

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

August 5, 2025

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

2025 Healthy Selfie Day Proclamation. **(Mayor Johnson)**

Update on 90th Anniversary of American Legion Boys State in Tallahassee - **Mikey Innocent, Ocoee High School Student**

Presentation on the Police Explorer Program. **(Police Chief Ogburn)**

Mark Wandall Traffic Safety Program Administrative Report (July 1, 2024 - June 30, 2025). **(Police Chief Ogburn)**

Duke Energy Presentation - *Neighborhood Energy Saver Program*

Forest Lake Golf Club Update. **(Parks and Leisure Services Director Johnson, Robert Utsey, Principal/Shareholder at ZHA, and Nick Dunleavy, DTE Golf)**

• **STAFF REPORTS AND AGENDA REVIEW**

• **PUBLIC COMMENTS**

• **CONSENT AGENDA**

Matters listed under the consent agenda are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items unless discussion is desired by a member of the commission on a motion and a second, in which case the Mayor will instruct the City Clerk to remove that item from the Consent Agenda and such item will be considered separately.

1. Approval of Minutes from the Regular City Commission Meeting held July 15, 2025. **(City Clerk Sibbitt)**
2. Approval of the 2026 Holiday Schedule and Canceling Three (3) Scheduled Meeting Dates. **(City Clerk Sibbitt)**
3. Approval of Resolution to Change Planning and Zoning Commission Meeting Time. **(City Clerk Sibbitt)**
4. Approval of Resolution Expressing Support for the Community Contribution Tax Credit Program (CCTC) Authorized under 212.08(5)(p) FL Statutes. **(Assistant City Manager Rumer)**

5. Approval to Authorize Additional Funds to Provide Close-out of the Clarke Road Widening Project. **(City Engineer Womack)**
6. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Infrastructure Improvements and Surety and Maintenance, Materials, and Workmanship Agreement for Asphalt for Reserve at Lake Meadow. **(Development Engineer Keaton)**
7. Approval of Contract for the 2025 Ocoee Centennial Music Festival Entertainment. **(Parks and Leisure Services Director Johnson)**
8. Approval to Purchase Two (2) Police Vehicles. **(Police Chief Ogburn)**
9. Approval to Transfer Funds for Installation of a Screened Enclosure at the Ocoee Police Department. **(Police Chief Ogburn)**
10. Approval of Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. **(Police Chief Ogburn)**
11. Approval to Donate State Forfeiture Funds to Organizations Supporting Law Enforcement. **(Police Chief Ogburn)**
12. Approval to Upgrade to Glock Model Handguns with Factory-Installed Optics and Sights. **(Police Chief Ogburn)**
13. Approval of the One-Year Optional Renewal for Fiscal Year 2025 with Purvis Gray & Company for RFP #22-003 Auditing Services. **(Procurement Manager Tolbert)**
14. Authorization of Task Order to JL2 Architecture for Design of Fire Station No. 38 Under Continuing Professional Architectural Services Contract RFQ #25-004. **(Public Works Director Krug)**
15. Approval of Updated Cintas Corporation Piggyback Contract. **(Assistant Public Works Director Gajadhar)**
16. Approval of Florida Concrete Enterprises as a Single Source Vendor for Miscellaneous Utilities Concrete Repairs. **(Utilities Director Bolling)**
17. Approval of the Florida Springs Grant Agreement SR005 from the Florida Department of Environmental Protection for the City of Ocoee "Downtown Sewer Connections Project". **(Utilities Director Bolling)**
18. Approval of Alternate Water Supply Grant Agreement WS112 from the Florida Department of Environmental Protection for the City of Ocoee Transmission Main Interconnect to OCU Project. **(Utilities Director Bolling)**
19. Approval to Piggyback the Clay County Utility Authority Contract with Odyssey Manufacturing for the Supply of Sodium Hypochlorite. **(Utilities Director Bolling)**
20. Approval of Water Conservation Rebate Cost Share Agreement 41440 between the St. Johns River Water Management District and the City of Ocoee. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE**

21. First Reading of Ordinances for 977 East Crown Point Road. - Showers of Grace Evangelical Christian Mission Inc. Property Annexation & Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee RCE-2 (Rural Country Estates District); Project No. AX-05-25-06 & RZ-25-05-06. **(Planner I Belizaire)**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING**

22. Second Reading of Ordinances for 703 Center Street - Mazariegos Property Annexation & Rezoning; Project No. AX-05-25-05 & RZ-25-05-05. **(Planner I Belizaire)**

