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 26. IDEMNIFICATION AND ASSUMPTION OF LIABILITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof. The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments, or damages arising solely from the negligent acts of the OAG. The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 768.28, Florida Statutes.

ARTICLE 27. TERMINATION

A. Termination at Will: This Agreement may be terminated by the OAG for any reason upon five days

written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

B. Termination for Non-Appropriation or Lack of Funds: In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

C. Upon Termination: In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

D. Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 28. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 9, AUTHORIZED EXPENDITURES.

ARTICLE 29. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs,

Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules during the 2023-2024 grant period and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2023. The training modules are available at http://ojp.gov/about/ocr/assistance.htm. Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Provider will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

ARTICLE 30. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example, provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 31. ACKNOWLEDGEMENTS

A. All publications, advertising, or written descriptions of the sponsorship of the program will state: "This project was supported by Award No. VOCA-C-2023-City of Ocala-00098 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (Ocala Police Department) and the state of Florida."

B. The Provider is required to display a civil rights statement prominently on all publications, websites, posters, and informational materials mentioning USDOJ programs in bold print and no smaller than the

general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

C. Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850 -414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

D. Condensed Civil Rights Statement: The Ocala Police Department is an equal opportunity provider and employer.

E. The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 32. EMPLOYMENT

A. The employment of unauthorized aliens by the Provider is considered a violation of Title 8 section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

B. In accordance with section 448.095(2), Florida Statutes, the Provider must register with and use the U.S. Department of Homeland Security's E-Verify system: https://www.e-verify.gov/ to verify the work authorization status of all new employees hired to perform services specified in the Purchase Order. Subcontractors must also be registered in the E-Verify system and provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Provider will maintain a copy of such affidavit for the duration of the Agreement. The OAG may request documentation of compliance with this provision at any time during the Agreement term. The Agreement may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

ARTICLE 33. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement, or the rights and representations created by it for any purpose.

ARTICLE 34. ADMINISTRATION OF AGREEMENT

A. All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

B. The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants

Management.

C. The Provider's contract administrator will be provided at the time of execution.

D. The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 35. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate state or federal court in Leon County, Florida.

ARTICLE 36. ENTIRE AGREEMENT

This Agreement and the Provider's approved 2023-2024 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties. There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and Ocala Police Department, have executed this agreement.

Mike Balken
Authorizing Official

Mike Balken
Print Name

Aug 29, 2023
Date

Authorizing Official*

Print Name

Date

Authorizing Official*

Print Name

Date

08/29/2023
FEID# of Provider

Flair Code

John Duff
OAG Authorizing Official

John Guard
Print Name

Aug 28, 2023
Date

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General
Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida 32399-1050	**Office of the Attorney General Victims of Crime Act Grant**	**2023-2024**
Subrecipient Name and Address Ocala Police Department 402 South Pine Avenue Ocala, Florida 34471-2180	OAG Grant Number VOCA-C-2023-City of Ocala-00098	
Subrecipient DUNS Number 05-594-7428	Project Period: From 10/1/2023 To 9/30/2024	
Subrecipient IRS/Vendor/FEIN Number 59-6000392	Budget Period: From 10/1/2023 To 9/30/2024	
Project Title OVC FY 20 VOCA Victim Assistance Formula OVC FY 21 VOCA Victim Assistance Formula	Award Date 10/01/2023	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $59,412.00	Total Award $59,412.00
Special Conditions The above grant project is approved to such conditions or limitations as are set forth in the Office of the Attorney General contract.		
Catalog of Domestic Federal Assistance (CFDA Number) 16.575 - Crime Victim Assistance		
Summary Description of Project This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.		
Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2020-2021: From 10/1/2019 to 9/30/2024 2021-2022: From 10/1/2020 to 9/30/2024	
OVC Federal Award Number 2020-V2-GX-0052 - Awarded 9-17-2020 2021-15POVC-21-GG-00618-ASSI Awarded 09-16-2021	OVC Total Award to OAG $106,717,018 $66,670,292	
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380	
Signature, OAG Authorizing Official, Date Aug 28, 2023	Signature, Agency Executive Director, Date Mike Balken Aug 29, 2023	

File #: BR-2024-112 Agenda Item #: 9n.

Submitted By: Lafayetta Hodges

Presentation By: Tammi Haslam

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2024-112 amending the Fiscal Year 2023-24 budget to accept and appropriate grant funds from the Florida Department of Law Enforcement for State Assistance for Fentanyl Eradication for operations totaling $25,250

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place.

PROOF OF PUBLICATION:
N/A

BACKGROUND:
State funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related activities including investigative operations. The Ocala Police department has applied for $25,250 in funds to provide the Unified Drug Enforcement Drug Enforcement Strike team with overtime to conduct investigative operations.

FINDINGS AND CONCLUSIONS:
Grant funding will enable the Ocala Police department drug agents to work overtime hours to conduct fentanyl eradication operations.

FISCAL IMPACT:
A $25,250 award will support overtime operations, with no match required. Funds will be held in account number 001-050-827-521-52-14010.

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:

N/A

ALTERNATIVE:

- Adopt with Changes
- Deny

BUDGET RESOLUTION 2024-112

A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO ACCEPT AND APPROPRIATE A FLORIDA DEPARTMENT OF LAW ENFOCEMENT STATE ASSISTANCE FOR A FENTANYL ERADICATION GRANT TOTALING $25,250

WHEREAS, in 2023, the Florida Legislature established state funding under the State Assistance for Fentanyl Eradication (S.A.F.E.) program to conduct investigations designed to combat illegal fentanyl activity; and

WHEREAS, drug-related activities in the area have a significant harmful impact in the area and the Ocala Police department is committed to addressing Fentanyl issues and responding aggressively to the problem; and

WHEREAS, the Ocala Police department applied for funds through the Florida Department of Law Enforcement in the amount of $25,250 to support overtime operations.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled, that the Fiscal Year 2023-24 budget be amended as outlined below.

Source:

001-334-000-000-09-33124	FDLE - OPD Grants	$25,250

Use:

001-050-827-521-52-14010	Overtime	$25,250

This resolution adopted this _____ day of _____, 2023.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
James P. Hilty Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: LaFayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.: lhodges@ocalapd.gov

2. GRANT DATA

Grant Title: SAFE (State Assistance for Fentanyl Eradication)
Funding Agency: FDLE
Grant Award Date:
Period of Performance: 10/019/2023-3/1/2024

3. FINANCIAL DATA

Amount of Grant Award: 25,250
Amount of Matching Funds: 0
Amount of in-kind (specify source): 0
Total project amount: 25,250
Amount of Future Financial Obligations/Commitments:

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 0
Anticipated Overtime Costs: 20,000
Anticipated Benefit Costs: 5,250
Will fund existing or new employees? 0

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

Funding will fund overtime expenses for 10 drug agents to complete a 16 week operation with the purpose of eradicating Fentanyl in our community.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ☉

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. Nov 7, 2023

REQUIRED SIGNATURES

LaFayetta Hodges — Oct 23, 2023
Grant Project Manager — Date

Department Director — 10/24/23
Date

Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code:
Assigned Revenue Code:
Date Department Notified of Appropriate Account Code:

Appendix B

FLORIDA DEPARTMENT OF LAW ENFORCEMENT
VOLUNTARY COOPERATION
MUTUAL AID AGREEMENT
STATE ASSISTANCE FOR FENTANYL ERADICATION (S.A.F.E.) INITIATIVE

WHEREAS, the below subscribed law enforcement agencies, the Parties to this mutual aid agreement, have joined together to create the STATE ASSISTANCE FOR FENTANYL ERADICTION (S.A.F.E.) Mutual Aid group, hereinafter referred to as the S.A.F.E. INITIATIVE, intended to combat the fentanyl crisis by identifying fentanyl related crimes, to include: racketeering, drug law violations, and related criminal violations, and by dismantling organized criminal groups engaging and targeting major violators in such activity which may affect single or multiple jurisdictions;

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary cooperation agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the undersigned agencies acknowledge that they can make more efficient use of their respective powers and resources and thereby provide a higher quality of law enforcement services to the public through the coordination of members of the undersigned agencies involved in the S.A.F.E. INITIATIVE;

NOW THEREFORE, the Parties agree to carry out their respective duties and responsibilities as outlined below, subject to controlling law, policies or procedures, and in consideration of the mutual interests and understandings herein expressed:

Intent Statement, S.A.F.E. INITIATIVE Goals, Nature of Law Enforcement Assistance and Voluntary Cooperation to be Rendered

It is the intention of the Florida Department of Law Enforcement (FDLE) to establish the S.A.F.E. INITIATIVE as a mechanism by which area law enforcement agencies can dedicate resources for the purpose of targeting the following criminal activity which must have a nexus to fentanyl, including but not limited to racketeering, drug law violations, related criminal violations, firearms violations, and dismantling organized criminal groups engaging in such activity in violation of Florida State Statutes that may affect single or multiple jurisdictions.

The principal purpose of the S.A.F.E. INITIATIVE shall be the successful arrest and prosecution of violators of the laws noted herein, and similar violations, with particular

emphasis placed on efforts designed to identify and dismantle organized criminal enterprises with a nexus to fentanyl.

The S.A.F.E. INITIATIVE efforts shall include, but are not limited to: undercover operations designed to detect illegal activity with a nexus to fentanyl, including but not limited to violations of Florida Statutes Chapters 782, 790, 893, and 895. The use of surveillance equipment and techniques; the arrest and prosecution of those involved in illegal activity; the seizure of contraband and weapons; the forfeiture of assets from those engaged in such illegal activity; and the referral of investigative leads and intelligence to such other federal, state, or local law enforcement authorities, as may be required and appropriate under the S.A.F.E. INITIATIVE

While the seizure and civil forfeiture of assets is an effective tool in combating organized criminal activity, the seizure and forfeiture of assets shall not take priority over the primary function of the S.A.F.E. INITIATIVE, which shall be to enforce laws regulating violations of criminal law.

Nothing herein shall otherwise limit the ability of participating S.A.F.E. INITIATIVE members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the S.A.F.E. INITIATIVE efforts, with the operations of the S.A.F.E. INITIATIVE being coordinated with the FDLE and other S.A.F.E. INITIATIVE members.

Procedure for Requesting Assistance

Law enforcement officers assigned to the S.A.F.E. INITIATIVE operations pursuant to this agreement shall be empowered to render enforcement assistance and take enforcement action in accordance with the law and the terms of this Agreement. Execution of this Agreement and continued participation by FDLE and one or more S.A.F.E. INITIATIVE member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members which shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required.

Organization, Command and Supervisory Responsibility

Each participating agency shall contribute personnel and resources to the S.A.F.E. INITIATIVE in such numbers as are agreed to by the participating agency and FDLE. Participating agencies shall assign personnel to the S.A.F.E. INITIATIVE based upon

their investigative experience and the operations needs of the S.A.F.E. INITIATIVE. Final acceptance of personnel assigned to the S.A.F.E. INITIATIVE shall rest with FDLE.

The respective FDLE Regional Special Agents in Charge throughout the State of Florida, together with their chain of command, will review and approve S.A.F.E. INITIATIVE operations with input from the various Partner agencies to this MAA in whose jurisdictions potential cases arise.

When operating outside the jurisdiction of the participating investigative agency, the assigned managing FDLE supervisor (ASAC or designee) shall be responsible for the operational command and day-to-day administration of all S.A.F.E. INITIATIVE operations and personnel, and shall have the authority to make routine assignments and determine case priority, as needed. When engaged in S.A.F.E. INITIATIVE operations that have been approved by and involve FDLE, as contemplated by this MAA, unit members who do not otherwise have jurisdictional authority shall have full jurisdictional authority anywhere in the State of Florida, although principally focused within their “standard operational area” as set forth in Addendum A, with full power to enforce Florida laws and to avail themselves of the provisions of this Agreement.

S.A.F.E INITIATIVE members operating outside their agency’s jurisdiction shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved MAA activities as stated herein.

Pursuant to Section 23.127(1), Florida Statutes, the Party’s S.A.F.E. INITIATIVE members participating in the MAA shall, when engaging in authorized mutual cooperation and assistance pursuant to this MAA, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the law enforcement jurisdictional area of their respective agencies.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. If at any time an FDLE supervisor or command designee determines that assistance pursuant to this MAA should be terminated, it shall be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No S.A.F.E. INITIATIVE member shall engage in activities outside the jurisdictional territory of his or her agency, except as approved by the S.A.F.E. MAA coordinator (assigned FDLE supervisor) or designee and any such activity must be documented as provided herein. The MAA coordinator or designee shall maintain activities logs that will demonstrate the involvement of specific employees or agents provided by the Parties to this MAA, including each operation's supervisor or designated leader. Specific authorization and approval from both FDLE and the respective agency Party supervisory personnel shall be obtained when unit members will be acting with FDLE outside of their "standard operational area" as set forth in Addendum A. FDLE shall be entitled to conduct audits and inspections of task force operations and records.

Whenever an operation occurs outside of a S.A.F.E. INITIATIVE team's "standard operational area" set forth in Addendum A, the Special Agent in Charge (SAC) for the FDLE office in the region affected shall be notified about the presence of the S.A.F.E. INITIAITIVE personnel in his region.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by a S.A.F.E. INITIATIVE member of an agency Party.

During the absence of the managing FDLE supervisor, or as deemed necessary by the managing FDLE supervisor, any member assigned to the S.A.F.E. INITIATIVE may be designated as an interim team leader to manage operational S.A.F.E. INITIATIVE matters.

Activities shall be considered authorized only when approved and actually directed as provided herein by the assigned FDLE supervisor or designee. No extension of jurisdiction or authority is granted by this Agreement for law enforcement activities unless approved and supervised as provided herein and related to the S.A.F.E. INITIATIVE operations, or unless same have been encountered directly incident to an approved and supervised S.A.F.E. INITIATIVE operation.

If a conflict arises between an order or direction provided by the FDLE S.A.F.E. INITIATIVE supervisor and a member's employing agency's rules, standards, or policies, the conflict shall promptly be reported to the S.A.F.E. INITIATIVE supervisor and to the supervisor of that S.A.F.E. INITIATIVE member's agency chain of command. The FDLE S.A.F.E. INITIATIVE supervisor, in conjunction with the member's agency supervisor, shall attempt to resolve the conflict in a manner that will allow the operation

to continue appropriately. At no time will a participating member be forced to violate his/her own agency's policies or rules in order to implement an S.A.F.E. INITIATIVE.

The Parties to this Agreement may, by a written memorandum of understanding or written attachments to this agreement, identify or further define particular guidelines, policies, or procedures to be utilized by members of the S.A.F.E. INITIATIVE when engaged in S.A.F.E. INITIATIVE operations. In the absence of a written memorandum of understanding or attachments, the policies and procedures to be utilized by S.A.F.E. INITIATIVE members shall be clearly identified by the assigned FDLE S.A.F.E. INITIATIVE supervisor. However, as stated above, no member will be expected or required to violate or otherwise fail to maintain the member's employing agency's standards of conduct, rules or policies.

Jurisdiction

For purposes of the Mutual Aid Agreement (MAA), "S.A.F.E. INITIATIVE unit members as used herein shall mean the sworn members of the non-FDLE agency Parties to this agreement who are assigned to the S.A.F.E. Initiative in accordance with the MAA.

FDLE and each agency Party to this agreement have executed the signature page attached hereto as Addendum A, which includes specific information concerning the primary geographic scope of this MAA for regional areas of the State associated with FDLE Regional Operations Centers, and identification of the agency Party entering into this agreement, and other particular information all of which is incorporated herein as though fully set out in the text of the main agreement.

Nothing contained in this MAA is intended to prevent personnel from performing their normal duties as assigned by their respective agencies.

Powers, Privileges, Immunities, Costs, and Liability-Related Issues

Employees of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

An agency that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

Each member agency engaging in S.A.F.E. INITIATIVE operations pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omission, or conduct of such Party's own employee while such employees are engaged in S.A.F.E. INITIATIVE activities or operations, and shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of said participating employees, as further discussed below.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, and resources in order to carry out the purposes of the S.A.F.E. INITIATIVE, and agrees to bear the cost of loss or damage to its equipment, vehicles, or property so provided. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury, or incidents giving rise to liability.

Each Agency furnishing services pursuant to this Agreement shall compensate its employees during the time such services are rendered and shall defray the actual expenses of its employees while they are rendering such services, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such services. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death, and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement.

Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

Nothing in this Agreement is intended to or is to be construed as any transfer or contracting away of the powers or functions of one party hereto or the other.

Obligation to Coordinate with Prosecutor's Office

A key objective of the S.A.F.E. INITIATIVE is the protection of Florida's public safety and security, and the successful prosecution of criminal violators. Successful prosecution requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the S.A.F.E. INITIATIVE are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling S.A.F.E. INITIATIVE generated cases, and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials.

Civil or administrative actions derived from S.A.F.E. INITIATIVE operations are likewise to receive coordinated efforts from S.A.F.E. INITIATIVE members. The FDLE S.A.F.E. INITIATIVE supervisor shall monitor the efforts of S.A.F.E. INITIATIVE members in support of criminal prosecutions and civil actions. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of S.A.F.E. INITIATIVE to assure the expected level of support from S.A.F.E. INITIATIVE members is occurring. Failure by a member of the S.A.F.E. INITIATIVE to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal from the S.A.F.E. INITIATIVE.

Property Seizure and Forfeiture Considerations

No funds or other property seized during the S.A.F.E. INITIATIVE operations are to be utilized for any member agency prior to successful forfeiture or until the title or interest in the funds otherwise lawfully vests in one or more-member agencies. Forfeiture actions based upon seizures made by the S.A.F.E. INITIATIVE shall be based upon current statutory and case law. The Parties agree that the lead investigative agency, through its attorneys, will be primarily responsible under this Agreement for pursuing all S.A.F.E. INITIATIVE forfeiture actions on behalf of all of the Parties in state court, subject to its right to reimbursement of associated costs; however, this provision shall not preclude the use of other forfeiture attorneys or personnel as needed on particular matters. Distribution of the proceeds from successful forfeiture actions shall be equitable among the Parties to this Agreement and shall consider their relative roles in support of the efforts of S.A.F.E. INITIATIVE. It is agreed the Florida Department of Law Enforcement will be allocated a minimum of 25% of any seized asset forfeitures as a result of the S.A.F.E Initiative Investigation.