• **PUBLIC HEARING**

23. Public Hearing for 1561 Dusty Pine Drive - Fermaint Property Easement Vacate Request; Project No: VAC-25-038. **TO BE CONTINUED BY THE CITY TO A DATE TO BE DETERMINED.** **(Planner I Belizaire)**
24. Public Hearing for 1561 Dusty Pine Drive - Fermaint Property Variance Request; Project No: VR-25-01. **TO BE CONTINUED BY THE CITY TO A DATE TO BE DETERMINED.** **(Planner I Belizaire)**
25. Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to certify the FY 2026 Non-Ad Valorem Assessment Tax Roll for Abatement Cost Recovery. **(Police Chief Ogburn)**
26. Public Hearing for Adoption of Resolution Increasing Rates for Solid Waste/Residential Service. **(Public Works Director Krug)**

• **REGULAR AGENDA**

• **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

• **ADJOURNMENT**

APPEALS: In accordance with Florida Statutes § 286.0105: 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 which includes the testimony and evidence upon which the appeal is based.

ACCOMMODATIONS FOR DISABILITIES: In accordance with Florida Statute § 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 1 N. Bluford Avenue, Ocoee, FL 34761, (407) 905 -3105 48 hours in advance of the meeting.



Proclamation

- Whereas,** Healthy West Orange inspires healthy behaviors and provides resources to help residents make better lifestyle choices; and
- Whereas,** Healthy West Orange champions healthy programs that deliver health and wellness activities; and
- Whereas,** The City of Ocoee partnered with Healthy West Orange to build the Healthy West Orange Wellness Park which is a popular wellness destination for Ocoee residents to walk, run, bike and train; and
- Whereas,** Healthy West Orange unites health-minded organizations for whom a healthy community provides meaningful benefits; and
- Whereas,** Healthy West Orange advocates for healthy community decisions and encourages local leaders to keep their communities' health and wellness a top priority; and
- Whereas,** Healthy West Orange declares the third Friday in September as the Annual West Orange Healthy Selfie Day.
- Therefore,** It is my great pleasure and privilege as the Mayor of the City of Ocoee to declare Friday, September 19, 2025, as

West Orange Healthy Selfie Day

and in celebration of the 9th Anniversary of Healthy Selfie, I urge all citizens to join in supporting this initiative.

In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 5th day of August, 2025.

Rusty Johnson, Mayor

OCOEE CITY COMMISSION
Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

July 15, 2025

MINUTES

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER 6:15 PM**

Mayor Johnson called the regular session to order at 6:15 PM in the Commission Chambers of City Hall. The invocation was led by **Ages Hart**, *Ocoee Resident*, followed by the Pledge of Allegiance to the Flag led by **Mayor Johnson**. **City Clerk Sibbitt** called the roll and declared a quorum present.

Present: Mayor Johnson, Commissioner Kennedy, Commissioner Wilsen, Commissioner Oliver

Also Present: City Manager Shadrix, City Attorney Geller, and City Clerk Sibbitt

Absent: Commissioner Firstner

• **PRESENTATIONS AND PROCLAMATIONS 6:17 PM**

Legislative Session Recap - **Florida State House District 45 Representative Leonard Spencer** provided the City Commission with an update on the recently concluded 105-day legislative session and the State budget. He highlighted \$3 million in funding secured for District 45 to support water infrastructure improvements, future growth, and environmental protection, as well as \$150,000 allocated to the Central Florida Mothers' Milk Bank. **Representative Spencer** noted continued funding for the Live Local Act and reported that while the State budget includes \$2 billion in tax relief, no definitive solutions have been established for property tax or property insurance reform.

Commissioner Wilsen emphasized her belief in Home Rule, and requested Representative Spencer keep that in mind when making decisions on behalf of the City of Ocoee.

Commissioner Oliver and **Mayor Johnson** expressed their gratitude to Representative Spencer for taking the time to provide valuable information on the legislative session and budget.

AED Stations Presentation - **Fire Chief Smothers** provided an update on the project to install Automated External Defibrillator (AED) stations at several local parks. He thanked Commissioners Kennedy and Wilsen for their discretionary funding, multiple City departments for their support, and Ms. Martha Lopez-Anderson, *Parent Heart Watch*, for her donations. **Fire Chief Smothers** explained what an AED is and how it is used.

Mayor Johnson recognized Ms. Lopez-Anderson for her contributions.

Fire Chief Smothers provided an overview of all the AED stations throughout the City. He expressed gratitude to the elected officials for their continued support.

Martha Lopez-Anderson explained that she lived in Ocoee for 25 years, and that Ocoee is where her son was born and passed away. She expressed her pride in the AED project and announced that she plans to use it as an example throughout the country [through Parent Heart Watch]. She will be presenting the project to the National League of Cities (NLC) and commended the City and elected officials for their efforts. She advised that sudden cardiac arrest is the leading cause of death in the US; performing CPR and utilizing an AED before EMS personnel arrive gives patients a greater chance of survival and can reduce the risk of brain injury.