Any Party to this Agreement or any prosecutor handling the criminal prosecution of the S.A.F.E. INITIATIVE cases may request copies of forfeiture complaints and pleadings filed by reason of S.A.F.E. INITIATIVE seizures, and such copies shall promptly be provided to the requestor. If any legal dispute or concern as to the form or sufficiency of forfeiture actions or other action proposing to vest the interest of S.A.F.E. INITIATIVE member agencies in seized cash or property is raised by any of the Parties to this Agreement, an attempt to resolve the issue through informal discussion and contact shall be made. In the event any Party to this Agreement believes that there is no legal sufficiency upon which to pursue the forfeiture of particular seized cash or property, and the concerns cannot be resolved, no forfeiture action on behalf of the S.A.F.E. INITIATIVE is to be filed. All options available to state and local law enforcement agencies with regard to unclaimed evidence or abandoned property, gifts and plea agreements, are available to the S.A.F.E. INITIATIVE, provided the property under consideration otherwise qualifies under law for such consideration. Forfeiture actions shall be further governed by the terms, conditions, and guidelines described in Section 932.704(11)(a), Florida Statutes.

Evidence and Records

The Parties agree that all the S.A.F.E. INITIATIVE reports and records shall be maintained and retained by FDLE, and shall be identified as the S.A.F.E. INITIATIVE reports, provided, however, that S.A.F.E. INITIATIVE members may retain copies of such reports and records for their respective purposes.

Evidence shall be seized in accordance with each S.A.F.E. INITIATIVE member's agency guidelines and all evidence seized in these operations shall be maintained by the participating local member's agency's in whose jurisdiction the evidence was initially seized absent special alternate arrangements. FDLE shall be entitled to conduct audits and inspections of the S.A.F.E. INITIATIVE operations and records including the seizure and handling of all evidence, property, or cash or any other aspect of Task Force operations. The Parties agree to cooperate in any such audit by allowing full access to documents, personnel and facilities necessary to perform the audit function.

Terms of Agreement

This MAA shall become effective upon signature of the authorized representative of the parties, and shall remain in effect unless otherwise terminated until June 30, 2024. Any party, upon thirty (30) days written notice, may terminate this MAA.

This MAA represents the entire agreement between the Parties. Any alteration or amendment of the provisions of this MAA shall only be valid upon being reduced to writing, duly signed by authorized personnel of each of the parties and attached to the original.

This Agreement shall remain in full force as to all participating agency Parties until or unless earlier canceled in writing by the Florida Department of Law Enforcement as to all or separate Parties, or as canceled in writing by an individual Party as provided herein. However, if the S.A.F.E. INITIATIVE continues operations beyond June 30, 2024, the Agreement shall be automatically extended on a month-by-month basis, not to extend past September 30, 2024, until such time as each participating Party has ratified a revised or subsequent written Agreement. This Agreement supersedes any prior agreements amongst the participating Agency Parties regarding the facilitating and providing of technical assistance and equipment in criminal investigations in Florida.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original. Execution of this Agreement may be signified by properly signing a separate signature page, the original of which shall be returned to, and maintained by, the Office of the Office of the General Counsel (OGC), Florida Department of Law Enforcement. Under no circumstances may this agreement be renewed, amended, or extended except in writing. A copy of this agreement, with all signature pages, will be filed with the FDLE Mutual Aid Office pursuant to statute.

IN WITNESS WHEREOF, the Commissioner of FDLE has signed below and the authorized representative of the Agency Party has signed Addendum A (attached) on the date specified.

Mark Glass, Commissioner,

13 Jul 2023
Date signed

Florida Department of Law Enforcement

Legal Review by J. Mat OGC (attorney initials)

ADDENDUM A

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

(Duration: Signature date to June 30, 2024)

Pursuant to F.S. 23.1225(3), this mutual aid agreement may be entered into by a chief executive officer of the agency that is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page and any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

Team standard operational area:

- **Pensacola Regional Operations Center's** area of responsibility consists of the following counties: Escambia, Santa Rosa, Okaloosa, Walton, Holmes, Washington, Bay, Jackson, Calhoun and Gulf.
- **Tallahassee Regional Operations Center's** area of responsibility consists of the following counties: Liberty, Franklin, Wakulla, Gadsden, Leon, Jefferson, Taylor, Dixie, Lafayette, Suwanee, Columbia, Hamilton and Madison.
- **Jacksonville Regional Operations Center's** area of responsibility consists of the following counties: Nassau, Duval, Clay, St. Johns, Flagler, Putnam, Marion, Bradford, Union, Levy, Gilchrist, Alachua and Baker.
- **Orlando Regional Operations Center's** area of responsibility consists of the following counties: Volusia, Seminole, Brevard, Indian River, Martin, St. Lucie, Osceola, Orange and Lake.
- **Tampa Bay Regional Operations Center's** area of responsibility consists of the following counties: Citrus, Sumter, Polk, Hardee, Hillsborough, Pinellas, Pasco and Hernando.
- **Ft. Myers Regional Operations Center's** area of responsibility consists of the following counties: De Soto, Highlands, Okeechobee, Glades, Hendry, Collier, Lee, Charlotte, Sarasota and Manatee.
- **Miami Regional Operations Center's** area of responsibility consists of the following counties: Palm Beach, Broward, Dade and Monroe.

Agency Party's Acceptance of the S.A.F.E. INITIATIVE Voluntary Cooperation Mutual Aid Agreement

Agency Party: OCALA POLICE DEPARTMENT

_____ _____

Agency Head: Michael Balken, Chief Of Police Date signed

Financial Assistance Agreement between the Florida Department of Law Enforcement And Ocala Police Department

Recipient: Ocala Police Department

FLAIR Vendor ID: F59-6000392

Project Period: 07/01/2023 – 06/30/2024

Project Title: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Agreement Number: 2023-SAFE-SF-027

CSFA Catalog Number: 71.122

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and Ocala Police Department (herein referred to as "Recipient" or “Participating Agency”); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1272, Grants and Aids – S.A.F.E in Florida Program, provides $15,000,000 in nonrecurring funds from the General Revenue Fund and $5,000,000 in nonrecurring funds from the Operating Trust Fund for the State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program for the Recipient to be reimbursed for the eligible costs outlined in this agreement; and

WHEREAS, the Department may pay for services or equipment on behalf of the Recipient, the value of these payments will be considered State Financial Assistance to the Recipient and should be reported as such by the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

To receive S.A.F.E. funds, the Recipient will submit a Case Request form to the S.A.F.E. Executive Board for approval of funding for each individual case. Upon approval of the case for funding, the Recipient shall submit a Funding Request form showing estimated expenditures and the amount of funding requested.

Monthly, the Recipient will submit a Reimbursement Request to receive payment for expenditures incurred the previous month.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. Any travel paid from this agreement will be in accordance with State of Florida travel guidelines, including maximum rates for per diem, mileage, and lodging rates.

OVERVIEW AND FUNDING

Project Title: FY23-24 State Assistance for Fentanyl Eradication (S.A.F.E.) in Florida Program

Project Start Date: 07/01/2023 **Project End Date:** 06/30/2024

Program Activities and Scope of Work

Grant funding is available to conduct investigations designed to combat illegal fentanyl activity. This grant provides reimbursement for approved fentanyl-related investigative operations, which may include: overtime and related benefits; relevant travel and/or training costs; purchase of investigative supplies and equipment; relevant contractual services; and for other costs associated with cases focusing on fentanyl eradication.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the S.A.F.E. Executive Board.

Deliverables, Performance and Reports

Recipient agencies will conduct operations during the 2023-2024 state fiscal year according to the signed Mutual Aid Agreement (MAA). Activities shall be considered authorized only when approved by the S.A.F.E. Executive Board. The Recipient shall maintain activity logs that demonstrate the involvement of specific employees or agents provided by the parties to this agreement.

The deliverables for this agreement are the completion of one or more of the activities listed in the Scope of Work. The minimum performance for these activities will be determined based on the needs of each investigation.

Documentation of performance and deliverables will consist of signature certification by the Regional Special Agent in Charge (SAC) on each payment invoice. FDLE will approve the specific required services and activities and associated costs based on the nature of each investigation. Active criminal intelligence information, active criminal investigative information, and information revealing surveillance techniques, procedures, or personnel are exempt from public records disclosures under section 119.071(2), F.S.; therefore, specific activities will not be detailed in this agreement or subsequent performance or expenditures reports.

Distribution and Payments

This award is a cost-reimbursement agreement, with the ability to advance, for eligible costs incurred during the term of the agreement for satisfactory performance of eligible activities described in the Budget Narrative. Only project costs incurred on or after the start date, and on or prior to the end date are eligible for reimbursement. Expenditures must be supported with documentation and verified prior to payment.

The parties agree that all expenditures of state financial assistance must be in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

The parties agree that any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE.

Budget Narrative

Requests for payment will be processed and paid subject to FDLE approval.

Overtime (Salaries and Benefits):

Grant funds will be used to pay overtime or straight-time pay in excess of Recipient personnel's contracted regular pay hours for participating in the S.A.F.E. in Florida Program. Employer portion of FICA and retirement may be requested for reimbursement on overtime expenses.

In order to receive reimbursement, the Recipient will provide supporting backup documentation for all overtime costs, to consist of timesheets supporting time worked was in excess of the individual's regular pay and contracted hours, payroll records supporting the amount of personnel costs paid, and time/activity records supporting time worked were for approved S.A.F.E. in Florida Program activities.

Expense – (Travel and Training):

Grant funds may be used to pay training registration and/or travel costs for agency members participating in FDLE-approved training in direct support of S.A.F.E. in Florida Program operations. Fees for certification are unallowable under this Agreement.

Training and/or Travel costs funded under this Agreement must receive **pre-approval** from FDLE using the Funding Request form. In order to receive reimbursement for training and/or travel, the Recipient shall submit the signed form as preapproval documentation with the Recipient's request for reimbursement. Failure to provide the signed approval request at the time of reimbursement will result in the training and/or travel costs being deemed unallowable.

All expenditures related to travel will not exceed amounts specified in section 112.061, F.S., or other State of Florida travel guidelines. In order to receive reimbursement for training/travel costs, the Recipient must complete the State of Florida Travel Voucher and provide supporting documentation, including but not limited to: agendas, completion certificates, registration confirmations, lodging receipts, transportation receipts, etc.

Contractual Services, Equipment, Supplies, and Other Costs:

Grant funds may be used to reimburse equipment, supplies, and other costs directly related to S.A.F.E. in Florida Program operations, as pre-approved by the S.A.F.E. Executive Board.

In order to receive reimbursement for equipment, supplies, and other costs, the Recipient must provide supporting backup documentation, including but not limited to: Funding Request form with FDLE approval signature, invoices, payment receipts, etc.

ADMINISTRATION

For assistance with any contract or financial issues, the Florida Department of Law Enforcement can contact:

Recipient Contract/Grant Manager

Name: SARAH GIFFORD
Title: FISCAL TECHNICIAN
Address: 110 SOUTHEAST WATULA AVENUE, OCALA, FLORIDA 34471
Phone: 352-369-7035
Email: SGIFFORD@OCALAPD.GOV

Recipient Financial Contact

Name: CATHERINE LARSON
Title: FISCAL OPERATIONS OFFICER
Address: 692 NORTHWEST 30TH AVENUE, OCALA, FLORIDA 34475
Phone: 352-732-8181
Email: CLARSON@OCALAPD.GOV
Agency FEID Number: F59-6000392
Remit Address: 201 SOUTHEAST 3RD STREET, OCALA, FLORIDA 34471

Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

Section I: Project Implementation

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

Section II: Payments

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

Section III: Project and Grant Management

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Section IV: Mandatory Disclosures

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

Section V: Compliance with Statutes, Rules, and Regulations

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through

appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged

against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Section VI: Records, Audits, and Information Security

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department’s grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient’s award, including, but not limited to: withholding and/or other restrictions on the Recipient’s access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific

audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
BSP Office of Planning and Budgeting
ATTN: Nathan Pate
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions

of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

Section VII: Penalties, Termination, Dispute Resolution, and Liability

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of “sovereign immunity” and as set forth in 768.28, F.S.

AWARD SIGNATURES

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

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Business Support Program

Bureau Chief Signature: _____

Printed Name and Title: _____

Date: _____

Recipient
Ocala Police Department

Agency Head/Chief Official Signature: _____

Printed Name and Title: _____

Date: _____

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

File #: BR-2024-113 Agenda Item #: 9o.

Submitted By: Lafayetta Hodges

Presentation By: Tammi Haslam

Department: Police

STAFF RECOMMENDATION (Motion Ready):
Adopt Budget Resolution 2024-113 amending the Fiscal Year 2023-24 budget to accept and appropriate funds from the Bureau of Justice Assistance Bulletproof Vest Partnership Program totaling $30,397

OCALA'S RELEVANT STRATEGIC GOALS:
Quality of Place, Operational Excellence

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Patrick Leahy Bulletproof Vest Partnership, established by the Bulletproof Vest Partnership Grant Act of 1998, is a U.S. Department of Justice initiative aiding state and local law enforcement. Bulletproof vests are a critical resource with a five-year life span. The U. S. Department of Justice offers grants covering 50% of the cost to replace expired vests and acquire new ones for law enforcement officers.

FINDINGS AND CONCLUSIONS:
On September 29, 2023, the Ocala Police department received approval for the Fiscal Year 2023 Bulletproof Vest Partnership grant totaling $30,397 from the Bureau of Justice Assistance. This grant enables the purchase of bulletproof vests with a 50% match of $30,397 budgeted in Fiscal Year 2023-2024.

FISCAL IMPACT:
Grant funds will be allocated to account 001-060-849-521-52-52010. A 50% match of $30,397 is allocated in account number 001-018-849-521-52-52010.

Source:

001-331-000-000-09-33125 - BJA Bullet Proof Vest Program $30,397

Use:

001-060-849-521-52-52010 - Operating $30,397

PROCUREMENT REVIEW:
N/A

LEGAL REVIEW:
N/A

ALTERNATIVE:

- Adopt with Changes
- Deny

BUDGET RESOLUTION 2024-113

A RESOLUTION AMENDING THE FISCAL YEAR 2023-24 BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE FOR THE PURCHASE OF BULLETPROOF VEST EQUIPMENT TOTALING $30,397

WHEREAS, bulletproof vests have a five-year life span and grants are available to assist agencies with funding to replace and purchase new bulletproof vests for law enforcement officers; and

WHEREAS, on September 29, 2023, the Ocala Police Department received an award of $30,397 from the Bulletproof Vest Program funded by the Bureau of Justice, Office of Justice Programs, U.S. Department of Justice; and

WHEREAS, the Police department's budget includes funding for the required 50% grant match.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session duly assembled, that the Fiscal Year 2023-24 budget be amended as outlined below.

Source:

001-331-000-000-09-33125 - BJA Bulletproof Vest Program $30,397

Use:

001-060-849-521-52- 52010 - Operating $30,397

This resolution adopted this _____ day of _____, 2023.

ATTEST: **CITY OF OCALA**

By:
Angel B. Jacobs
City Clerk

By:
James P. Hilty Sr.
President, Ocala City Council

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Reviewed for accounting accuracy & completeness:

By: _____
Peter A. Lee
City Manager

NEW GRANT SET-UP FORM

Departments that have received a grant award must complete this form and submit it to the Grants Coordinator, along with a copy of the fully executed grant agreement, PRIOR to incurring any grant related expenses. Funds will become available for spending after revenue and expenditure codes are established by Office of Budget and Finance and a budget resolution has been adopted by the City Council.

1. DEPARTMENT (Grant Applicant/Contact Person)

Name: Lafayetta Hodges
Title: Grants Coordinator
Phone: 352-369-7085
Fax No.:

2. GRANT DATA

Grant Title: Bullet Proof Vest
Funding Agency: USDOJ
Grant Award Date: 9/29/2023 (LH)
Period of Performance: October 1, 2024 to September 30, 2025

3. FINANCIAL DATA

Amount of Grant Award: 30,297.12
Amount of Matching Funds: 30,297.12
Amount of in-kind (specify source):
Total project amount: $60,794.24 (LH)
Amount of Future Financial Obligations/Commitments:

5. STAFFING REQUIREMENTS

Anticipated Salary Costs: 0
Anticipated Overtime Costs: 0
Anticipated Benefit Costs: 0
Will fund existing or new employees? No

6. BRIEF DESCRIPTION OF PURPOSE OF THE GRANT:

The Office of Justice Programs Bullet Proof Vest Partnership pays for half of every ballistic vest that the Ocala Police Department purchases to ensure officer safety while complying with department mandatory wear policies. The regular cost of a ballistic vest package is $ 963.28; this grant brings that price down to $ 481.64 each allowing the department to continue to order and replace officer vests.

7. COUNCIL APPROVAL

Has the budget resolution and contract been approved by City Council? Yes ☐ No ●

If yes, please provide the meeting date(s) of approval.

If no, please provide the anticipated meeting date items will be presented to City Council. 11/7/23

REQUIRED SIGNATURES

Lafayetta Hodges — Oct 16, 2023
Grant Project Manager — Date

Michael Balken — 10/17/23
Department Director — Date

Jessica Brown — Digitally signed by Jessica Brown Date: 2023.10.24 09:28:53 -04'00'
Grants Coordinator — Date

OFFICE OF BUDGET & FINANCE USE ONLY

Assigned Expenditure Code: 001-060-849-*
Assigned Revenue Code: 001-331-000-000-09-33125
Date Department Notified of Appropriate Account Code: 10-24-23

MCN: 240084
Div: 849

Appendix B

FW: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

Catherine Larson <CLarson@ocalafl.gov>
Tue 10/3/2023 6:25 AM
To:Lafayetta Hodges <lhodges@ocalapd.gov>;Jessica Brown <jbrown@ocalafl.gov>

This message has originated from **outside of OPD**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Cathy Larson, CGFO, CMA
Fiscal Operations Supervisor
City of Ocala
201 SE 3rd Street
Ocala, FL 34471
Direct: (352) 629-8235

From: Bureau of Justice Assistance <BJA@public.govdelivery.com>
Sent: Friday, September 29, 2023 5:15 PM
To: Catherine Larson <clarson@ocalafl.org>
Subject: BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

View as a webpage / Share

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the BVP

System. A complete list of FY 2023 BVP awards is now available at the following link: https://bja.ojp.gov/funding/fy23-bvp-awards.pdf.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (https://www.sam.gov/SAM/) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: https://sam.gov/content/help. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) Compliance Testing Program and found to comply with the most current NIJ body armor standards, appear on the NIJ Compliant Products List as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the BVP FAQs, and detailed instructions on the process for requesting a waiver and the documentation required can be found in the Submitting Payment Requests in BVP User Guide.

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the BVP website for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative

Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE (ojp.gov).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance

Patrick Leahy Bulletproof Vest Partnership (BVP) program

BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.

OJP BJA logo

Connect with Us

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www.bja.ojp.gov

If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe here.

This email was sent to clarson@ocalafl.org using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC

GovDelivery logo

File #: 2024-0289 Agenda Item #: 9p.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve City Council Work Session minutes from September 26, 2023

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
n/a

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.org

Ocala
City Council: Work Session
Minutes

Tuesday, September 26, 2023 **12:00 PM**

Strategic Planning Session Updates

1. Call to Order

2. Roll Call

Present: Mayor Reuben Kent Guinn
Pro Tem Barry Mansfield
Council Member Kristen M. Dreyer
Council Member Jay A. Musleh
Council Member Ire J. Bethea Sr
Council President James P. Hilty Sr

Municipal Officers/Others Present: The meeting was also attended by City Manager Peter Lee, City Attorney William Sexton, Assistant City Manager Ken Whitehead, City Clerk Angel Jacobs, Fire Chief Clint Welborn, Police Chief Michael Balken, Internal Auditor Randall Bridgeman, Assistant Finance Director Peter Brill, City Projects Director Tye Chighizola, Marketing & Communication Manager Ashley Dobbs, Community Outreach Manager Rachel Fautsch, HR/Risk Management Director Devan Kikendall, Director Economic Development Aubrey Hale, Budget Director Tammi Haslam, Planning Director Patricia Hitchcock, City Engineer & Director of Water Resources Sean Lanier, Chief Financial Officer Janice Mitchell, Director of Public Works Darren Park, Director of Electric Utility Doug Peebles, Director of Telecommunications Mel Poole, Director of Parks & Recreation Preston Pooser, Assistant Director, Cyber & Physical Security Christopher Ramos, Strategic & Legislative Affairs Administrator Jeannine Robbins, Procurement & Contracting Officer Daphne Robinson, Growth Management Director Jeff Shrum, Community Engagement Coordinator Ramona Williams, Chief of Staff Chris Watt, Ocala Police Dept Representative, IT Representative, The Press and other interested parties.

3. Public Notice

4. Topics for Discussion

4a. Strategic Planning Session Updates

City Manager Pete Lee referred to the nine priorities that were discussed at the April Strategic Planning Session. He noted an affordable housing update workshop occurred in July, and surplus lots were reviewed with Council at the previous City Council meeting.

Jeff Shrum reviewed 2050 plan as a key project for staff. Requests for Proposals were issued July 25, 2023 and will be presented to council soon. He discussed the goal of ensuring public involvement and feedback in the plan, incorporating a

consultant to be more of a support role to staff. The RFP selection committee met September 13th. The plan will be to utilize the 2050 Leadership Team in the process. The goal will be to keep Council updated.

City Manager Pete Lee added it must be a community vision, as broad economically and socially as possible. He stated it is more of a physical plan/approach over policy, focusing on improvements on connections to and within the downtown, as well as updating the gateways to the city are important such as those in West Ocala.

Director of Community Development Services James Haynes reported on the affordable housing initiative team. They have met three times since April and have identified three major areas to focus on: sourcing qualified builders, finding income-qualified persons into these units, and ensuring affordability of the subject property for 20 years. Currently, Procurement has begun to source builders. The Community Development Services department has created an application process for builders to be considered for reimbursement for certain fees when building affordable units. He displayed a map of first 61 properties that have been listed, with a majority located in west Ocala.

Mr. Haynes stated it is important that potential buyers are income-qualified. He noted the City does not currently have the resources to perform the tasks associated with ensuring this requirement for the builders. He is working on updating the City's code to amend affordable housing ordinance, section106-102, which allows for liens to ensure affordability for no more than 10 years, with 10% forgiven annually. They are looking to increase to a 20-year term, with 5% forgiveness annually. AMI will change from 80% to 120%. The expected timeline for the proposed amendment is introduction October 3, with an October 17 adoption date. He commented the department is also working on a HUD grant application that will be brought to Council in the near future.

City Manager Pete Lee commented on the technical term "affordable", and noted workforce housing and housing within the 120% to 200% AMI range is very difficult to obtain currently due to a lack of supply within the range.

President Hilty questioned if the use of a land trust is a viable option. Mr. Haynes explained there is a land trust in Marion County currently with Habitat for Humanity, but he is unsure if City properties can be part of that trust. If City properties can be, he suggested using the land trust currently in place. President Hilty commented the Live Local Act has a 30-year affordability clause and questioned if the term is required, or if the City should adopt that term. Mr. Haynes stated 30-year affordability was considered and felt it was a big jump from 10 to 20, but 30 years is considerable.

President Hilty questioned if the restrictions on builders for these properties will cause any issues. Mr. Haynes responded the builders will have all of the information on restrictions and regulations as the process begins, noting that some already have experience building with Habitat for Humanity. Mr. Lee agreed it is a limiting factor, but he believes the program will have success with City guidance.

Council Member Dreyer questioned the level of the City's participation in the process as well as minimizing the cost to the smaller builders. Mr. Haynes commented the City will be monitoring the builds, but handling and monitoring it would be against HUD guidelines. A lot of multifamily builders are already versed in the affordability rules, but he acknowledged smaller builders will face some challenges he hopes the City will be able to minimize; however, staffing considerations will need to be kept in mind.

Mr. Lee explained City staff will be able to assist with guiding builders through the affordable housing ordinance and income qualifying information.

Ms. Dreyer clarified she was only considering the 61 properties on the map. Mr. Haynes agreed CDS would be helping to manage those properties' builds. Mr. Lee commented a couple of years ago, the lots were not very attractive to builders, but many are now. He stated some lots will likely receive multiple bids, and commencement and completion dates will be specified in the contracts. Mr. Haynes explained a difficult part of the process will be finding an income-qualified person or family for each property.

President Hilty commented the Live Local Act seems to have some opportunities for the City. Mr. Haynes agreed, but commented a lot of the funding is already accounted for through the SHIP program and others.

Budget Director Tammi Haslam reported on budget-long term planning. Staff has agreed on reactivating the Finance Committee. The first meeting is scheduled for October 19. They have created a budget variance report within Munis, reviewed existing five-year capital plan document, and are developing training for fiscal staff.

Assistance Director of Finance Peter Brill reviewed revenue enhancements through grants, assessments, receivable collections and a review of fees, and expenditure decreases, such as reuse of City assets, task outsouring and software, for consideration.

Growth Management Director Jeff Shrum discussed streamlining the building, permitting and inspection processes. They are in the process of updating applications and forms used within the department, the Growth Management webpages on the City website. In the short term, lobby management is being reviewed, adding in workstations to allow contractors to complete permit paperwork, as well as increasing front-end staff. He discussed permitting software upgrades. In the long term, he discussed inspection process goals, application navigator, and one stop permitting. Mr. Shrum briefly spoke on outreach activities such as the Builders' Breakfasts and monthly meetings with MCBIA board. There are future plans for quarterly meetings with other professionals/consultants as well. Council Member Mansfield stated improvements have been made in the Building Department and commented it is very important to keep that professional touch.

Community Development Services Director James Haynes spoke on Homeless Prevention. New HMIS software was implemented September 8th and staff is seeing the benefits in the new software. Recently, there have been 23 homeless diversions. In the

last year and a half working with Ocala housing authority, staff has been able to permanently house 46 families with emergency vouchers. As well, there have been 245 housing referrals, 162 employment referrals, and 79 homeless resolutions. Starting January 2024, staff will present updates to Council on homeless prevention on a quarterly basis.

Council Member Dreyer questioned what was done differently to house 46 families permanently housed as to what was done in the past. Mr. Haynes explained OHA's vouchers were higher than usual, and City and OHA staff were able to find landlords willing to take the risk.

Council Member Mansfield asked about other needs beyond housing. Mr. Haynes discussed ways staff ensures people get the information they need for social security, veteran assistance, workforce placement, and others. Mr. Mansfield wondered if there was a way the City could connect the 46 families with the affordable housing builders discussed earlier. Mr. Hilty discussed concerns associated with that, and Mr. Lee noted they didn't want to set anyone up for failure. Council Member Dreyer noted homeownership is expensive, citing examples such as costs associated with replacing an air conditioner or roof insurance.

Council Member Bethea expressed his concerns with a land trust; the homeowner never owns the land.

Chief Financial Officer Janice Mitchell discussed public safety, including modified notification to OPD and OFR for planned developments. Police and Fire developed a long-term needs list and are working to prioritize and determine estimates. The departments are researching best practices for staffing levels. She discussed a potential First Responder Training Campus, noting staff is currently evaluating of what to include and next steps.

Human Resources/Risk Management Director Devan Kikendall discussed employee engagement strategies. Employee Academy, similar to Citizens Academy, would allow staff to rotate through City departments and occur over several weeks. The annual supervisors' training conference in April received positive feedback. She reviewed potential daycare benefits for employees.

Strategic and Legislative Affairs Administrator Jeannine Robbins reviewed the Team Engagement survey results, noting results were above the national average of satisfaction, and introduced Council to the updated Key Performance Indicators dashboard.

Keith Fair, Housing Finance Authority of Marion County, discussed the bond program, highlighting savings available in financing. He explained the HFA has retained the Florida Housing Coalition to develop a land trust for rentals only.

President Hilty adjourned the meeting at 1:34pm.

5. Adjournment

1:34 pm

File #: 2024-0290 Agenda Item #: 9q.

Submitted By: Pamela Omichinski

Presentation By: Angel Jacobs

Department: City Clerk

STAFF RECOMMENDATION (Motion Ready):
Approve City Council Meeting minutes from October 17, 2023

OCALA'S RELEVANT STRATEGIC GOALS:
Operational Excellence, .

PROOF OF PUBLICATION:
n/a

Ocala
City Council
Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Tuesday, October 17, 2023 **4:00 PM**

1. Call to Order

a. Opening Ceremony

1. Invocation

2. Pledge of Allegiance

b. Welcome and Roll Call

Present: Mayor Reuben Kent Guinn
Pro Tem Barry Mansfield
Council Member Ire J. Bethea Sr
Council Member Kristen M. Dreyer
Council Member Jay A. Musleh
Council President James P. Hilty Sr

Municipal Officers/Others Present: The meeting was also attended by City Manager Peter Lee, City Attorney William Sexton, City Clerk Angel Jacobs, Deputy City Clerk Pamela Omichinski, Fire Chief Clint Welborn, Police Chief Michael Balken, Internal Auditor Randall Bridgeman, Assistant Finance Director Peter Brill, City Projects Director Tye Chighizola, Marketing & Communication Manager Ashley Dobbs, HR/Risk Management Director Devan Kikendall, Director Economic Development Aubrey Hale, Budget Director Tammi Haslam, Director of Facilities & Fleet Management John King, City Engineer & Director of Water Resources Sean Lanier, Chief Financial Officer Janice Mitchell, Director of Public Works Darren Park, Director of Electric Utility Doug Peebles, Director of Telecommunications Mel Poole, Director of Parks & Recreation Preston Pooser, Assistant Director Cyber & Physical Security Christopher Ramos, Strategic & Legislative Affairs Administrator Jeannine Robbins, Procurement & Contracting Officer Daphne Robinson, Chief of Staff Chris Watt, Ocala Police Dept Representative, IT Representative, The Press and other interested parties.

c. New Employees

- Earl Arnett, Public Works
- Lamont Sweeting, Public Works

2. Public Notice

Public Notice for the October 17, 2023 City Council Regular Meeting was posted on September 5, 2023

3. Proclamations & Awards

4. Presentations

4a. Present service award to retired Fire Captain Theron Remington for his dedication to the Ocala-Marion Mentorship Program

Fire Chief Clint Welborn presented a service award to retired Fire Captain Theron Remington for his dedication to the Ocala Marion Mentorship Program.

Captain Hickman praised Captain Remington for his great leadership in the community.

Fire Captain Theron Remington thanked the City for the award.

5. Public Comments

6. Public Hearings

6a. Approve Community Development Services application for U.S. Department of Housing and Urban Development's Pathways to Removing Obstacles to Housing Grant in the amount of $10,000,000

Director of Community Development Services James Haynes commented $85 million in grant funds will be distributed to over twenty jurisdictions. The City will be submitting an application requesting the maximum allowed amount of $10 million; no match required. The funds will be used to create incentives and support affordable housing initiatives. The grant requires the City to host one public hearing. To note, the City conducted a public meeting last week.

There being no further discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Kristen M. Dreyer
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

6b. Adopt Ordinance 2024-1 to rezone from PUD-0, Planned Unit Development, to PD, Planned Development for property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00), approximately 14.15 acres (PD23-45098) (Quasi-Judicial) - Request to postpone until the November 7, 2023, City Council meeting

Introduced By: Ire J. Bethea Sr
RESULT: POSTPONED
MOVER: Kristen M. Dreyer
SECONDER: Ire J. Bethea Sr
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

6c. Adopt Resolution 2024-2 concerning a PD, Planned Development, including PD standards for property located at the northwest corner of SE 24th Road and SE 31st Street (Parcel 29851-000-00) (Case No. PD23-45098) (Quasi-Judicial) - Request to postpone until the November 7, 2023, City Council meeting

RESULT: POSTPONED

MOVER: Barry Mansfield

SECONDER: Kristen M. Dreyer

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

7. Second and Final Reading of Ordinances

(All are Public Hearings)

7a. Adopt Ordinance 2024-2 to rezone from B-1A, Limited Neighborhood Business, to B-4, General Business District, for property located at 424 SW 11th Street (Parcel No. 28575-002-01), approximately 0.54 acres (Case ZON23-45299) (Quasi-Judicial)

Introduced By: Barry Mansfield

Growth Management Department Senior Planner Emily Johnson reported the applicant is requesting a zoning change from B-1A (Limited Neighborhood Business) to B-4 (General Business District), for the property located at 424 SW 11th Street. The applicant plans on pursuing a multifamily development project; the multifamily use was conditionally approved by the Board of Adjustment on September 18, 2023. The present B-1A zoning district would only permit multifamily dwellings with a special exception at a maximum of 10 dwelling units per acre. She explained how multifamily conflicts with the underlying high intensity land use category. The requested zoning district is consistent and compatible with the surrounding area. The Planning & Zoning Commission and staff recommend approval.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED

MOVER: Barry Mansfield

SECONDER: Kristen M. Dreyer

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

7b. Adopt Ordinance 2024-3 to rezone from M-1, Light Industrial, to M-2, Medium Industrial, property located at 3100 SW 3rd Street, parcel number 22767-002-00; approximately 2.11 acres (Case ZON23-45305) (Quasi-Judicial)

Introduced By: Jay A. Musleh

Growth Management Department Senior Planner Emily Johnson reported the applicant is requesting a zoning change from M-1 (Light Industrial) to M-2 (Medium Industrial), for the property located at 3100 SW 3rd Street. The subject property currently operates as a recycling center. The intent of the rezoning is to reclassify the property as a materials recovery facility. The applicant submitted two separate applications: code text amendment for Section 122-1225 and lot reconfiguration. The requested zoning district is consistent and compatible with the surrounding area. The Planning & Zoning Commission and staff recommend approval.

Robert Batsel, 1531 SE 36th Avenue, spoke on behalf of the applicant. He thanked staff for the favorable recommendation. The code text amendment application will come before Council next month and will address items unrelated to the project.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

7c. Adopt Ordinance 2024-4 to amend the Future Land Use Element of the Comprehensive Plan by deleting Policy 18.3 relating to development conditions for property located at 2015 NE 14th Street and the parcel directly to the east (Parcel No. 26490-000-00 and 26490-001-00), approximately 9.84 acres (Case FLUP23-45191)

Introduced By: Kristen M. Dreyer

Growth Management Department Senior Planner Emily Johnson reported the applicant is requesting to amend the future land use element of the Comprehensive Plan, by deleting Policy 18.3 relating to development conditions, for the property located at 2015 NE 14th Street, and the parcel directly to the east. The amendment will increase the maximum development potential (approximately 59 dwelling units) and allow apartment dwellings on the subject properties. Staff determined the proposed amendment will allow future development consistent with the low intensity future land use designation and is compatible with the surrounding area. Furthermore, State agencies raised no objections. The Planning & Zoning Commission and staff recommend approval.

Jimmy Gooding, 1531 SE 36th Avenue, spoke on behalf of the applicant. He stated the text policy is no longer appropriate, due to land use and Zoning Code changes.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Kristen M. Dreyer
SECONDER: Ire J. Bethea Sr
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

7d. Adopt Ordinance 2024-5 amending Chapter 30, Article II Alarms Systems concerning definitions, enforcement, and collection process (COD23-45373)

Introduced By: Kristen M. Dreyer

City Projects Director Tye Chighizola reported the proposed ordinance will address the additional revenue process. He explained how the amendment will change the process for fees collected for false alarms. Furthermore, the ordinance will eliminate waste and streamline the process; staff recommends approval.

Council Member Bethea asked how many false calls the City receives annually. Mr. Chighizola responded approximately 200 calls annually.

Council President Hilty asked if the majority of false alarms are due to dementia patients.

Mr. Chighizola responded no; the false alarms are business-related, often due to alarm malfunctions.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8. General Business

8a. Adopt Budget Resolution 2024-103 amending the Fiscal Year 2022-23 budget to appropriate funds to support expenditures incurred as a result of Hurricane Ian in the amount of $212,445

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: Jay A. Musleh
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8b. Adopt Budget Resolution 2024-104 amending the Fiscal Year 2022-23 budget to appropriate funds to support expenditures incurred as a result of Hurricane Nicole in the amount of $398,497

There being no discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Kristen M. Dreyer
SECONDER: Barry Mansfield
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8c. Adopt Budget Resolution 2024-105 amending the Fiscal Year 2022-23 budget to appropriate funds to support expenditures incurred as a result of Hurricane Idalia in the amount of $421,975

Council Member Bethea asked if the budget request is related to two different hurricanes. Budget Director Tammi Haslam confirmed the budget request is related to two different hurricane seasons. She noted the City has received several reimbursements for hurricane expenditures.

Ms. Haslam confirmed the City has not completed the 20% process with Council President Hilty. Furthermore, the City has not been fully reimbursed for the third storm.

Council Member Bethea spoke on the importance of having emergency funds.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Barry Mansfield
SECONDER: Kristen M. Dreyer
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8d. Approve the use of the State of Florida Department of Management Services cooperative purchasing agreement with AT&T Wireless for mobile communications services with FirstNet Authority with an estimated aggregate expenditure of $1,401,151

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Ire J. Bethea Sr
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8e. Accept the City of Ocala's Fiscal Year 2023-24 Community Development Block Grant agreement totaling $496,815

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Kristen M. Dreyer
SECONDER: Jay A. Musleh
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8f. Approve asbestos, lead, and mold testing contract for DK Environmental Construction Services, Inc, and PbO3 Environmental Monitoring, LLC in an amount not to exceed $100,000

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Ire J. Bethea Sr
SECONDER: Kristen M. Dreyer
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8g. Approve an Economic Investment Program agreement between the City of Ocala and Averitt Express, Inc. with a total investment not to exceed $96,000

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Barry Mansfield
SECONDER: Kristen M. Dreyer

AYE: Mansfield, Bethea Sr, Dreyer, and Hilty Sr

ABSENT: Musleh

8h. Approve renewals of cooperative purchasing agreements with UniFirst Corporation and Cintas Corporation for the provision of citywide uniform services for an aggregate contract expenditure of $296,000

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: Jay A. Musleh

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8i. Approve the continued use of State of Florida contract with WEX Bank for fuel card services with an increased total contract expenditure of $180,000

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Ire J. Bethea Sr

SECONDER: Kristen M. Dreyer

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8j. Approve the annual renewal of Computer Information Systems Computer Aided Dispatch software for Fiscal Year 2023-24 in an amount not to exceed $125,295

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Barry Mansfield

SECONDER: Kristen M. Dreyer

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

8k. Approve additional expenditures under the agreement for as-needed electrical repair and installation services with Stokes Electric in the amount of $100,000

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED

MOVER: Kristen M. Dreyer

SECONDER: Ire J. Bethea Sr

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

9. Consent Agenda

Consent Agenda items are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of Council or the public request specific items to be removed for separate discussion and action.