• **STAFF REPORTS AND AGENDA REVIEW** - None

• **PUBLIC COMMENTS 6:39 PM**

The following persons addressed the City Commission:

- **Susan Adams**, *Ocoee Resident*, spoke about the agreement between the City of Ocoee and D.R. Horton upon the construction of the Wynwood subdivision, wherein D.R. Horton paid \$200,000 toward the installation of a traffic signal at the intersection of E. McCormick Road and Apopka-Vineland Road. She referenced a letter that had been posted online from Brett Blackadar of Orange County Public Works Department, stating that in 2019 a traffic signal was warranted at the intersection, but a 2021 study suggested a roundabout. **Ms. Adams** implored the City to voice support to the County for the original plan for a traffic signal and explained her reasoning. **City Manager Shadrix** and **Assistant City Manager Rumer** addressed her concerns. Discussion ensued regarding the Wynwood property annexation and traffic signal agreement with Orange County.
- **Dr. Jim Moyer**, *Orange Soil and Water District 2 Supervisor*, explained Orange County's Soil and Water Conservation program and its purpose.
- **Chris Adkins**, *Ocoee Resident*, inquired about how the City Charter relates to City Management accountability, and how that is put into practice through the City Commission. **Commissioner Wilsen** addressed his inquiry. **Commissioner Kennedy** requested the City Attorney address the inquiry; **City Attorney Geller** responded accordingly. **Mayor Johnson** and **Commissioner Oliver** further addressed Mr. Adkins' inquiry.

• **CONSENT AGENDA 7:01 PM**

Consent Agenda Motion

Motion: Move to adopt Consent Agenda Items #1-9; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 3-1 with Commissioner Kennedy opposing and Commissioner Firstner absent.

1. Approval of Minutes from the Regular City Commission Meeting held June 17, 2025. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Code Enforcement Board. **(City Clerk Sibbitt)**
3. Approval of the Design & Engineering Services for the Lake Apopka Nature Park with Kimley-Horn & Associates in the Amount of \$202,800. **(Concurrency and Commitment Coordinator McFarlane)**
4. Approval of Resolution Designating Administrative Official Authorized to Approve Plats and Replats. **(Deputy Development Services Director Whitfield)**
5. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship

Agreement with Blue Castle Development, LLC for the Wawa - SR 50 & Clarke.
(**Development Engineer Keaton**)

6. Approval of Proposed Tentative Millage Rate for Fiscal Year 2025–2026 Budget.
(**Acting Finance Director Lawitzke**)
7. Approval of Federal Fiscal Year 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. (**Police Chief Ogburn**)
8. Approval of the One (1) Year Optional Contract Renewal with Cepra Landscape, LLC for RFP 20-005 Landscaping, Landscape Maintenance, and Mowing Services.
(**Procurement Manager Tolbert**)
9. Approval of Award for RFP #25-007 Emergency-Disaster Debris Monitoring Services - Term Contract. (**Procurement Manager Tolbert**)

• **FIRST READING OF ORDINANCE 7:02 PM**

10. First Reading of Ordinance for 703 Center Street - Mazariegos Property Annexation & Rezoning; Project No. AX-05-25-05 & RZ-25-05-05. (**Planner I Belizaire**)

City Attorney Geller read the titles of the ordinances, and it was announced that this will be presented as a second reading and public hearing at the City Commission meeting scheduled for August 5, 2025, at 6:15 PM or soon thereafter.

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 7:03 PM**

11. Second Reading and Public Hearing of an Ordinance for Envision 2045 Ocoee Comprehensive Plan - Large Scale Plan Amendment to Replace Ocoee's Comprehensive Plan in its Entirety. (**Development Services Deputy Director Whitfield**)

Development Services Deputy Director Whitfield presented an overview of Envision 2045, the updated Ocoee Comprehensive Plan, which shall be the governing policy framework to direct growth and development in the City over the next twenty years. Envision 2045 shall establish Goals, Objectives, and Policies to achieve its vision for the future of Ocoee. The proposed Ordinance will repeal the current 2002 Comprehensive Plan in its entirety and replace it with an updated comprehensive plan, entitled Envision 2045; and further, will include an option to opt-out of Envision 2045, if needed. **Development Services Deputy Director Whitfield** gave a brief overview of the plan elements' goals, policies, and objectives. She noted that while the City awaited feedback from state reviewing agencies, they used the time to connect with the community by holding a Community Outreach Meeting on Wednesday, May 28, 2025. She provided a brief summary of the public's comments and questions from that meeting. The deadline for state agency comments was June 9, 2025 (45 days after the plan was electronically submitted to all agencies). No objections were received; however, technical assistance comments were submitted and have since been addressed.