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Jay A. Musleh
SECONDER: Kristen M. Dreyer
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

9a. See Item 10

9b. Adopt Budget Resolution 2024-107 amending the Fiscal Year 2023-24 budget to appropriate the City of Ocala's Community Development Block Grant allocation totaling $496,815

9c. Approve additional expenditures under the agreement for elevator/lift maintenance services with Oracle Elevator Company for the purchase of a replacement elevator for the Growth Management Department in the amount of $94,948

9d. Approve the purchase of four Silent Messenger II sign boards from Solar Technology, Inc. for the Public Works Department in the amount of $67,444

9e. See Item 10

9f. Approve additional expenditures under the City's continuing professional engineering services agreement with Kimley-Horn & Associates, Inc., including Task Work Order #28 to perform a Neighborhood Traffic Calming Study for a portion of Southeast Ocala in the amount of $59,017

9g. Approve the purchase of replacement pistols for Ocala Police Department using Bradford County cooperative purchasing agreement with Dana Safety Supply, Inc. in the amount of $96,568

9h. Approve the annual renewal for hardware and software for closed-circuit television maintenance from Morse Communications for Fiscal Year 2023-24 in an amount not to exceed $57,680

9i. Approve an Addendum to the Sales and Purchase Contract City of Ocala-to-Ocala Aviation, LCC

9j. September 2023 outside counsel invoices for general city business legal services in the amount of $1,630.00 and for risk management-related legal services in the amount of $6,264

9k. Approve Lease Amendment No.1 with Elevation89, LLC, to facilitate dining room expansion, additional term, and additional rent of approximately $12,000 annually

9l. Approve the use of a three-year continuing contract with Sunbelt Rentals, Inc. for as-needed citywide small equipment rentals with an initial estimated aggregate expenditure of $50,000

9m. Approve a one-year renewal with North Florida Container & Truck Repair, LLC for dumpster repair services with a maximum expenditure of $80,000

9n. Approve regular City Council meeting minutes from October 3, 2023

10. Consent Agenda Items Held for Discussion

Should any items be removed from the Consent Agenda for discussion, they will be discussed at this time.

9a. Adopt Budget Resolution 2024-106 amending the Fiscal Year 2022-23 budget to accept and appropriate funding from the US Department of Housing and Urban Development for the Marion County's Continuum of Care Homeless Information System 2021 program year grant in the amount of $83,491

Director of Community Development Services James Haynes stated the City applied for funding to offset expenses associated with HMIS system management. He explained how the grant was not awarded in the correct timeframe. He clarified the systems tracking and audit tools with Mayor Guinn. He noted the new software is more detailed for homeless records. Staff can track the number of beds available in Marion County. There is a challenge receiving information from organizations not funded by the Continuum of Care. The City will utilize the system's information to achieve more grant funding.

City Manager Pete Lee confirmed the quarterly reports are considered public record with Mayor Guinn. He discussed how Mr. Haynes' department strives to combat homelessness in the community.

Mr. Haynes confirmed there are several organizations not fully reporting (Salvation Army and Interfaith) to the HMIS system with Council Member Dreyer. He explained the HMIS system reporting challenges. To note, the City purchased 100 licenses to distribute to organizations. The plan is to utilize the system to track success and increase funding.

Council President Hilty spoke in support of the HMIS system.

Mr. Haynes clarified the community outreach reporting efforts with Council Member Dreyer. He explained how the licenses work between the City and County.

There being no further discussion the motion carried by roll call vote.

RESULT: ADOPTED
MOVER: Ire J. Bethea Sr
SECONDER: Kristen M. Dreyer
AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

9e. Approve U.S. Department of Housing and Urban Development Homeless Management Information System Continuum of Care Program Year 2021-2022 grant funds to the City of Ocala totaling $83,491

There being no discussion the motion carried by roll call vote.

RESULT: APPROVED
MOVER: Jay A. Musleh
SECONDER: Ire J. Bethea Sr

AYE: Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

11. Introduction and First Reading of Ordinances - None

12. Internal Auditor's Report - None

13. City Manager's Report

Airplane crash at Ocala Airport update

City Manager Pete Lee spoke on the airplane crash at the Airport. The crash was caused by engine failure, under investigation by NTSB. He noted the occupants were treated for injuries.

Regional funding of opioid settlement

City Manager Pete Lee shared insights from attending the Opioid Settlement Committee meeting. The County has requested the various municipalities pool the settlement for the County to administer; the City's portion of the settlement for the first year is approximately $42,000. The committee has not determined how the money will be distributed. The City will provide updates at the next meeting. He clarified the division of the Regional Funds ($10,540,000) among the County and City. The City will receive $942,000 over 18 years. To note, the City and County must come to an agreement, to be eligible for Regional Funds.

Police Chief Mike Balken stated the Committee discussed grant administration of the funds.

Mr. Lee confirmed the funding is allocated from the Opioid settlement with Council Member Bethea.

School impact fees

City Manager Pete Lee stated he will meet with each Council Member individually to sign the letter for the school impact fees.

SunTran recognition

City Manager Pete Lee recognized SunTran for winning two awards at the 2023 Florida Public Transportation Association Annual Conference.

14. Police and Fire Department Report

Police Chief Mike Balken – Public Safety Opioid Response Efforts

Police Chief Mike Balken discussed the public safety Opioid response efforts for October 2, 2023 to October 15, 2023. The Police Departments Opioid response efforts 6, overdose deaths 2, Narcan leave behind 2, and Amnesty participation 0. Year to date, dispatch calls 56,000, traffic crashes 2,600, self-initiated calls 83,000, and Baker Acts 700, and Marchman Acts 300.

Police Chief Mike Balken – Public Safety Opioid Response Efforts & Community Paramedicine

Police Chief Mike Balken discussed the public safety Opioid response efforts and community paramedicine program. The overdose response efforts 6, overdose deaths 1, and Narcan leave

behind 1.

15. Mayor's Report

16. City Attorney's Report

Mediated Settlement Agreement

16a. Approve letter to be sent to the Marion County Property Appraiser in the matter of City of Ocala v. Wanda Hampton, et al

City Attorney Sexton discussed the mediated settlement agreement for a property located in Marion County. The settlement agreement includes a City commitment to prepare a letter on behalf of the defendant, to ask the Property Appraiser to reevaluate the assessed property taxes for a portion of the property owned by the City. The letter was prepared by Attorney Jimmy Gooding; staff recommends approval.

There being no further discussion the motion carried by roll call vote.

RESULT:	APPROVED
MOVER:	Jay A. Musleh
SECONDER:	Kristen M. Dreyer
AYE:	Mansfield, Bethea Sr, Dreyer, Musleh, and Hilty Sr

17. Informational Items

17a. Calendaring Items

- Veterans Day Holiday - Friday, November 10, 2023 - City offices closed
- Light Up Ocala - Saturday, November 18, 2023 - Downtown Square

17b. Comments by Mayor

Mayor Guinn requested an update on animal control

City Manager Pete Lee confirmed that the County's animal control services inquired about building a new facility at the Airport with Mayor Guinn. Currently, the County is utilizing their existing facility near the landfill on Baseline Road. The plan is to build a new facility to remedy capacity issues.

Growth Management Director Jeff Shrum confirmed the plan is to build the new facility north of SR 40.

Mr. Lee stated staff will provide aerial photos to Council.

Council Member Dreyer questioned why the County would want the property annexed. Mr. Shrum responded it would simplicy the processes to have the proprety not divided between the City and County parcels.. He confirmed the property has existing water and sewer connections.

Mayor Guinn requested an update on traffic impact fees

City Manager Pete Lee confirmed the City started scheduling individual meetings with the School Board Members to discuss impact fees.

Mayor Guinn asked if the County must spend the impact fee in the quadrant the development is taking place. Mr. Lee responded dual rational nexus is required.

Mayor Guinn stated the County can choose not to spend the impact fee on the actual impact the development creates. The agreement should require the County to spend the collected impact fee on the actual impact.

City Attorney Sexton confirmed the County and the City will collect the impact fee to insure the School Board spends the money in the geographic location.

Mr. Lee stated all entities have agreed to establish one school impact fee.

City Attorney Sexton confirmed transportation impact fees are separate from school impact fees.

Mr. Lee confirmed transportation impact fees can only be used for future needs.

17c. Comments by Council Members

17d. Informational

a. Executed Contracts Under $50,000

18. Adjournment

Adjourned at 5:37 pm

Minutes

James P. Hilty Sr.
Council President

Angel B. Jacobs
City Clerk

File #: ORD-2024-7 Agenda Item #: 11a.

Submitted By: Emily W. Johnson, AICP

Presentation By: Emily Johnson

Department: Growth Management

STAFF RECOMMENDATION (Motion Ready):
Introduce Ordinance 2024-7 amending Land Development Regulations Section 122-1225 regarding materials recovery facility (MRF) criteria

OCALA'S RELEVANT STRATEGIC GOALS:
Economic Hub, Quality of Place

PROOF OF PUBLICATION:
N/A

BACKGROUND:
An application has been received to amend the Land Development Regulations, submitted by Robert W. Batsel, Jr., Gooding & Batsel, PLLC (the "Agent"), on behalf of Paglia & Associates, LLC (the "Petitioner"). The Petitioner requests the amendment of Section 122-1225 to revise the buffering requirements for a materials recovery facility (MRF) and clarify the criteria for delivery areas within such facilities.

Currently, the Code requires a MRF to provide a 30-foot vegetative buffer and be completely screened from public view by a six-foot-high block or panel wall, or a six-foot-high berm with landscaping. The proposed amendment specifies these buffering requirements will only apply to a MRF operated within 750-feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. A MRF located more than 750-feet from the uses listed above will defer to the buffering requirements contained under Section 122-260.

The Planning and Zoning Commission, on October 9, 2023, voted four to one to recommend approval of the requested amendment.

FINDINGS AND CONCLUSIONS: Staff has reviewed the proposed amendment and finds the revised locational criteria will not negatively impact any existing MRF operating within City limits. The proposed ordinance is consistent with comparable ordinances concerning similar types of uses. The proposed amendment is consistent with the City's code of ordinances and with the comprehensive plan.

FISCAL IMPACT: N/A

PROCUREMENT REVIEW: N/A

LEGAL REVIEW: The ordinance will be reviewed by the City Attorney, William E. Sexton.

ALTERNATIVE:

- Approve with changes
- Deny
- Table

ORDINANCE 2024-7

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, AMENDING CHAPTER 122, ARTICLE IX (SUPPLEMENTARY REGULATIONS), CODE OF ORDINANCES; AMENDING SECTION 122-1225 BY REVISING THE CRITERIA FOR MATERIALS RECOVERY FACILITIES; PROVIDING DIRECTION TO STAFF; REPEALING INCONSISTENT AND/OR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS; PROVIDING FOR MODIFICATIONS ARISING FROM CONSIDERATION AT A PUBLIC HEARING; PROVIDING DIRECTION TO THE CODIFIER; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. That Section 122-1225 of the Code of Ordinances, City of Ocala, Florida is hereby amended to read as follows:

Sec. 122-1225. Materials recovery facility criteria.

(a) A materials recovery facility shall be a permitted use in the M-2 and M-3 zoning districts, subject to the following criteria:

(1) A materials recovery facility shall be located on a parcel at least five acres in area which: (a) enjoys direct access to and from an arterial or collector street; or (b) is an internal lot within an industrial zoned subdivision with direct access to and from an arterial or collector street.

(2) All solid waste or recovered materials being transferred to and from the facility must be processed inside an enclosed building on at least three sides. During daily operations, doors may remain open to accommodate the trucks delivering and removing materials. Outdoor storage of any materials is prohibited, without regard to duration.

(3) All solid waste materials and recovered materials entering a materials recovery facility shall be removed from the facility within 24 hours or the next business day. The floor of the materials recovery facility shall be cleaned daily after the last load is removed from the site.

(4) A materials recovery facility shall have a holding area for inspecting incoming loads. All hazardous materials shall be identified and removed from the site immediately and prior to processing.

(5) Any materials recovery facility that is open to the public shall have a separate and distinct delivery area to be utilized by the public.

(6) A materials recovery facility shall not operate within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The distance shall be measured from a material recovery facility building to the property line of a church, daycare facility, school, hospital, residence, or residentially zoned property.

(7) All buffers shall be consistent with Section 122-260. However, if a materials recovery facility is operated within 750 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property, then:

a. The property shall include, at a minimum, a 30-foot vegetative buffer and be completely screened from public view by a six-foot block or panel wall with landscaping or a six-foot berm (3:1 side slope and 25 linear feet in depth) with landscaping.

b. Landscaping shall be irrigated and maintained, and shall consist of natural vegetation and trees, if available, and a continuous hedge and ornamental / shade trees at least every 25 linear feet.

c. During the review process, the planning director may require additional fencing, landscaping, or alternative buffering to ensure complete screening of the use from public view or adjacent properties, which may include ornamental / shade trees.

(8) Materials recovery facility equipment, parking spaces or any buildings on the site cannot be located in a required buffer.

(9) A materials recovery facility shall be separated by a distance of at least 750 feet from any other materials recovery facility. The distance requirements between uses shall be measured from property line to property line.

(10) A materials recovery facility shall operate only on weekdays from 7:00 a.m. to 7:00 p.m., if within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The distance requirements between uses shall be measured from property line to property line. During emergencies that would require a significant amount of materials being delivered to the site, the city may extend the hours of operation based on the needs of the

community

(11) As part of site plan/building permit process, an applicant must identify the following: size of the building(s) (amount of floor space used for the waste), hours of operation, lighting, delivery times, the number of trucks delivering/removing waste materials, size of the trucks, internal circulation of all vehicles, parking spaces for the trucks/other vehicles and the queuing system to accommodate the trucks.

(12) As part of the site plan/building permit process, an applicant shall identify the type of solid waste materials being delivered to the site, and the location and type of facility where the solid waste materials will be delivered once they leave the materials recovery facility.

(13) If a license or permit is required to operate a materials recovery facility is required pursuant to federal, state, or local law, the applicant must possess such license or permit to operate such a facility. Under no circumstances will permits or a business tax certificate be issued by the City until such license or permit is presented to the building official.

(14) A license or permit to operate a materials recovery facility by federal, state, or local law must be consistent with the City's code of ordinances and comprehensive plan. As part of the permitting process the City may require groundwater monitoring prior to approval and during the operation of a materials recovery facility.

(15) A materials recovery facility must comply with the city's noise and waste regulations per sections 34-93 and 34-171 of this Code and provide a plan as part of the application to address odor and dust debris from the site, including the roads accessing the site.

(16) A materials recovery facility shall adhere to all site plan requirements as per article IV of this chapter.

(17) All structures on the site shall meet the building code requirements and life safety code requirements pertaining to the intended use.

(18) A materials recovery facility application may be subject to a Development Agreement, which may include reasonable conditions in addition to those provided in this subsection to ensure that the proposed use is compatible with the surrounding area.

***Section 2*.** Direction to Staff.

The City Council of the City of Ocala, Florida directs staff to take any and all steps necessary to effectuate the adoption and implementation of this ordinance; and all other matters as provided for above and herein as well as to ensure the orderly and effective administration and implementation of the intent of this ordinance and the specific matters outlined herein.

Section 3. Repealing Inconsistent and/or Conflicting Provisions.

The City Council of the City of Ocala, Florida hereby specifically repeals, to the extent of any such

conflict, any and all ordinances, resolutions, policies, procedures, and/or other articles which are conflicting and/or inconsistent with this ordinance and the intent and direction provided by the City Council herein.

Section 4. Severability of Ordinance Provisions.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, it is the intent of the City Council of the City of Ocala, Florida that (1) such portion shall be deemed a separate, distinct and independent provision; (2) such holding shall not affect the validity of the remaining portions hereof; and (3) this ordinance be adopted as though any such provision was not included herein.

Section 5. Modifications Arising from Consideration at a Public Hearing.

It is the intention of the City Council of the City of Ocala, Florida that (1) the provisions of this ordinance may be modified as a result of its consideration by the City Council of matters that may arise during the public hearing(s) at which this ordinance is considered; and (2) any such modifications shall be incorporated into the final version of this ordinance.

Section 6. Direction to the Codifier.

It is the intention of the City Council of the City of Ocala, Florida that (1) this ordinance shall become and be made a part of the *Code of Ordinances, City of Ocala, Florida*, (2) the sections and paragraphs of this ordinance may be renumbered or relettered in order to accomplish said intention; (3) terms or headings not affecting the intent of this ordinance may be changed to further accomplish said intention; and (4) any scrivener's error(s) contained herein which do not affect the intent of this ordinance be corrected with the authorization of the City Manager or their designee and without the need for additional public hearings or consideration by the City Council.

Section 7. Effective Date of Ordinance.

This ordinance shall become effective immediately upon approval by the Mayor or becoming law without such approval.

PASSED AND ADOPTED, in a regular session with a quorum present and voting, by the City Council of the City of Ocala, Florida this ____ day of _____ 2023.

ATTEST:

By:
Angel B. Jacobs
City Clerk

CITY OF OCALA

By:
James P. Hilty Sr.
President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2023.

By: _____

Reuben Kent Guinn
Mayor

Approved as to form and legality:

By: _____
William E. Sexton
City Attorney

Ordinance No:	2024-7
Introduced:	Click or tap to enter a date.
Adopted:	Click or tap to enter a date.
Legal Ad No:	Click or tap here to enter text.

Sec. 122-1225. Materials recovery facility criteria.

(a) A materials recovery facility shall be a permitted use in the M-2 and M-3 zoning districts, subject to the following criteria:

(1) A materials recovery facility shall be located on a parcel at least five acres in area which: (a) enjoys direct access to and from an arterial or collector street; or (b) is an internal lot within an industrial zoned subdivision with direct access to and from an arterial or collector street.

(2) All solid waste or recovered materials being transferred to and from the facility must be processed inside an enclosed building on at least three sides. During daily operations, doors may remain open to accommodate the trucks delivering and removing materials. Outdoor storage of any materials is prohibited, without regard to duration.

(3) All solid waste materials and recovered materials entering a materials recovery facility shall be removed from the facility within 24 hours or the next business day. The floor of the materials recovery facility shall be cleaned daily after the last load is removed from the site.