City Attorney Geller read the title of the ordinance. He further summarized the new Senate Bill (SB) 180 which is the purpose of the opt-out provision in the ordinance. He also noted that a scrivener's error had been identified and corrected in the ordinance.

The public hearing was opened.

The following persons addressed the City Commission:

- **Doug Gomber**, *Ocoee Resident*, expressed his support for Envision 2045 and praised staff for the cost savings achieved by conducting the study in-house. He also urged the City Commission to approve the ordinance.

The public hearing was closed.

Commissioner Kennedy asked that the City Attorney clarify any limitations associated with the opt-out provision and inquired about the procedures to review such requests. **City Attorney Geller** responded to his inquiry.

Commissioner Wilsen expressed appreciation to Mr. Gomber for his comment and extended thanks to staff for their efforts.

Commissioner Oliver commented that his political platform has consistently emphasized the City's lack of a defined vision and mission, and he believes that Envision 2045 now provides the foundational framework the City needs to move forward. He also commended staff for their work on the initiative. **Commissioner Kennedy** emphasized the importance of clear specifics, ongoing follow-ups, collaboration with City Management, and accountability in order to successfully realize the vision. He further shared the importance of voting to make residents' voices heard so elected officials can advocate for what their constituents want when working with City Management.

Motion: Move to approve Ordinance 2025-14 for Envision 2045 Ocoee Comprehensive Plan - Large Scale Plan Amendment to Replace Ocoee's Comprehensive Plan in its Entirety; and authorize the transmittal of the adopted Envision 2045 Comprehensive Plan to the reviewing agencies in accordance Section 163.3184(3)(c), Florida Statutes; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 4-0 with Commissioner Firstner absent.

Recess 7:23 PM - 7:31 PM

• **PUBLIC HEARING 7:31 PM**

12. Adoption of the Amended and Restated Final Resolution Pertaining to Fire Protection Assessments for Fiscal Year 2025–2026. (**Assistant City Manager Rumer**)

Assistant City Manager Rumer provided an overview of the Fire Assessment Services Program and the Resolution proposing a new initial assessment. He outlined the completed steps, which included conducting a fire assessment study, adopting an initial assessment resolution, sending notices to all property owners, and publishing legal advertisements. His presentation covered several key areas: general government revenue, millage rate breakdown, general fund expenditures, proposed property tax reform, types of fire assessments, current costs under the existing rate, and projected costs under the proposed rate.

Fire Chief Smothers followed with a summary of fire incident types, the proposed 2026 fire budget, and both existing and recurring fire service costs.

Assistant City Manager Rumer concluded the presentation by highlighting average public safety salaries, personnel-to-population ratios, and recommended adopting the Amended and Restated Final Assessment Resolution for FY 2025–2026. The proposal includes a rate increase from \$69.50 to \$139.23 per fire protection unit. He also briefly introduced the consultants assisting with the program.

Sandi Neubarth, *Anser Advisory*, provided an overview of the purpose and objectives of the fire assessment. She further explained the concept of non-ad valorem assessments, the demand-availability apportionment methodology, the proposed maximum rate, and the total assessable revenue.

City Attorney Geller read the title of the resolution.

The public hearing was opened.

The following persons addressed the City Commission with inquiries related to the fire assessment:

- **Amelia Ambrosio**, *Ocoee Resident*, inquired about the calculations used to determine her factored fire protection units to establish her fire assessment fee. **Assistant City Manager Rumer** addressed her inquiry.
- **Keith Butts**, *Ocoee Resident*, inquired about collecting revenue from EMS calls and auto accidents where non-residents are involved, and why a fire engine and rescue respond to calls at nursing homes. **Fire Chief Smothers** addressed his inquiries.
- **Kelly**, *Ocoee Resident*, commented on accountability with respect to the budget and the vision related to the Comprehensive Plan, and pondered why the fee is such a big hit at one time as opposed to a smaller fee each year for the past several years. **City Manager Shadrix** responded to his comments.
- **Manuel Delgado**, *Ocoee Resident*, inquired how long the fire fees will be in effect. **City Manager Shadrix** responded to his inquiry.
- **Betty Haas**, *Ocoee Resident*, inquired about the difference between raising the fire assessment fee and raising the millage rate, and if all the upcoming development has been considered as a part of the assessment. **Assistant City Manager Rumer** responded to her inquiries.
- **Margaretta McKenzie**, *Ocoee Resident*, inquired about people living in apartments paying their share of the fire assessment fees, and if the golf club purchase was related to the fees. **City Manager Shadrix** addressed her inquiries.
- **Herbert Whitter**, *Ocoee Resident*, inquired about businesses who have benefitted from Ocoee's population increase, such as Walmart and Publix, as well as the toll authorities and local hospitals, paying portions of the assessment. **City Manager Shadrix** responded to his inquiries. Brief discussion ensued.