(4) A materials recovery facility shall have a holding area for inspecting incoming loads. All hazardous materials shall be identified and removed from the site immediately and prior to processing.

(5) ~~A~~Any materials recovery facility that is open to the public shall have a separate and distinct delivery area ~~for~~to be utilized by the public.

(6) A materials recovery facility shall not operate within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The distance shall be measured from a material recovery facility building to the property line of a church, daycare facility, school, hospital, residence, or residentially zoned property.

(7) ~~A~~All buffers shall be consistent with Section 122-260. However, if a materials recovery facility ~~must have~~is operated within 750 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property, then:

a. The property shall include, at a minimum, a 30-foot vegetative buffer~~. The use shall~~ and be completely screened from public view~~, which shall include, at a minimum, either~~ by a six-foot block~~/~~ or panel wall with landscaping or a six-foot berm (3:1 side slope~~/~~ and 25 linear feet in depth) with landscaping~~. All landscaping~~

b. Landscaping shall be irrigated and maintained, and shall consist of ~~the~~ natural vegetation and trees, if ~~any~~available, and a continuous hedge and ornamental~~/~~ / shade trees ~~(~~at least every 25 linear feet~~) if none. All landscaping shall be 100 percent irrigated and maintained. As part of~~.

c. During the review process, the planning director may require additional fencing, landscaping, or alternative buffering to ensure complete screening of the use from public view or adjacent properties, which may include ornamental~~/~~ / shade trees. ~~All other buffers shall be consistent with Section 122-260.~~

(8) Materials recovery facility equipment, parking spaces or any buildings on the site cannot be located in a required buffer.

(9) A materials recovery facility shall be separated by a distance of at least 750 feet from any other materials recovery facility. The distance requirements between uses shall be measured from property line to property line.

(10) A materials recovery facility shall operate only on weekdays from 7:00 a.m. to 7:00 p.m., if within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The

distance requirements between uses shall be measured from property line to property line. During emergencies that would require a significant amount of materials being delivered to the site, the city may extend the hours of operation based on the needs of the community.

(11) As part of site plan/building permit process, an applicant must identify the following: size of the building(s) (amount of floor space used for the waste), hours of operation, lighting, delivery times, the number of trucks delivering/removing waste materials, size of the trucks, internal circulation of all vehicles, parking spaces for the trucks/other vehicles and the queuing system to accommodate the trucks.

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(13) If a license or permit is required to operate a materials recovery facility is required pursuant to federal, state, or local law, the applicant must possess such license or permit to operate such a facility. Under no circumstances will permits or a business tax certificate be issued by the City until such license or permit is presented to the building official.

(14) A license or permit to operate a materials recovery facility by federal, state, or local law must be consistent with the City's code of ordinances and comprehensive plan. As part of the permitting process the City may require groundwater monitoring prior to approval and during the operation of a materials recovery facility.

(15) A materials recovery facility must comply with the city's noise and waste regulations per sections 34-93 and 34-171 of this Code and provide a plan as part of the application to address odor and dust debris from the site, including the roads accessing the site.

(16) A materials recovery facility shall adhere to all site plan requirements as per article IV of this chapter.

(17) All structures on the site shall meet the building code requirements and life safety code requirements pertaining to the intended use.

(18) A materials recovery facility application may be subject to a Development Agreement ~~pursuant to F.S. §§ 163.3220—163.3243. A Development Agreement~~, which may include reasonable conditions in addition to those provided in this subsection to ensure that the proposed use is compatible with the surrounding area.

(Ord. No. 2022-72 , § 8, 8-16-22)

CITY OF OCALA
Meeting Date: 10/9/2023
PLANNING & ZONING COMMISSION REPORT

Subject: Code amendment regarding materials recovery facility (MRF) criteria.

Submitted By: Emily W. Johnson, AICP

City Council Date: November 7, 2023 (Introduction) and November 21, 2023 (Second & final reading)

STAFF RECOMMENDATION (Motion Ready): **Approve** an ordinance to amend Section 122-1225 regarding materials recovery facility (MRF) criteria.

OCALA'S RELEVANT STRATEGIC GOALS: Economic Hub and Quality of Place

BACKGROUND: Staff has received an application to amend the Land Development Regulations, submitted by Robert W. Batsel, Jr., Gooding & Batsel, PLLC (the "Agent"), on behalf of Paglia & Associates, LLC (the "Petitioner"). The Petitioner is requesting the amendment of Section 122-1225 to revise the buffering requirements for a materials recovery facility (MRF); and clarify the criteria for delivery areas within such facilities.

Currently, the Code requires that any MRF provide a 30-foot vegetative buffer, and be completely screened from public view by a 6-foot-high block or panel wall, or a 6-foot-high berm with landscaping. The proposed amendment specifies these buffering requirements would only apply to a MRF operated within 750-feet of a church, daycare facility, school, hospital, residence, or residentially-zoned property; a MRF located more than 750-feet from the aforementioned uses would defer to the buffering requirements contained under Section 122-260.

FINDINGS AND CONCLUSIONS:
Staff has reviewed the proposed amendment and finds that the revised locational criteria will not negatively impact any existing MRF operating within City limits. The proposed ordinance is consistent with comparable ordinances concerning similar types of uses. The proposed amendment is consistent with the City's code of ordinances, and with the comprehensive plan.

FISCAL IMPACT: N/A

LEGAL REVIEW: The ordinance is pending review by the City Attorney, William E. Sexton.

ALTERNATIVE:
- Approve with changes
- Deny
- Table

SUPPORT MATERIALS:
- Redlined outline of text amendment

Proposed changes to Sec. 122-1225. Materials recovery facility criteria.

(a) A materials recovery facility shall be a permitted use in the M-2 and M-3 zoning districts, subject to the following criteria:

(1) A materials recovery facility shall be located on a parcel at least five acres in area which: (a) enjoys direct access to and from an arterial or collector street; or (b) is an internal lot within an industrial zoned subdivision with direct access to and from an arterial or collector street.

(2) All solid waste or recovered materials being transferred to and from the facility must be processed inside an enclosed building on at least three sides. During daily operations, doors may remain open to accommodate the trucks delivering and removing materials. Outdoor storage of any materials is prohibited, without regard to duration.

(3) All solid waste materials and recovered materials entering a materials recovery facility shall be removed from the facility within 24 hours or the next business day. The floor of the materials recovery facility shall be cleaned daily after the last load is removed from the site.

(4) A materials recovery facility shall have a holding area for inspecting incoming loads. All hazardous materials shall be identified and removed from the site immediately and prior to processing.

(5) ~~A~~Any materials recovery facility that is open to the public shall have a separate and distinct delivery area ~~for~~to be utilized by the public.

(6) A materials recovery facility shall not operate within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The distance shall be measured from a material recovery facility building to the property line of a church, daycare facility, school, hospital, residence, or residentially zoned property.

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b. Landscaping shall be irrigated and maintained, and shall consist of ~~the~~ natural vegetation and trees, if ~~any~~available, and a continuous hedge and ornamental~~/~~ / shade trees ~~(~~at least every 25 linear feet~~) if none. All landscaping shall be 100 percent irrigated and maintained. As part of~~.

c. During the review process, the planning director may require additional fencing, landscaping, or alternative buffering to ensure complete screening of the use from public view or adjacent properties, which may include ornamental~~/~~ / shade trees. ~~All other buffers shall be consistent with Section 122-260.~~

(8) Materials recovery facility equipment, parking spaces or any buildings on the site cannot be located in a required buffer.

(9) A materials recovery facility shall be separated by a distance of at least 750 feet from any other materials recovery facility. The distance requirements between uses shall be measured from property line to property line.

(10) A materials recovery facility shall operate only on weekdays from 7:00 a.m. to 7:00 p.m., if within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The

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(11) As part of site plan/building permit process, an applicant must identify the following: size of the building(s) (amount of floor space used for the waste), hours of operation, lighting, delivery times, the number of trucks delivering/removing waste materials, size of the trucks, internal circulation of all vehicles, parking spaces for the trucks/other vehicles and the queuing system to accommodate the trucks.

(12) As part of the site plan/building permit process, an applicant shall identify the type of solid waste materials being delivered to the site, and the location and type of facility where the solid waste materials will be delivered once they leave the materials recovery facility.

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(Ord. No. 2022-72 , § 8, 8-16-22)

ORDINANCE

AN ORDINANCE OF THE CITY OF OCALA, FLORIDA, CONCERNING ZONING; AMENDING SECTION 122-1225 CONCERNING SUPPLEMENTARY REGULATIONS FOR MATERIALS RECOVERY FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

Section 1. That Section 122-1225 of the Code of Ordinances, City of Ocala, Florida is hereby amended to read as follows:

Sec. 122-1225. Materials recovery facility criteria.

(a) A materials recovery facility shall be a permitted use in the M-2 and M-3 zoning districts, subject to the following criteria:

(1) A materials recovery facility shall be located on a parcel at least five acres in area which: (a) enjoys direct access to and from an arterial or collector street; or (b) is an internal lot within an industrial zoned subdivision with direct access to and from an arterial or collector street.

(2) All solid waste or recovered materials being transferred to and from the facility must be processed inside an enclosed building on at least three sides. During daily operations, doors may remain open to accommodate the trucks delivering and removing materials. Outdoor storage of any materials is prohibited, without regard to duration.

(3) All solid waste materials and recovered materials entering a materials recovery facility shall be removed from the facility within 24 hours or the next business day. The floor of the materials recovery facility shall be cleaned daily after the last load is removed from the site.

(4) A materials recovery facility shall have a holding area for inspecting incoming loads. All hazardous materials shall be identified and removed from the site immediately and prior to processing.

(5) Any materials recovery facility that is open to the public shall have a separate and distinct delivery area to be utilized by the public.

(6) A materials recovery facility shall not operate within 200 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property. The distance shall be measured from a material recovery facility building to the property line of a church, daycare facility, school, hospital, residence, or residentially zoned property.

(7) All buffers shall be consistent with Section 122-260. However, if a materials recovery facility is operated within 750 feet of a church, daycare facility, school, hospital, residence, or residentially zoned property, then:

a. The property shall include, at a minimum, a 30-foot vegetative buffer and be completely screened from public view by a six-foot block or panel wall with landscaping or a six-foot berm (3:1 side slope and 25 linear feet in depth) with landscaping.

b. Landscaping shall be irrigated and maintained, and shall consist of natural vegetation and trees, if available, and a continuous hedge and ornamental / shade trees at least every 25 linear feet.

c. During the review process, the planning director may require additional fencing, landscaping, or alternative buffering to ensure complete screening of the use from public view or adjacent properties, which may include ornamental / shade trees.

(8) Materials recovery facility equipment, parking spaces or any buildings on the site cannot be located in a required buffer.

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(18) A materials recovery facility application may be subject to a Development Agreement, which may include reasonable conditions in addition to those provided in this subsection to ensure that the proposed use is compatible with the surrounding area.

Section 2. Severability Clause: Should any provision or section of this ordinance be held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon approval by the Mayor, or becoming law without such approval.

ATTEST:	**CITY OF OCALA**
By:_____	By:_____
Angel B. Jacobs	James P. Hilty Sr.
City Clerk	President, Ocala City Council

Approved/Denied by me as Mayor of the City of Ocala, Florida, on _____, 2023.

By: _____
Reuben Kent Guinn
Mayor

Approved as to form and legality:

By:_____
William E. Sexton
City Attorney

File #: 2024-0119 Agenda Item #: 17d1.

Submitted By: Charlene Pollette

Presentation By: Doug Peebles

Department: Electric Utility

STAFF REPORT:
Power Cost Adjustment Report - September 2023

OCALA'S RELEVANT STRATEGIC GOALS:
Fiscally Sustainable

PROOF OF PUBLICATION:
N/A

BACKGROUND:
The Power Cost Adjustment (PCA) rate is the mechanism by which the positive and negative fluctuations in the cost of power are passed through to the customer. Power costs and sales are reviewed monthly to project over or under-collections for the year. While the PCA can be adjusted as often as monthly, the recent practice has been to make minimal adjustments to maintain stable customer rates.

As requested by the City Council, a monthly report on the projected over or under-collection of the PCA is attached.

On October 12, 2023, staff participated in a rate call with the Florida Municipal Power Agency (FMPA). Based on rate projections at that time, and our sales projections, an under-collection of $5,855,154 will be recorded for the fiscal year ending September 30, 2023.

The current balance in the rate stabilization reserve is $12,945,306, or approximately 10 percent of the approximate $133 million Fiscal Year 2023 fuel costs. Policy sets the rate stabilization reserve funding range at 15 to 25 percent of projected fuel costs. Currently, the reserve is approximately 5 percent below the minimum policy requirement.

City Council Report
Power Cost Adjustment Projection

September 2023

On October 12, 2023, staff participated in a rate call with FMPA. Based on their current rate projections and our sales projections, an under-collection of $5,855,154 will be recorded for the fiscal year ending September 30, 2023.

FMPA updates its rate projections monthly and staff will continue to monitor and provide monthly updates. Staff will continue to monitor the PCA and make recommendations as necessary.

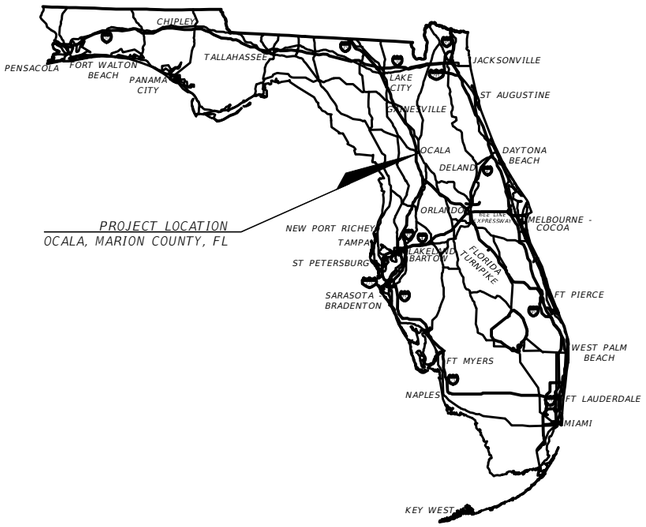
Projected Annual Power Costs		$132,403,391
Projected Annual kWh Sales		1,455,268,791
PCA Rate for: 9/30/2023		$0.05600
Cumulative Over(Under) Collection:	9/30/2023	($5,855,154)
Projected Over(Under) Collection:	9/30/2023	($5,855,154)

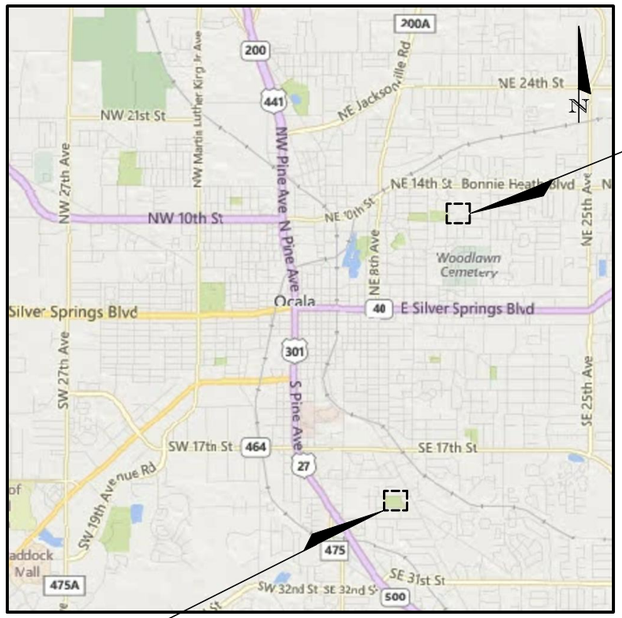
CONTRACT PLANS

ITB NO. 220752

LIFT STATIONS #9 & #22 IMPROVEMENTS AND FISHER PARK DRA EXPANSION

100% PLANS
FOR CONSTRUCTION
DATE: 3/15/2023





UTILITY COMPANY	PHONE NUMBER	EMERGENCY
OCALA PUBLIC WORKS (TRAFFIC)	(352) 351-6733	
OCALA ELECTRIC UTILITES	(352) 351-6650	(352) 351-6666 (LEAVE MESSAGE)
OCALA WATER RESOURCES	(352) 351-6772	(352) 351-6775
COX COMMUNICATIONS	(888) 269-9693	
CENTURYLINK	(352) 368-8817	
TECO GAS	(352) 622-0112	(352) 622-0111

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3-4	GENERAL NOTES
5-6	PLAN SHEETS
7-8	CONDUIT SCHEMATICS
9-10	DRA EXPANSION PLANS
11	SPECIAL STORMWATER DETAIL

U.S. Department of Transportation, Manual on Uniform Traffic Control Devices (2009 Version with Revisions)

Florida Department of Transportation, Standard Plans for Road and Bridge Construction (FY 2020-2021 Version)

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction (July 2020 Version)

Florida Department of Transportation, Manual of Uniform Minimum Standards for Design, Construction, & Maintenance of Streets & Highways "Florida Green Book" (2016 Version, Effective June 2017)

City of Ocala, Land Development Code (FY 2020-2021 Version)

City of Ocala, Standard Specifications For Construction of Streets, Stormwater, Traffic, Water & Sewer Infrastructure (January 2022 Version)

811 Know what's below. Call 811 before you dig.

CITY ENGINEER'S OFFICE
1805 NE 30th AVE, BLDG #600
OCALA, FLORIDA 34470

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY
OCALA City Engineer's Office

PROJECT NO's. 18206 & 19326
PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

KEY SHEET

SHEET NO. 1

HECTOR A. COLON LICENSE No. 84007 STATE OF FLORIDA PROFESSIONAL ENGINEER

Hector Colon

Digitally signed by Hector Colon
Date: 2023.04.26 13:23:31 -04'00'

CITY OF OCALA
CITY ENGINEER'S OFFICE
1805 NE 30TH AVE., BLDG. 300
OCALA, FL 34470

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

KEY SHEET
SIGNATURE SHEET
GENERAL NOTES
ENVIRONMENTAL NOTES
LEGEND & ABBREVIATIONS
PLAN SHEETS

CITY OF OCALA STANDARD DETAILS REQUIRED:

1. TYPICAL TREE PROTECTION (DETAIL #G-24)
2. TYPICAL SILT FENCE (DETAIL #G-25)
3. KARST SINK CHIMNEY REPAIR (DETAIL #SW-6)

PAYAL S. PANDYA No.73210 STATE OF FLORIDA PROFESSIONAL ENGINEER

Payal Pandya 04/26/2026

CITY OF OCALA
CITY ENGINEER'S OFFICE
1805 NE 30TH AVE., BLDG. 300
OCALA, FL 34470

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

PLAN INDEX

SIGNATURE SHEET
SITE LAYOUT SHEET
CROSS SECTION SHEET
DETAIL SHEETS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
----	----		

HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA City Engineer's Office

PROJECT NO's. 18206 & 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

SIGNATURE SHEET

SHEET NO. 2

GENERAL NOTES:

1. ALL CONSTRUCTIONS SHALL BE IN ACCORDANCE TO THE LATEST EDITION OF THE CITY OF OCALA'S "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF STREETS, STORMWATER, TRAFFIC, WATER & SEWER INFRASTRUCTURE".
2. ALL UNSUITABLE MATERIALS ENCOUNTERED SHALL BE DISPOSED OF AND REPLACED WITH APPROVED MATERIALS.
3. NEW WATER MAIN TO BE INSTALLED AT 36" DEEP (MIN.) TO TOP OF PIPE EXCEPT WHERE VERTICAL ADJUSTMENTS ARE REQUIRED TO AVOID CONFLICTS. SEE ALSO NOTES 14 AND 15 BELOW.
4. ALL UTILITIES SHOWN ON THESE PLANS HAVE BEEN PLOTTED FROM THE BEST AVAILABLE RECORDS. HOWEVER, IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND CONDITIONS FROM THE UTILITY AGENCIES PRIOR TO CONSTRUCTION.
5. EXCAVATED MATERIALS SHALL BE LOADED ONTO DUMP TRUCKS DIRECTLY BEHIND THE EQUIPMENT AND HAULED OFF TO THE DESIGNATED SITE. TRAFFIC CONTROL MEASURES SHALL BE PLACED ACCORDINGLY TO ACCOMMODATE THIS PROCESS.
6. INSTALL INLET PROTECTION DEVICES AT ALL INLETS TO MINIMIZE DEBRIS ENTERING THE STORM DRAIN SYSTEM. (AS APPROVED BY FDEP)
7. THE TRAFFIC CONTROL PLAN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD); THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS (STANDARD INDEXES) INDEXES #102-600 THROUGH #102-660, LATEST EDITION; AND ANY REQUIREMENTS OF THE CITY OF OCALA THAT MEET OR EXCEED ANY OF THE ABOVE.
8. UNLESS OTHERWISE SPECIFIED ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN TWO LANES OF TRAFFIC IN EACH DIRECTION FOR THE DURATION OF THE PROJECT. THE CONTRACTOR MAY, UPON APPROVAL OF THE ENGINEER IN CHARGE, RESTRICT TRAFFIC TO ONE-WAY OPERATION FOR SHORT PERIODS OF TIME PROVIDED THAT ADEQUATE MEANS OF TRAFFIC CONTROL ARE EFFECTED AND TRAFFIC IS NOT UNREASONABLY DELAYED.
9. CONTRACTOR TO REPAIR OR REPLACE ALL PAVEMENT MARKINGS, TRAFFIC LOOPS OR HOMERUNS THAT ARE DAMAGED DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCEPTABLE ACCESS TO ALL BUSINESSES AND RESIDENCES ALONG THE PROJECT ROUTE WHENEVER CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS. FLAGMEN SHALL BE USED WHEN NO ALTERNATE ACCESS IS POSSIBLE.
11. THE REQUIRED TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS SHALL BE ERECTED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION WHICH MAY CREATE ANY HAZARDOUS CONDITION. THE CONTRACTOR SHALL IMMEDIATELY REMOVE OR COVER ANY DEVICE WHICH DOES NOT APPLY TO THE EXISTING CONDITIONS.
12. THE CONTRACTOR SHALL HAVE A STATE OF FLORIDA CERTIFIED MAINTENANCE OF TRAFFIC SUPERVISOR WITH THE RESPONSIBILITY OF MAINTAINING THE POSITIONING AND CONDITION OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS THROUGHOUT THE DURATION OF THE PROJECT. THE ENGINEER IN CHARGE SHALL BE KEPT ADVISED AS TO THE IDENTIFICATION AND MEANS OF CONTACTING THIS EMPLOYEE ON A 24-HOUR BASIS.
13. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL CONDITION.
14. THE CONTRACTOR SHALL BE NOISE SENSITIVE FOR NIGHT OPERATIONS.
15. CONTRACTOR TO PERFORM HYDROSTATIC TESTING OF WATER MAIN AND WATER SERVICES.
16. NEW OR RELOCATED WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST 6 FEET AND PREFERABLY 10 FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING GRAVITY SEWER, SEWER FORCE MAIN, OR RECLAIMED WATER MAINS. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FEET WHERE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR NEW GRAVITY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 6 INCHES AND PREFERABLY 12 INCHES ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPE LINE. IT IS PREFERABLE TO INSTALL THE WATER MAIN ABOVE OTHER PIPE LINES.
17. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE CROSSING PIPELINES, SO THAT WATER LINE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING PIPE. PIPE CROSSINGS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM-TYPE RECLAIMED WATER SEWER MAINS AND AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY SEWERS AND SEWER FORCE MAINS.
18. WATER METER SERVICES MAY BE REMOVED/ADDED BASED ON ACTUAL FIELD CONDITIONS.
19. ACTUAL LOCATIONS AND SIZES OF WATER MAINS AND METERS MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS RESPONSIBLE FOR FIELD VISIT PRIOR TO BID.
20. TAPS MAY BE DELETED IF NEW MAIN CAN BE CONNECTED DIRECTLY TO OLD MAIN VIA PIPE-SLEEVES AND/OR EXISTING VALVES.
21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE EXISTING SEWER LATERALS. CITY MAY PROVIDE AS-BUILTS IF REQUESTED.
22. WHERE WATER METERS ARE TO BE RELOCATED, THE COST OF MATERIAL AND LABOR TO RELOCATE THE METER BOX TO THE NEW LOCATION SHALL BE CONSIDERED PART OF THE RELOCATION COST AND SHALL INCLUDE METER RELOCATIONS WITHIN 20' OF THE ORIGINAL LOCATION. FOR RELOCATIONS MORE THAN 20' FROM THE OLD LOCATION, THE COST OF LABOR AND MATERIAL SHALL BE INCLUDED IN THE COST PER FOOT FOR "EXTENDING CUSTOMER SERVICE TO RELOCATED METER".
23. WHERE NON-STANDARD METER BOXES ARE FOUND, THE CONTRACTOR SHALL REPLACE THE EXISTING METER BOX WITH A STANDARD GULF BOX. UNIT PRICE SHALL INCLUDE ALL MATERIALS NECESSARY TO REMOVE AND REPLACE THE METER BOX.
24. WHERE WATER MAINS AND APPURTENANCES ARE TO BE ABANDONED, THE CONTRACTOR SHALL ABANDON THE SYSTEM AS FOLLOWS:
25. WATER VALVES – REMOVE ALL WATER VALVES ON ABANDONED WATER MAINS WHERE WATER MAINS CAN BE SHUT DOWN OR REDUCED TO A WORKABLE FLOW. FOR WATER MAINS THAT CANNOT BE SHUT DOWN FOR VALVE REMOVAL, THEN THE CONTRACTOR SHALL CLOSE THE VALVE, REMOVE VALVE BOX, CUT AND CAP PIPES ON DOWNSTREAM SIDE OF THE VALVE.
26. FIRE HYDRANTS – REMOVE ALL FIRE HYDRANT ASSEMBLIES (FROM VALVE TO HYDRANT) ON EXISTING MAINS WHICH ARE TO BE ABANDONED AND CAP TEE.
27. WATER SERVICES – CLOSE SERVICE VALVE AT WATER MAIN, THEN CUT AND CAP SERVICE PIPE AT SERVICE VALVE. REMOVE ALL METER BOXES, AND CAP ALL PIPES LEFT IN PLACE.
28. WATER MAINS – REMOVE PIPE WHERE REQUIRED FOR CONSTRUCTION. WHERE PIPES ARE LEFT IN PLACE, CAP ALL EXPOSED PIPES. WHERE PIPES LEFT IN PLACE ARE CUT, BROKEN, OR DAMAGED, THE PIPE IS TO BE CUT AND PIPE ENDS TO BE CAPPED ACCORDINGLY. IF REQUIRED FOR PIPES IN FDOT RIGHT-OF-WAY, THEN GROUT ALL ABANDONED PIPES AND FILL WITH FLOWABLE FILL.
29. WHERE PAVEMENT HAS TO BE REMOVED, REPLACE PAVEMENT IN ACCORDANCE WITH DETAIL 478-6.1B TO PROPERLY ABANDON THE WATER MAIN. PAVEMENT IN FDOT RIGHT-OF-WAY SHALL BE REPLACED TO FDOT STANDARDS IN ACCORDANCE WITH PERMIT REQUIREMENTS. RE-STRIPE PAVEMENT AS REQUIRED.
30. WHERE 2" WATER MAINS ARE CALLED FOR ON THE PLANS, INSTALL STANDARD 2" PVC WATER MAINS IN ALL CITY RIGHT OF WAYS AND 2" HDPE IN ALL FDOT RIGHT OF WAYS. FOR ALL DRIVEWAY AND STREET CROSSINGS, CITY AND FDOT, DIRECTIONAL BORE 2" HDPE. AT THE DISCRETION OF THE ENGINEER, DIRECTIONAL BORES MAY BE EXTENDED BETWEEN REQUIRED BORES TO AVOID MULTIPLE TRANSITIONS BETWEEN PIPE MATERIALS IN A SHORT AREA OF PIPE.

ENVIRONMENTAL NOTES:

1. THE CITY OF OCALA OPERATES UNDER A FDEP NPDES 'GENERAL PERMIT' THAT REQUIRES THE CITY AND, IN TURN, ITS CONTRACTORS TO FOLLOW CERTAIN ENVIRONMENTAL PRACTICES AND PROCEDURES TO PREVENT THE POLLUTION OF THE CITY'S GROUNDWATER AND STORMWATER SYSTEM.
2. ALL WATER COLLECTED AND PUMPED DURING TRENCH DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UPLAND AREAS INTO DISCHARGE LOCATIONS THAT SHALL BE A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY OR WETLAND AREA TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES.
3. STAKED SILT SCREEN, TURBIDITY BARRIERS OR OTHER PERIMETER CONTROL METHODS APPROVED BY FDEP SHALL BE UTILIZED AS SILT BARRIERS AND PLACED IN LOCATIONS SHOWN ON THE PLANS AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM REACHING PRIVATE PROPERTY. THESE BARRIERS SHALL BE INSTALLED BEFORE COMMENCING WITH ANY CONSTRUCTION WITHIN OR ADJACENT TO PRIVATE PROPERTY. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS AND FENCING INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS AND FENCING SHALL BE IMMEDIATELY REPAIRED OR REPLACED AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS AND FENCING SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND BEFORE FINAL ACCEPTANCE.
4. THE CONTRACTOR SHALL NOT REMOVE ANY TREES WITHOUT COORDINATING SUCH REMOVAL WITH THE ENGINEER. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL, OR NATIVE VEGETATION AREAS WITHOUT PROPER AUTHORIZATION, CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING PLAN TO AND OBTAINING APPROVAL FROM FDEP, WATER MANAGEMENT DISTRICT, CITY, OWNER AND ENGINEER, AND COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF TREE REMOVAL.

THE CONTRACTOR SHALL:

5. HANDLE, COLLECT, AND DISPOSE OF HAZARDOUS MATERIALS, SANITARY WASTE, AND CONSTRUCTION WASTE MATERIALS ACCORDING TO THE APPLICABLE STATE LAWS AND REGULATIONS, CITY ORDINANCES, OR AS DIRECTED BY THE CITY.
6. DESIGNATE AN AREA FOR DISCHARGE OF SURPLUS CONCRETE AN CONCRETE TRUCK DRUM WASH WATER. INSTALL A CONTAINMENT BERM AROUND THIS DESIGNATED AREA TO PREVENT RUNOFF BEYOND THE DESIGNATED AREA. ALL SURPLUS CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO FINAL INSPECTION.
7. STORE AND USE PETROLEUM AND OTHER HAZARDOUS PRODUCTS ACCORDING TO RECOMMENDED PROCEDURES.
8. FOLLOW GOOD HOUSEKEEPING PRACTICES TO MINIMIZE THE RISK OF SPILLS OR UNINTENDED EXPOSURE OF PETROLEUM AND OTHER HAZARDOUS MATERIALS TO STORMWATER RUNOFF OR SEEPAGE INTO THE GROUNDWATER.
9. HAVE PRE-PREPARED PROCEDURES CLEARLY POSTED FOR SPILL CONTAINMENT AND CLEAN-UP.
10. HAVE READILY AVAILABLE REMEDIATION MATERIALS FOR SPILL CONTAINMENT AND CLEAN-UP.
11. UPON RELEASE, IMMEDIATELY INITIATE RECOMMENDED METHODS FOR SPILL CONTAINMENT AND CLEAN-UP.
12. WITHIN 24-HOURS OF THE SPILL/RELEASE, NOTIFY THE 'STATE WARNING POINT' (AT 1.800.320.0519 OR 1.850.413.9911) OF ALL RELEASES EQUAL TO OR EXCEEDING THE REPORTABLE QUANTITY.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL PREVENT THE DISCHARGE OF SEDIMENT DUE TO CONSTRUCTION OPERATIONS. ALL NEW AND EXISTING DRAIN PIPES AND STRUCTURES SHALL BE FLUSHED CLEAN PRIOR TO FINAL PAYMENT.
2. ALL STORM SEWER INLETS SHALL BE PROTECTED SO THAT SEDIMENT LADEN WATER WILL NOT ENTER THE STORM SYSTEM WITHOUT FIRST BEING FILTERED.
3. ALL DISTURBED AREAS ARE TO BE SODDED. ALL STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED AND, IN THE OPINION OF THE ENGINEER, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY, TO SURVIVE ADVERSE WEATHER CONDITIONS.
4. STAKED SILT FENCE SHALL BE PLACED IN ACCORDANCE WITH CITY OF OCALA SPECIFICATIONS.
5. THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZERS, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
6. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPAULIN. EXCESS DIRT ON THE ROAD SHALL BE REMOVED DAILY. AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE DAMPENED WITH WATER AS REQUIRED FOR DUST CONTROL.
7. THE CONTRACTOR WILL ADHERE TO ALL STATE AND LOCAL REGULATIONS.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES AFTER THE NOTICE OF TERMINATION. MAINTENANCE AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE PROJECT COST.
9. TOXIC SUBSTANCES SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO THE EPA'S STANDARD PRACTICES.
10. THE FOLLOWING PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:
    - A. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER.
    - B. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.
    - C. ALL POLLUTION CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
    - D. BUILT UP SEDIMENT WILL BE REMOVED FROM STAKED SILT FENCE WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE SILT FENCE.
11. POLLUTION CONTROL MEASURES SHALL BE INSPECTED DAILY. WRITTEN DOCUMENTATION OF INSPECTIONS SHALL BE WRITTEN EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF A RAIN EVENT OF 0.5 INCHES OR GREATER.
12. THE CONTRACTOR WILL PROVIDE THE CITY OF OCALA WITH AN EROSION CONTROL PLAN THAT WILL INCLUDE SPILL REPORTING AND RESPONSE. IF CONTAMINATED SOIL OR GROUNDWATER IS ENCOUNTERED, CONTACT THE PROJECT ENGINEER.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

PROJECT NO's. 18206 & 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

GENERAL NOTES

SHEET NO. 3

James D. Vidican 8/24/2022 5:03:24 PM T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans\DWGs\19326KEY.dwg

FDOT NOTES:

1. ALL CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS, AND THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND THE UTILITY ACCOMMODATION (UAM).

2. RESTORE AND RE-SOD ALL DISTURBED AREAS WITH ARGENTINE BAHIA IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL MAINTAIN THAT PORTION OF THE RIGHT-OF-WAY AFFECTED BY THE PERMIT UNTIL VEGETATION IS ESTABLISHED. PERFORM ALL WORK NECESSARY, INCLUDING WATERING AND FERTILIZING, TO SUSTAIN AN ESTABLISHED TURF UNTIL FINAL ACCEPTANCE, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA. PROVIDE FILLING, LEVELING, AND REPAIRING OF ANY WASHED OR ERODED AREAS, AS MAY BE NECESSARY.

3. AT SUCH LOCATIONS WHERE FDOT SIGNS, REFLECTORS, OR OTHER STRUCTURES WILL INTERFERE WITH PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE LOCAL MAINTENANCE OFFICE OR PROJECT ENGINEER 48 HOURS PRIOR TO CONSTRUCTION. ALL ITEMS THAT REQUIRE RELOCATION OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF THE WORK IS WITHIN 500' OF THE TRAFFIC SIGNAL CONTRACTOR SHALL CONTACT THE CITY OF OCALA PUBLIC WORKS DEPT. – TRAFFIC OPERATIONS (352) 351-6733

4. THE CONTRACTOR IS RESPONSIBLE FOR MOWING, AT NO ADDITIONAL EXPENSE TO FDOT OR THE CITY OF OCALA, ANY AREA WITHIN PUBLIC RIGHT-OF-WAYS WHERE THE PERMITTED WORK OR WHERE UTILITY LOCATE FLAGS PLACED FOR PERMITTED WORK CREATES A HINDRANCE FOR OR INTERFERES WITH MAINTENANCE ENTITY'S REGULAR MOWING OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MOWING UNTIL ALL SUCH HINDRANCES ARE REMOVED SO THAT REGULAR MAINTENANCE ENTITY MOWING CAN BE RESUMED. THE CONTRACTOR SHALL MEET THE MOWING REQUIREMENTS ESTABLISHED BY THE DEPARTMENT'S MAINTENANCE RATING PROGRAM (MRP). CONTACT THE LOCAL FDOT MAINTENANCE OFFICE FOR DETAILS (352.732.1338)

5. ALL UTILITY LOCATE FLAGS SHALL BE REMOVED BY THE CONTRACTOR WHEN THEY ARE NO LONGER NEEDED.

6. REVIEW AND COMPLY WITH THE "SPECIAL PROVISIONS" AND OTHER ATTACHMENTS TO THE FDOT PERMIT FOR THIS PROJECT.

7. CALL "FLORIDA SUNSHINE ONE-CALL" FOR UTILITY LOCATION SERVICES AT LEAST 2 BUSINESS DAYS PRIOR TO CONSTRUCTION (1-800-432-4770).

8. MAINTENANCE OF TRAFFIC (MOT) PLAN & TRAFFIC CONTROL THROUGHOUT THE WORK ZONE SHALL BE PER THE FDOT STANDARD INDEX 102- 600 SERIES.

9. COORDINATE ALL UTILITY CLEARANCES WITH THE OWNER OF SUCH UTILITIES PRIOR TO CONSTRUCTION COMMENCEMENT.

10. CONTRACTOR SHALL CONDUCT A SIDEWALK SURVEY TO DETERMINE THE EXISTING CONDITION OF AFFECTED SIDEWALKS AND SUBMIT SAID SURVEY TO FDOT AND THE CITY OF OCALA's ENGINEER OF RECORD PRIOR TO CONSTRUCTION.