The following persons spoke in opposition to the Fire Assessment Resolution:

- **Michael Rogers**, *Ocoee Resident*
- **David Denmark**, *Ocoee Resident*
- **Kim Denmark**, *Ocoee Resident*
- **John Wilkison**, *Ocoee Resident*
- **Rembert Edwards**, *Ocoee Resident*
- **Ralph Jones**, *Ocoee Resident*
- **Joe Bandur**, *Ocoee Resident*
- **Daniel Plate**, *Ocoee Resident*
- **Angela Williams**, *Ocoee Resident*
- **Gray**, *Ocoee Resident*

The public hearing was closed.

Assistant City Manager Rumer briefly addressed a question from one of the residents.

City Manager Shadrix informed the City Commission that, if the proposed fire assessment fee increase is not approved, an increase in the millage rate will be necessary to keep up with the rising costs of police and fire services. He also noted the intention to implement budget cuts in light of recent legislative changes that may affect local government funding and agreed with earlier comments that small, incremental increases should have been adopted in previous fiscal years.

Commissioner Kennedy thanked all the residents for speaking and sharing their opinions. He expressed support for adopting a zero-based budgeting approach, noting that it is not currently in use. He also voiced his confidence in City Manager Shadrix's leadership, recognizing that he is moving in that direction. Additionally, he highlighted several voter-approved legislative changes that are now impacting municipal revenue. He expressed his support for establishing a dedicated Fire Fund, with all related fees allocated directly and entirely to the Fire Department and discussed the current fiscal challenges the City is facing.

Commissioner Wilsen commented on the millage rate and the importance to set it in compliance with TRIM notice requirements. She spoke about the need for continued attentiveness to City issues, encouraged residents to voice their concerns and come together on legislative matters, and explained the necessity of securing adequate funding to address the services and needs requested by the community.

Commissioner Oliver remarked that the issue at hand is complex and does not lend itself to a simple solution. He expressed his discomfort with having to inform residents of a proposed 100% increase. He also raised concerns about the funds used for the golf course purchase, suggesting that those resources might have been better used to support the Fire Department's budget needs. While acknowledging the importance of the Fire Department and the benefits of its ISO rating for residents' taxes, he asked what the projected millage rate would be if the assessment does not pass. **City Manager Shadrix** addressed his question and explained his rationale for proposing the current rate at 5.5 mills.

Mayor Johnson addressed the comment regarding the golf course, explaining that it generates revenue and is a City-owned asset that required the City to assume the lease in order to properly manage its operations. He noted that eliminating services such as parks, recreational activities, and community events would also lead to public dissatisfaction. He explained that impact fees collected by Orange County do not return to the City, which limits the local funding options, and emphasized that he does not want to raise the millage rate. He informed the residents that they have the option to pay the assessments quarterly. Additionally, he noted that municipalities across the board are facing the need to increase budget funding for public safety services due to collective bargaining pressures and a competitive labor market.

Motion: Move to approve Resolution 2025-08 adopting the Amended and Restated Final Assessment Resolution for the FY 25-26 Fire Protection Assessments; Moved by Commissioner Wilsen; Motion died for lack of a second.

Motion: Move to recalculate the Fire Fee as a separate fund to pay for 100% of the Fire Department, create a Fire Fund through the budget process, reduce the ad valorem by the amount of the Fire Fund, and lower the millage rate accordingly;

Mayor Johnson inquired what the total amount would come to for the fire fee. **City Manager Shadrix** addressed his inquiry. Discussion ensued.

Moved by Commissioner Kennedy; Motion died for a lack of a second.

Mayor Johnson inquired if the Commission could vote to approve the Amended and Restated Final Resolution Pertaining to Fire Protection Assessments for one (1) year, allowing for staff and the City Commission to work through a solution for the future.

Mayor Johnson handed the gavel to Mayor Pro Tem Wilsen.

Motion: Move to approve Resolution 2025-08 adopting the Amended and Restated Final Assessment Resolution for the FY 25-26 Fire Protection Assessments for one (1) year and then work through a solution for the future; Moved by Mayor Johnson, seconded by Commissioner Kennedy;

Commissioner Kennedy commented that the notice states that the assessment is an ongoing fee and inquired if that would be an issue. **Assistant City Manager Rumer** addressed his question.

Commissioner Oliver asked how long it would take to come up with a proposal for the fire fee for next year, based on the Mayor's motion. Discussion ensued; **City Manager Shadrix** addressed his question.

Following the discussion, Motion carried 4-0 with Commissioner Firstner absent.

- **REGULAR AGENDA** – None
- **COMMENTS FROM COMMISSIONERS** 10:08 PM

Commissioner Wilsen – Commented on the following: 10:08 PM

1) Advised that she will be hosting a community meeting for the Pickleball facility and requested to utilize the Commission Chambers for the meeting. **Consensus of the City Commission was to approve the use of the Commission Chambers for the community meeting.**

- **ADJOURNMENT** 10:09 PM

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of the 2026 Holiday Schedule and Canceling Three (3) Scheduled Meeting Dates. (City Clerk Sibbitt)

Background Summary:

Section 8.01 of the Personnel Rules and Regulations lists Holidays that will be observed annually in the City of Ocoee. Each year the City Commission approves those holidays as well as selects dates for those holidays that fall on weekend days. Due to time-sensitive development projects, the Development Services Department would benefit from advance notification of planned cancelations of the Planning and Zoning and City Commission Meetings.

Issue:

Should the Honorable Mayor and City Commissioners approve the Holiday Schedule for 2026; and further, approve canceling three (3) scheduled meeting dates as recommended by staff listed below?

Recommendations:

APPROVED HOLIDAYS	DATES AS APPROVED	RECOMMENDATIONS
New Year's Day	January 1st	Thursday, January 1, 2026
Martin Luther King, Jr. Day	Third Monday in January	Monday, January 19, 2026
Memorial Day	Last Monday in May	Monday, May 25, 2026
Independence Day	July 4th	Friday, July 3, 2026
Labor Day	First Monday in September	Monday, September 7, 2026
Thanksgiving Day	Fourth Thursday in November	Thursday, November 26, 2026
Day after Thanksgiving	Day after Fourth Thursday	Friday, November 27, 2026
Day Before or After Christmas	As determined by the Commission	Thursday, December 24, 2026
Christmas	December 25th	Friday, December 25, 2026

Meetings	Holidays	2025 Recommended Canceling Meeting Dates
City Commission Meeting	Martin Luther King, Jr. Day	January 20, 2026
City Commission Meeting	NLC 2026 Conference	March 17, 2026
City Commission Meeting	Labor Day	September 8, 2026

Attachments:

1. 2026 Year Calendar with Holidays
2. PRR Section 8.01

Financial Impacts:

None

Type of Item: Consent

January

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February

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September

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October

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November

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December

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Jan 01: New Year's Day	Apr 05: Easter Sunday	Jul 04: Independence Day	Nov 26: Thanksgiving Day
Jan 19: M L King Day	May 25: Memorial Day	Sep 07: Labor Day	Dec 25: Christmas
Feb 16: Presidents' Day	Jun 19: Juneteenth	Oct 12: Columbus Day	
Apr 03: Good Friday	Jul 03: Independence Day Holiday	Nov 11: Veterans Day	

SECTION 8

HOLIDAYS

8.01 Days Observed

- A. When a holiday falls on Saturday or Sunday, the Friday preceding or Monday following shall be designated a substitute holiday and observed as the official holiday.
- B. The observed holidays are:
- | | |
|----------------------------|--|
| January 1 | New Year's Day |
| January - Third Monday | Martin Luther King, Jr. Day |
| May - Last Monday | Memorial Day |
| July 4 | Independence Day |
| September - First Monday | Labor Day |
| November - Fourth Thursday | Thanksgiving Day |
| November - Fourth Friday | Day after Thanksgiving |
| December | Day Before or After Christmas Day,
as Determined by City Commission |
| December 25 | Christmas Day |
- C. The City Manager will determine which departments or operations will be closed in observance of a holiday.

8.02 Eligibility for Holiday Pay

- A. All holidays must be taken as time off except for departments where employees work 24 hours.
- B. An employee must be on an approved paid leave for or work the normal schedule of hours, on the regularly scheduled working day immediately prior to and immediately following a holiday, in order to qualify for the holiday time or pay. Absences not approved in advance may not be approved depending on whether the employee's excuse and verification of the reason for the absence are acceptable to management, which, may at its option, require a doctor's excuse as well as any other evidence it deems necessary.
- C. Holiday Pay

Full-time non-exempt employees, except those covered by a Collective Bargaining Agreement, who work a regular schedule of 8, 9, 10 or 12 hour days shall receive eight (8), nine (9), ten (10) or twelve (12) hours at their straight time hourly rate.

2. Regular part-time employees who are assigned a regular schedule of more than twenty (20) but less than forty (40) hours a week, shall receive four (4) hours at their regular hourly rate provided they meet the requirements of Section 8.02(B) above and provided they are on a paid status.

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 3

Contact Name: Miranda Justice
Contact Number: Ext. 1024

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

**Subject: Approval of Resolution to Change Planning and Zoning Commission Meeting Time.
(City Clerk Sibbitt)**

Background Summary:

At their June 18, 2025, Planning and Zoning Commission meeting, members discussed changing their meeting start time from 6:30 PM to 6:15 PM to maintain consistency with the City Commission and several advisory boards. Board members and City staff had no objections to the change.