11. CONTRACTOR SHALL NOTIFY ALL PROPERTY OWNERS AFFECTED BY PROPOSED CONSTRUCTION ACTIVITIES IN ADVANCE OF SUCH OPERATIONS IN ACCORDANCE WITH FDOT NOTIFICATION REQUIREMENTS.

12. A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED BY THE CITY OF OCALA WITH THE CONTRACTOR, FDOT PERSONNEL AND MARION COUNTY PERSONNEL.

SURVEY & MAPPING NOTES:

1. BACKGROUND ELEMENTS SHOWN HEREON REPRESENTING THE CONDITION OF EXISTING IMPROVEMENTS AND SURFACE FEATURES LYING WITHIN AND IN NEAR PROXIMITY TO THE PROJECT AREA DEPICTED IN THESE PLANS IS THE RESULT OF THE TOPOGRAPHIC SURVEY CONDUCTED ON THE GROUND BETWEEN OCTOBER 19 AND OCTOBER 22, 2010, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 555, PAGES 30 THROUGH 35. ALSO, BETWEEN FEBRUARY 28 AND APRIL 26, 2011, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 557, PAGES 39 & 69 THROUGH 73. ALSO, BETWEEN OCTOBER 17 AND NOVEMBER 10, 2011, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 585, PAGES 63 & 72 THROUGH 74. AND BETWEEN JULY 18 AND AUGUST 01, 2018, RECORD OF WHICH WAS DOCUMENTED IN FIELD BOOK 600, PAGES 48 THROUGH 53. INCLUSIVE, PURSUANT TO SURVEY DIVISION WORK ORDER 18-011105.

2. COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (WEST ZONE), NORTH AMERICAN DATUM (NAD) OF 1983 (1990 ADJUSTMENT) AS DETERMINED THROUGH REAL-TIME KINEMATIC (RTK) OBSERVATIONS UTILIZING BOTH GLOBAL POSITIONING SYSTEM (GPS) AND GLOBAL NAVIGATION SATELLITE SYSTEM (GLONASS) CONSTELLATIONS, THE CORRECTIONS TO WHICH WERE RECEIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS OPERATED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

3. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988, AS DETERMINED THROUGH A COMBINATION OF DIFFERENTIAL LEVELING TECHNIQUES AND REAL-TIME KINEMATIC (RTK) OBSERVATIONS (TO OBTAIN GPS-DERIVED HEIGHTS OF CONTROL POINTS ESTABLISHED FOR THIS PROJECT UTILIZING BOTH GLOBAL POSITIONING SYSTEM (GPS) AND GLOBAL NAVIGATION SATELLITE SYSTEM (GLONASS) CONSTELLATIONS, THE CORRECTIONS TO WHICH WERE RECEIVED FROM THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS OPERATED AND MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION) WITH APPROPRIATE CHECKS TO SOURCE BENCHMARK "V 423" (PERMANENT IDENTIFIER "AB5090"), ELEVATION 76.02 FEET, AS PUBLISHED BY THE NATIONAL GEODETIC SURVEY (NGS); SUBSEQUENT MEASUREMENTS USING TRIGONOMETRIC LEVELING TECHNIQUES WERE PERFORMED TO REDUNDANTLY VERIFY THE RELATIVE ELEVATION DIFFERENCES BETWEEN CONTROL POINTS RESULTING IN ELEVATIONS FOR FEATURES WHICH COMPRISE THE EXISTING CONDITIONS SHOWN HEREON WITH AN ACCURACY OF +/- 0.05 FEET.

4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED BY THE CONTRACTOR'S SURVEYOR.

5. ANY SURVEY MARKER, INCLUDING BUT NOT LIMITED TO PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCHMARKS, PROPERTY CORNER MARKERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT.

6. ADDITIONALLY, SURVEY STAKES MARKING THE LOCATION OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR.

7. THE RE-SETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS.

8. UNLESS PRIOR AGREEMENTIS MADE, IT SHALL NOT BE THE RESONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

STORMWATER NOTES:

1. NO CHANGES TO THE WORK AS SHOWN ON THESE PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE PROJECT ENGINEER. CONTRACTOR SHALL NOT SCALE DRAWINGS. CONTRACTOR SHALL CHECK ACTUAL SITE CONDITIONS PRIOR TO CONSTRUCTION. ANY NEED FOR CLARIFICATION OF PROPOSED IMPROVEMENTS OR FOR RESOLUTION OF DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER.

2. THE CONTRACTOR AND SUBCONTRACTORS ARE HEREBY REQUIRED TO PROMPTLY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR CONFLICTS FOUND IN THE PLANS OR SPECIFICATIONS, SO THEY CAN BE CLARIFIED BY THE ENGINEER.

3. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IN WRITING IMMEDIATELY WHEN CONFLICTS ARE IDENTIFIED DURING THE COURSE OF THE WORK.

4. THE PROJECT ENGINEER SHALL HAVE ACCESS TO THE WORK SITE AT ALL TIMES.

5. WHEN OPERATING OUTSIDE CITY OF OCALA RIGHT-OF-WAY, THE CONTRACTOR SHALL GIVE PROPER NOTIFICATION AND OBTAIN WRITTEN PERMISSION TO DO SO FROM THE OWNER OF EACH PARTICULAR PROPERTY.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH THE PROPERTY OWNERS REGARDING RELOCATION, REMOVAL, OR REPLACEMENT OR FENCES, MAILBOXES, SURVEY MONUMENTS AND SECTION CORNERS, DRIVEWAYS, LANDSCAPE, ETC. NEW CONSTRUCTION SHALL BE EQUIVALENT TO EXISTING FEATURES REMOVED OR RELOCATED, AS DETERMINED BY THE PROJECT ENGINEER.

7. ALL AREAS INSIDE AND OUTSIDE THE PROJECT LIMITS, WHICH ARE DISTURBED AS A RESULT OF THE PROJECT CONSTRUCTION, SHALL BE RESTORED TO THE ORIGINAL OR DESIGN GRADE AS APPLICABLE, INCLUDING REPLACEMENT OR EQUIVALENT SHRUBS AND TREES (REPLACEMENT TREES SHALL BE A 6' MINIMUM HEIGHT AND SAME TYPE) AND SODDED AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

8. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, TO ENSURE ALL EXISTING SURVEY MARKERS ARE LOCATED, CLEARLY MARKED AND PROTECTED, BY THE CONTRACTORS SURVEYOR. ANY SURVEY MARKER, INCLUDING, BUT NOT LIMITED TO, PUBLIC LAND SURVEY SECTION CORNER MARKERS, BENCH MARKS, PROPERTY CORNERS, ETC., WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE PRIOR TO FINAL PAYMENT. ADDITIONALLY, SURVEY STAKES PLACED MARKING THE LOCATIONS OF MARKERS, PROPERTY LINES, RIGHT-OF-WAY LINES, OR ANY OTHER POINT, PLACED FOR CONSTRUCTION AND SUBSEQUENTLY DISTURBED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AS NEEDED AT THE RESPONSIBILITY OF THE CONTRACTOR. RESETTING OF MONUMENTS AND MARKERS SHALL BE PERFORMED BY A PROFESSIONAL LAND SURVEYOR, LICENSED TO PRACTICE IN THE STATE OF FLORIDA AND SHOWN AS RE-SET ON AS-BUILT PLANS. UNLESS PRIOR AGREEMENT IS MADE, IT SHALL NOT BE THE RESPONSIBILITY OF THE CITY SURVEYOR TO REPLACE ANY SURVEY MARKERS.

9. ALL DETAILS, SECTIONS, AND NOTES SHOWN ON DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE.

10. ANY REQUIRED ADJUSTMENT ON TELEPHONE & GAS LINES DURING CONSTRUCTION SHALL BE DONE BY OTHERS.

11. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.

12. THE CONTRACTOR IS HEREBY REQUIRED TO IMPLEMENT JOB SAFETY AT ALL TIME THROUGHOUT THE DURATION OF THE PROJECT. JOB SAFETY PRACTICES SHALL BE IN ACCORDANCE WITH OSHA AND ANY OTHER LOCAL, STATE, AND FEDERAL REGULATIONS.

13. UTILITIES SHOWN HEREON HAVE BEEN LOCATED BASED ON ABOVE GROUND EXISTENCE OF STRUCTURES. ACTUAL LOCATION OF UNDERGROUND UTILITIES IS UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES SHOWN OR NOT SHOWN THROUGH DIRECT CONTACT WITH THE APPROPRIATE UTILITY COMPANIES. SUCH CONTACT SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT.

    CONTRACTOR SHALL BE REQUIRED TO NOTIFY UTILITY CONTACTS PRIOR TO CONSTRUCTION TO ALLOW UTILITY RELOCATIONS AND INSTALLATION OF FACILITIES, SUCH AS CONDUIT CROSSING FOR FUTURE USE, THESE SHALL BE ACCOMPLISHED BY THE RESPECTIVE UTILITY OWNER.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO UTILITIES, STRUCTURES, AND PROPERTY OF AND ADJACENT TO THE SITE CAUSED BY CONSTRUCTION ACTIVITIES.

19. THE CONTRACT IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES EXPOSED DURING CONSTRUCTION UNTIL THE RESPONSIBLE UTILITY COMPANY ARRIVES ON SITE.

20. COORDINATION TO AVOID POSSIBLE CONFLICTS BETWEEN WATER MAINS, PRESSURE MAINS, GRAVITY SEWERS AND OTHER CONSTRUCTION UNDER THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

21. CONTRACTOR TO FIELD VERIFY TOP ELEVATIONS OF ALL DRAINAGE STRUCTURES, AND SEWER MANHOLES PRIOR TO FABRICATIONS.

22. ALL EXISTING STORM WATER DRAINAGE PATTERNS AND CHANNELS OUTSIDE THE CONSTRUCTION AREAS SHOWN ON THESE PLANS ARE TO BE MAINTAINED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THE WORK APPEARS TO INTERRUPT AN EXISTING STORM WATER DRAINAGE PATTERN. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION SUCH THAT IMPACT TO CONSTRUCTION AND/OR SURROUNDING FACILITIES IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EROSION, SEDIMENT TRANSPORT, DISTURBED FOUNDATIONS, IMPACT TO STRUCTURE, AND ANY OTHER DAMAGE CAUSED DURING CONSTRUCTION.

23. ALL MANHOLE COVERS, VALVE BOX COVERS AND OTHER COVERS SHALL BE ADJUSTED AS NEEDED, CONTRACTOR SHALL ADJUST PRIOR TO LAYING FINAL ASPHALT OR CONCRETE COURSE. WHERE SANITARY SEWER MANHOLE LIDS ARE TO BE REMOVED AND REPLACED WITH HINGED LIDS, THE CITY'S WATER & SEWER DEPARTMENT SHALL FURNISH THE LIDS.

24. CONTRACTOR SHALL COORDINATE RELOCATION OF OVERHEAD UTILITIES TO MEET THE MINIMUM VERTICAL CLEARANCE OF 18 FEET AND THE HORIZONTAL CLEAR ZONE DISTANCE. TREES TO REMAIN IN THE RIGHT OF WAY SHALL BE TRIMMED TO MEET THE VERTICAL CLEARANCE AS SPECIFIED BY THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

25. UNSUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE DISPOSED OF OFF SITE BY THE CONTRACTOR. SUITABLE MATERIAL FROM WITHIN THE PROJECT SHALL BE USED FOR FILL AS SHOWN ON THE CROSS SECTIONS.

26. UNSUITABLE MATERIAL SHALL BE EXCAVATED BELOW PIPE AS FOLLOWS: LESS THAN 8 FEET FROM PIPE INVERT TO FINISHED GRADE – EXCAVATE 2 FEET BELOW PIPE. MORE THAN 8 FEET FROM PIPE INVERT TO FINISHED GRADE – EXCAVATE 1 FOOT BELOW PIPE.

27. ALL EXISTING SUB BASE SHALL BE FREE FROM DELETERIOUS MATERIALS AND UNDUE DISTORTION, BE FIRM AND COMPACT, AND HAVE ADEQUATE MOISTURE LEVELS TO MAINTAIN STABILITY AS A WORK AREA IMMEDIATELY PRIOR TO PAVEMENT OF THE BASE MATERIAL.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

PROJECT NO's. 18206 & 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

GENERAL NOTES

SHEET NO. 4

1" = 5'

NOTE
CONDUIT REQ'D:
±250 LF of 1"
±275 LF of 2.5"

REMOVE & RELOCATE EXISTING LIFT STATION CONTROL PANEL (SEE WIRING DIAGRAM ON SHEET 7)

ELECTRICAL CONDUIT:
SCHED 40 PVC CONDUIT (UNDERGROUND)
ALUMINUM CONDUIT (ABOVE GROUND)

existing electric connection cabinet

existing electric disconnect

existing electric transfer switch

existing electric service meter

PROPOSED GENERATOR

INSTALL NEW PERMANENT DIESEL GENERATOR (200kw MINIMUM)

INSTALL ALUMINUM STAIRS FOR ACCES TO GENERATOR

CONSTRUCT ALUMINUM PLATFORM FOR GENERATOR AND ELEC PANELS PROPOSED FFE = 71.00

REMOVE EXISTING STEEL GENERATOR BLDG (existing conc pad f.f.e. = 66.16' TO REMAIN IN PLACE)

REVISIONS			
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CITY ENGINEER'S OFFICE

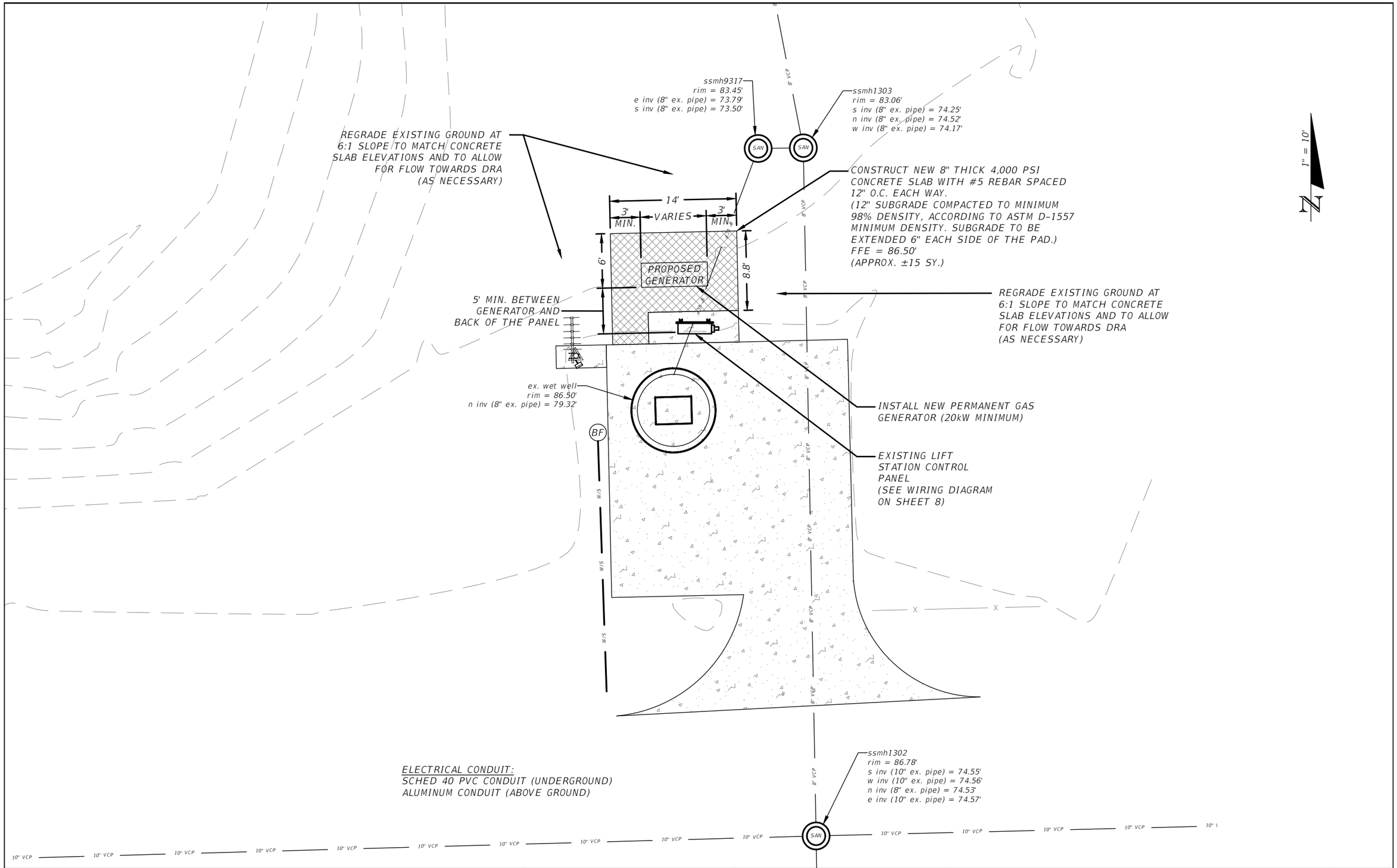
PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LIFT STATION #9 PLAN

SHEET NO. 5

James D. Vidican 4/25/2023 11:46:29 AM T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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HECTOR A. COLON, PE
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James D. Vidican 12/13/2022 7:55:14 AM

T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg

PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LIFT STATION #22 PLAN

SHEET NO. 6

LS009 Generator Building

Service Rated Transfer Switch

CT Cabinet

M

Proposed Control Panel Relocation

200 A Service Rated Transfer Switch

CT Cabinet

Meter

Station Control Panel

To Control Panel – 2.5"

To Generator – 2.5"

From Control Panel - 1"

From Generator - 1"

To Power Pole – 2.5"

To Transfer Switch – 2.5"

To Transfer Switch - 1"

To Transfer Switch - 1"

To Station - 1"

To Station - 1"

To Station - 1"

To Station - 1"

To Station – 2.5"

During control panel relocation, system needs to be on bypass with at least 2 backup pumps.