Pursuant to Section 3-2 C. (2) of the Land Development Code, the City Commission is authorized to set a meeting time by resolution for the Planning and Zoning Commission. At the July 8, 2025, Planning and Zoning Commission meeting, a formal motion was made and approved unanimously to recommend to the City Commission that the meeting start time be changed from 6:30 PM to 6:15 PM. Staff authored a Resolution accordingly.

Issue:

Should the Honorable Mayor and City Commissioners approve a Resolution to change the Planning and Zoning Commission meeting time from 6:30 PM to 6:15 PM?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Resolution to change the Planning and Zoning Commission meeting time from 6:30 PM to 6:15 PM, to allow for consistency with the City Commission and several advisory boards' meeting times.

Attachments:

1. LDC 3-2(C) Planning & Zoning Commission
2. Resolution

Financial Impacts:

None

Type of Item: Consent

§ 3-2. PLANNING AND ZONING COMMISSION.

C. Officers, Rules of Procedure and Quorum.

- (1) The Planning and Zoning Commission shall elect a chair and a vice chair from among its members at the first meeting of each calendar year. The City Commission shall provide the Commission a deputy clerk, who may be an employee of the City of Ocoee.
- (2) The Planning and Zoning Commission shall meet the second Tuesday of each month and at such other times as may be necessary at such time as is set by a resolution of the City Commission. It shall adopt rules for the transaction of its business and shall keep a properly indexed record of its resolutions, transactions, findings and determinations, which record shall be a public record. All meetings of the Planning and Zoning Commission shall be public.
- (3) Three (3) members of the Planning and Zoning Commission shall constitute a quorum, and no action may be taken if less than three (3) members are present and voting.

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
RELATING TO THE PLANNING AND ZONING
COMMISSION; PROVIDING FOR A MEETING TIME;
PROVIDING FOR SEVERABILITY; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, on May 15, 2018, the City Commission of the City of Ocoee (“City Commission”) approved Ordinance 2018-21 amending section 3-2 and 3-3 of the City of Ocoee Land Development Code and Section 2 of Ordinance 2018-21 authorizes the City Commission to establish the meeting time for the Planning and Zoning Commission by resolution; and

WHEREAS, on May 15, 2018, the City Commission adopted a resolution setting the Planning and Zoning Commission’s meeting time to begin at 6:30 p.m.; and

WHEREAS, on June 18, 2025, the Planning and Zoning Commission meeting, members discussed changing their meeting start time from 6:30 p.m. to 6:15 p.m. to maintain consistency with the City Commission and several advisory boards; and subsequently, on July 8, 2025, the Planning and Zoning Commission made a formal motion to recommend to the City Commission to adopt a resolution changing the meeting time to a 6:15 p.m. start time; and

WHEREAS, the City Commission may exercise any power for municipal purposes, except as expressly prohibited by law.

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

SECTION 1. **Authority.** The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2. Time of Meetings. The City Commission hereby directs that the regular Planning and Zoning Commission meetings will be held on the second Tuesday of each month and will begin at 6:15 p.m.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 5th day of August, 2025.

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION ON _____, 2025
UNDER AGENDA ITEM NO. _____**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 2025.**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney



Meeting Date: August 5, 2025
Item #: 4

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Approval of Resolution Expressing Support for the Community Contribution Tax Credit Program (CCTC) Authorized under 212.08(5)(p) FL Statutes. (Assistant City Manager Rumer)

Background Summary:

The attached Resolution provides support for the Community Contribution Tax Credit Program (CCTCP) which was established as part of the Florida Department of Commerce to encourage private sector participation in community improvement and housing projects. The program offers tax credits to businesses that have made donations to approved community organizations. Approval of this resolution by the City Commission does not designate any entity as an eligible sponsor. Each entity with a project located in the City of Ocoee must obtain its own resolution for that specific project. This would result in the entity attending a City Commission meeting for its own resolution adoption after being vetted by the City Manager's Office.

The Community Contribution Tax Credit Program (CCTCP) provides a financial incentive (up to 50% tax credit or sales tax refund) to encourage Florida businesses to make donations toward community development and housing projects for low-income persons. Businesses located anywhere in Florida that make donations to approved community development projects may receive a tax credit of up to 50 percent of the value of the donation. Businesses may take the credit on Florida corporate income tax, insurance premium tax, or as a refund against sales tax if the business is registered to collect and remit sales taxes with the Department of Revenue (DOR).

Non-profit organizations and units of state and local governments may apply to become eligible sponsors and solicit donations under the program.