Station

Remote Switches

1 2

J- Box For Pumps Power Cables

From Control Panel - 1"

From Control Panel - 1"

From Control Panel - 1"

From Control Panel - 1"

Others Conduit @ Station - 1"

Others Conduit @ Station - 1"

To Pump #1 – 2.5"

From Control Panel – 2.5"

To Pump #1 – 2.5"

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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James D. Vidican 12/13/2022 7:55:32 AM

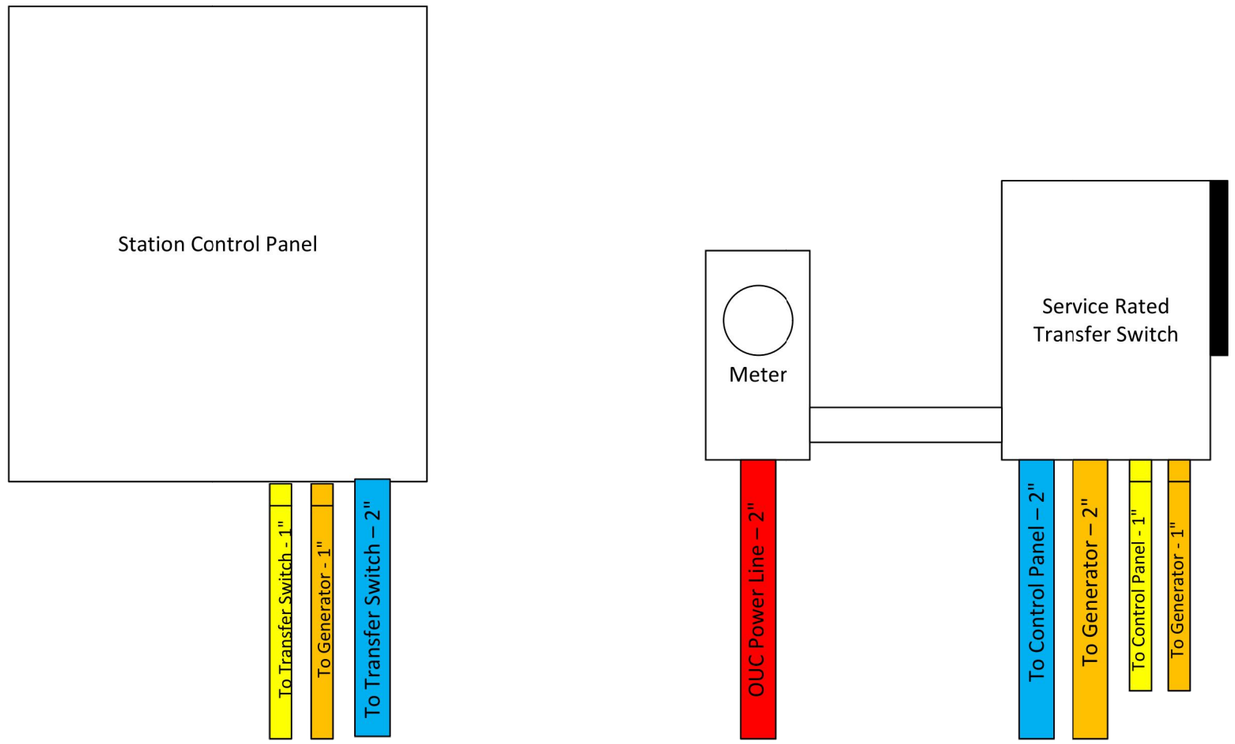
PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LS #9 WIRING CONDUITS

SHEET NO. 7

T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg



During control panel relocation, system needs to be on bypass with at least 2 backup pumps.

REVISIONS			
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HECTOR A. COLON, PE
P.E. LICENSE NUMBER 84007
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1805 NE 30TH AVENUE
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CITY ENGINEER'S OFFICE

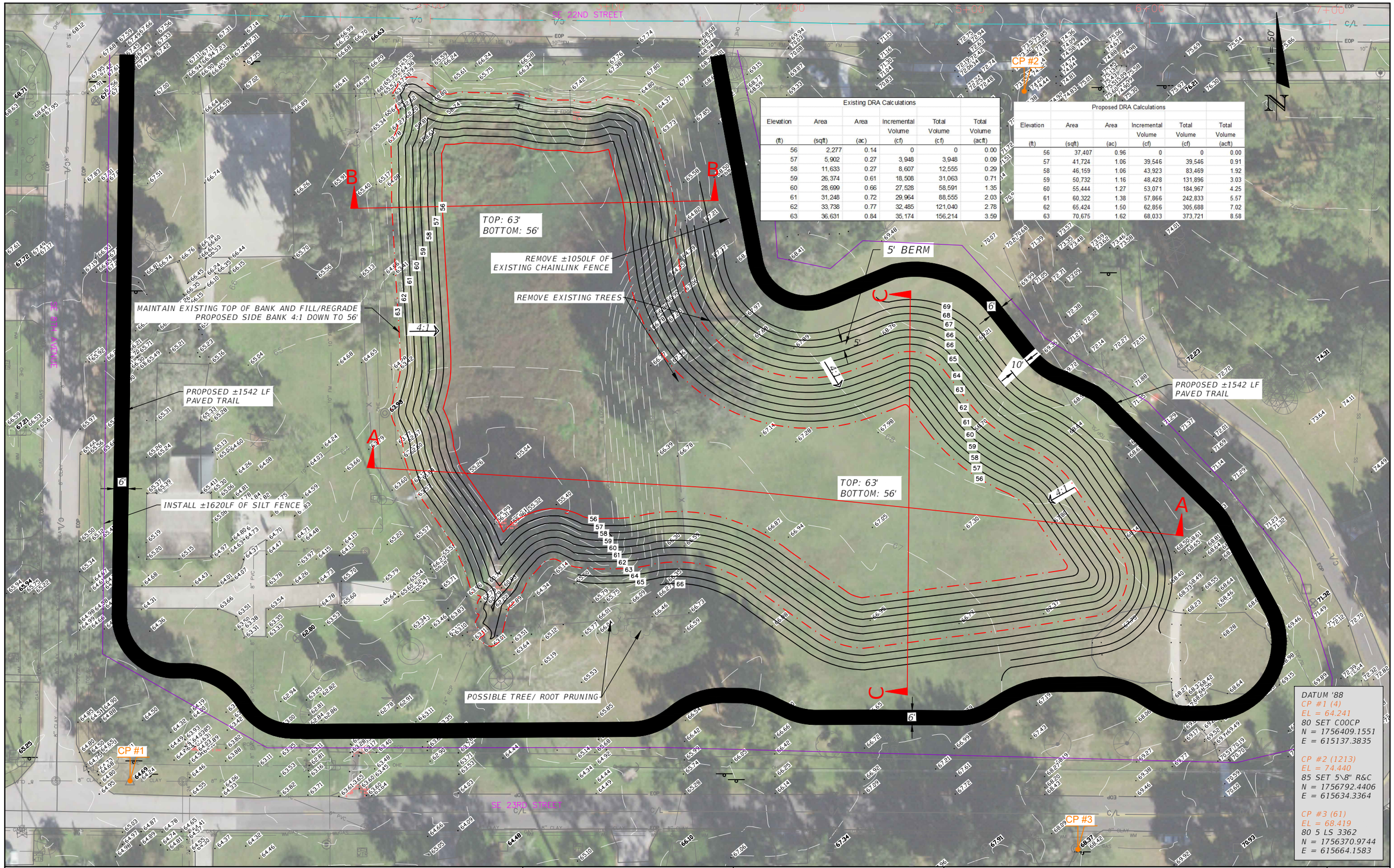
PROJECT NO. 19326

PROJECT NAME: LIFT STATIONS #9 & #22 IMPROVEMENTS

LS #22 WIRING CONDUITS

SHEET NO. 8

James D. Vidican 12/13/2022 7:55:47 AM T:_sd-ENG-Water-Resources\Projects\2019\19326 Lift Stations #9 & #22 Improvements (HMGP)\Plans (SEE PROJ #22318)\DWGs\19326.dwg



Existing DRA Calculations

Elevation (ft)	Area (sqft)	Area (ac)	Incremental Volume (cf)	Total Volume (cf)	Total Volume (acft)
56	2,277	0.14	0	0	0.00
57	5,902	0.27	3,948	3,948	0.09
58	11,633	0.27	8,607	12,555	0.29
59	26,374	0.61	18,508	31,063	0.71
60	28,699	0.66	27,528	58,591	1.35
61	31,248	0.72	29,964	88,555	2.03
62	33,738	0.77	32,485	121,040	2.78
63	36,631	0.84	35,174	156,214	3.59

Proposed DRA Calculations

Elevation (ft)	Area (sqft)	Area (ac)	Incremental Volume (cf)	Total Volume (cf)	Total Volume (acft)
56	37,407	0.96	0	0	0.00
57	41,724	1.06	39,546	39,546	0.91
58	46,159	1.06	43,923	83,469	1.92
59	50,732	1.16	48,428	131,896	3.03
60	55,444	1.27	53,071	184,967	4.25
61	60,322	1.38	57,866	242,833	5.57
62	65,424	1.50	62,856	305,688	7.02
63	70,675	1.62	68,033	373,721	8.58

DATUM '88
CP #1 (4)
EL = 64.241
80 SET COOCP
N = 1756409.1551
E = 615137.3835

CP #2 (1213)
EL = 74.440
85 SET 5\8" R&C
N = 1756792.4406
E = 615634.3364

CP #3 (61)
EL = 68.419
80 5 LS 3362
N = 1756370.9744
E = 615664.1583

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PAYAL PANDYA, P.E., CFM
P.E. LICENSE NUMBER 73210

1805 NE 30TH AVE
OCALA, FL 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

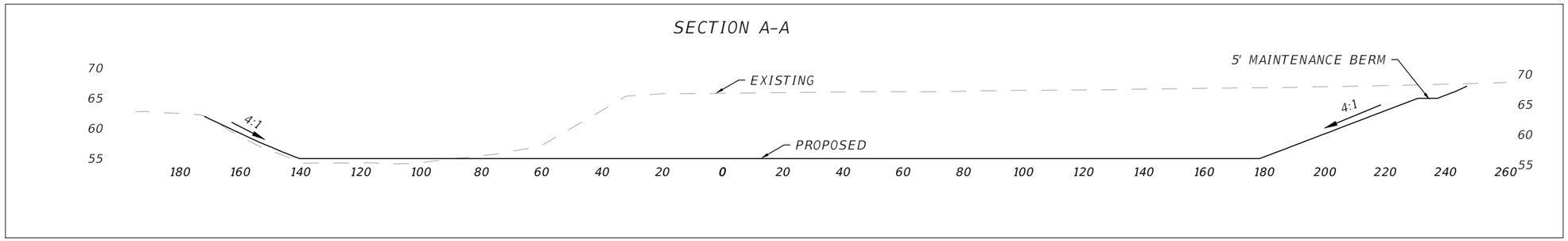
PROJECT NO. 18206

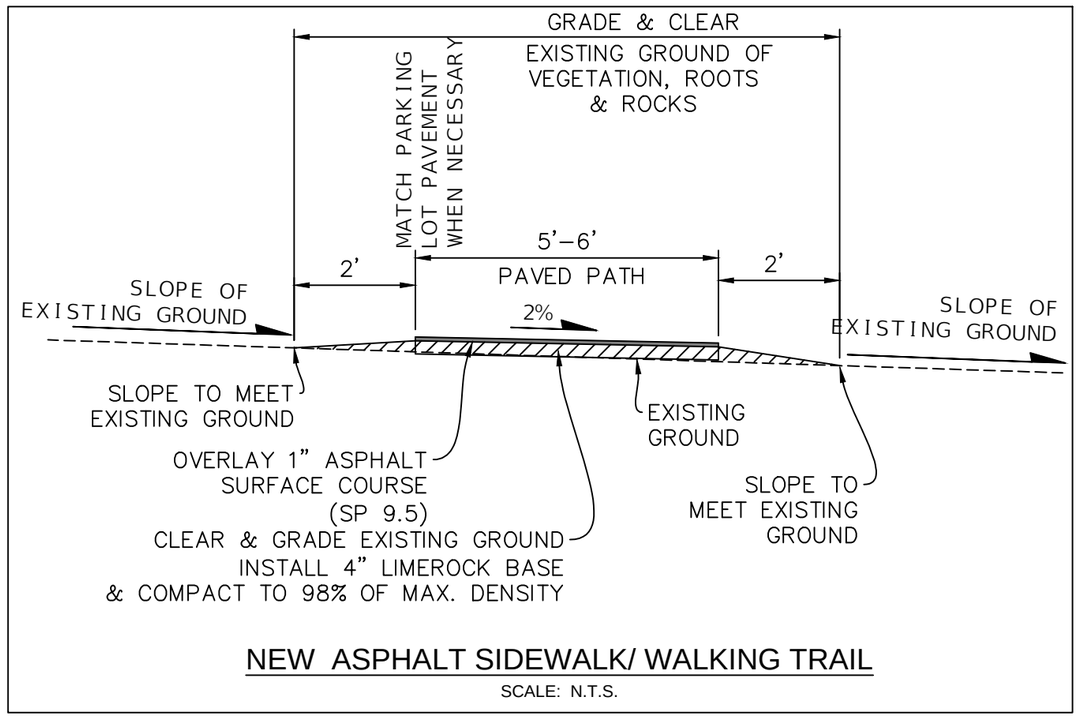
PROJECT NAME: Fisher Park DRA Expansion

PLAN

SHEET NO. 9

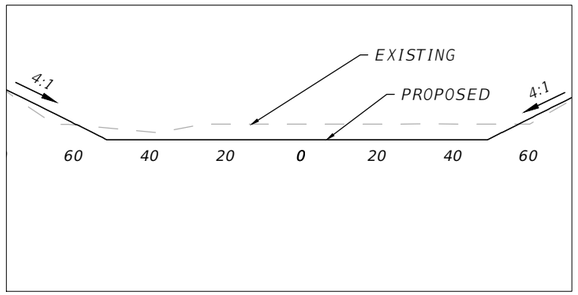
Derek Farr 2/1/2023 9:56:08 AM T:_sd-ENG-Storm-Water\Stormwater-Projects\Projects_2018\18206 Fisher Park DRA

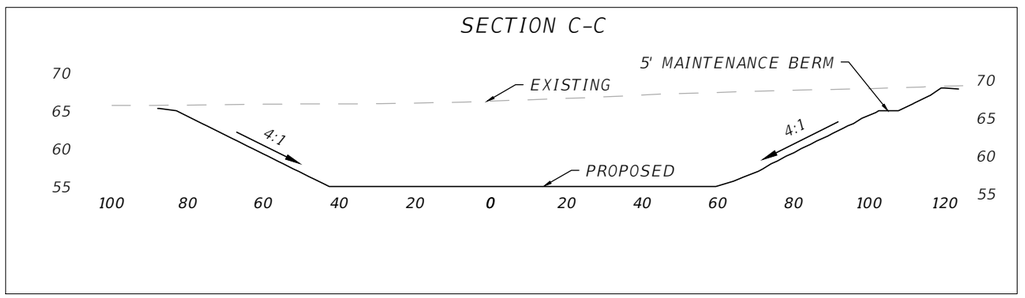




NEW ASPHALT SIDEWALK/ WALKING TRAIL

SCALE: N.T.S.





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1805 NE 30TH AVE
OCALA, FL 34470

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CITY ENGINEER'S OFFICE

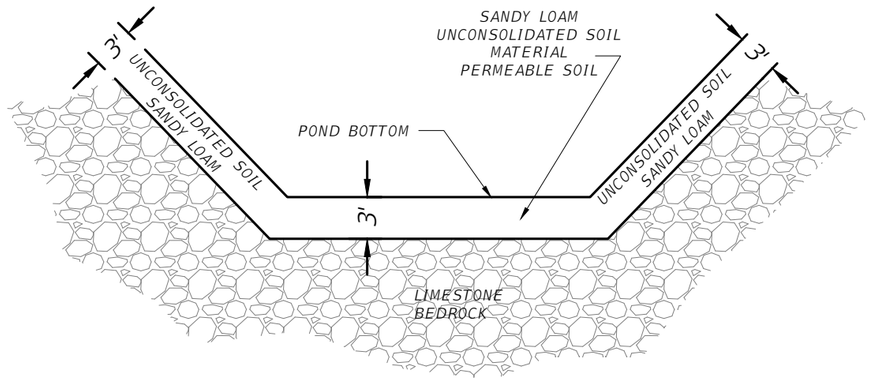
PROJECT NO. 18206

PROJECT NAME: Fisher Park DRA Expansion

CROSS SECTIONS

SHEET NO. 10

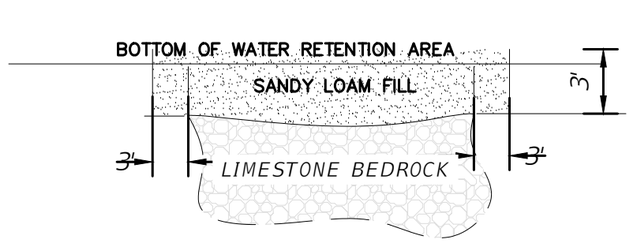
Derek Farr 1/19/2023 2:46:58 PM T:_sd-ENG-Storm-Water\Stormwater-Projects\Projects_2018\18206 Fisher Park DRA



DRY RETENTION BASIN

NTS

IF LIME ROCK IS ENCOUNTERED DURING EXCAVATION, THE RETENTION BASIN WILL BE OVER EXCAVATED AND BACK FILLED SO THAT THERE IS A MINIMUM OF THREE (3) FEET OF UNCONSOLIDATED SOIL MATERIAL BETWEEN THE SURFACE OF THE LIMESTONE BEDROCK AND THE BOTTOM AND SIDES OF THE STORM WATER BASIN. PROPOSED MATERIAL TO BE USED AS SHOWN IN THE CROSS SECTION.



KARST AREA DETAIL

NTS

NOTE:
KARST SENSITIVE AREA REQUIREMENTS.
a. A MINIMUM OF THREE FEET OF UNCONSOLIDATED SOIL SHALL REMAIN BETWEEN THE SURFACE OF ANY UNDERLYING LIMESTONE BEDROCK AND THE BOTTOM AND SIDES OF THE RETENTION BASIN.
b. IF, DURING EXCAVATION OF THE RETENTION BASIN, CONTACT IS MADE WITH THE UNDERLYING LIMESTONE FORMATION, THAT PORTION OF THE BASIN SHALL BE OVER-EXCAVATED A MINIMUM OF THREE FEET AND BACKFILLED WITH SANDY LOAM FILL.
c. IF A SINKHOLE OR SOLUTION CHANNEL IS EXPOSED DURING CONSTRUCTION OF THE RETENTION BASIN, THE ENGINEER SHALL BE IMMEDIATELY CONTACTED. REPAIR WILL BE PERFORMED CONSISTENT WITH METHODOLOGIES OUTLINED IN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT'S MAY, 1988 DRAFT APPLICANT'S HANDBOOK, KARST SENSITIVE AREAS.

CITY OF OCALA
CITY ENGINEER'S OFFICE
(352) 351-6772

CITY OF OCALA
SPECIAL DETAIL

KARST DETAIL

REVISION DATE:

SECTION
N/A

X

SHT 1 OF 1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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PAYAL PANDYA, P.E., CFM
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CITY OF OCALA, FLORIDA
1805 NE 30TH AVENUE
OCALA, FLORIDA 34470

PREPARED BY

OCALA
CITY ENGINEER'S OFFICE

PROJECT NO. 18206

PROJECT NAME: Fisher Park DRA Expansion

DETAIL

SHEET NO. 11