Issue:

Should the Honorable Mayor and City Commissioners approve a Resolution expressing support for the Community Contribution Tax Credit Program (CCTC) Authorized under 212.08(5)(p) FL Statutes?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve a Resolution expressing support for the Community Contribution Tax Credit Program (CCTC) Authorized under 212.08(5)(p) FL Statutes.

Attachments:

1. Resolution

Financial Impacts:

None

Type of Item: Consent

RESOLUTION NO. 2025-

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
EXPRESSING SUPPORT FOR THE COMMUNITY
CONTRIBUTION TAX CREDIT PROGRAM (CCTC)
AUTHORIZED UNDER SECTION 212.08(5)(p), FLORIDA
STATUTES; AND PROVIDING FOR SEVERABILITY, AND
AN EFFECTIVE DATE.**

WHEREAS, Section 220.183, Florida Statutes, provides for a Community Contribution Credit Program (“CCTC Program”) to encourage donations to community development programs in low-income communities by providing contributions with a 50% credit against any state tax due for a taxable year, and

WHEREAS, any project for which a business seeks a tax credit must be undertaken by an “eligible sponsor” which includes nonprofit, community-based organizations whose mission is the provision of housing for low-income or very low-income households; and

WHEREAS, all projects must first be approved by application to the State of Florida Department of Economic Opportunity; and

WHEREAS, the application for any project must include a resolution from the local government where the proposed project is to be located, certifying that the project is consistent with local plans and regulations; and

WHEREAS, this resolution shall become effective immediately upon passage and adoption.

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

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 2. Support. The City Commission hereby expresses its support for the Community Contribution Tax Credit Program authorized under Florida Statute Section 212.08(5)(p).

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this ____ day of _____, 2025.

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY this ____ day of
_____, 20____.**

**APPROVED BY THE OCOEE CITY
COMMISSION ON _____, 2025
UNDER AGENDA ITEM NO. _____**

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 5

Contact Name: Milen Womack
Contact Number: Ext. 6013

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval to Authorize Additional Funds to Provide Close-out of the Clarke Road Widening Project. (City Engineer Womack)

Background Summary:

The Clarke Road Widening Project was completed in April of 2025. The funding required for the final close-out of this construction project is \$123,177.54. The construction costs are paid to the contractor, Lennar, through an escrow account administered by the City Attorney. Public works is requesting the remaining costs to be transferred to the project escrow account from the road improvement bond. Public Works recommends approval of the transfer of funds to complete the final payment of retainage for the Clarke Road Widening Project.

Issue:

Should the Honorable Mayor and City Commissioners authorize the reallocation of available Roadway Improvement Bond Funds to the project escrow account to complete the Widening of Clarke Road?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the reallocation of \$123,177.54 to the Clarke Road Widening escrow account from the Roadway Improvement Bond Funds to close-out the Widening of Clarke Road.

Attachments:

None

Financial Impacts:

\$123,177.54 is adequately funded from the Roadway Improvement Bond.

Type of Item: Consent



Meeting Date: August 5, 2025
Item #: 6

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Infrastructure Improvements and Surety and Maintenance, Materials, and Workmanship Agreement for Asphalt for Reserve at Lake Meadow. (Development Engineer Keaton)

Background Summary:

Reserve at Lake Meadow Subdivision is located in Commission District 1 and is made up of 46 lots, the development of detached single-family homes. The parent parcel was addressed at 2149 Lauren Beth Ave. and assigned parcel ID number 04-22-28-0000-00-024. The development site is approximately 1,130 feet south of Lake Meadow Rd., which is 2,720 feet south of the intersection of Lake Meadow Rd./Ingram Rd and Clarcona Ocoee Rd. The developer has completed construction of the infrastructure improvements for the subdivision and has requested a Certificate of Completion. The infrastructure improvements include potable water, sanitary sewer, reclaimed water, utilities, roadways, stormwater collection system, and perimeter wall/fencing. Required installation of street trees and lot trees will occur as each lot is permitted and developed with a single-family residence. All other identified punch list repairs have been completed, and the developer is ready to start the two-year warranty period for the public improvements, excluding trees and landscaping.

As a requirement of the Land Development Code, the developer is required to furnish the City with a Surety to cover any possible damages discovered during the next two years. Should the developer not choose to make those repairs, Park Square Enterprises, LLC, has provided the City with a Letter of Credit in the amount of \$297,694.50, which is 10% of the constructed improvements. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 of the Land Development Code) acts as the executable document between the developer and the City. The Surety will be returned to the developer upon completion of the two-year warranty period and following the repair of any damages caused or occurring over those two years.

Additionally, the developer has furnished the City with a separate Surety in the amount of \$166,866.84, to cover the construction cost of adding the second lift of asphalt to all the public streets of the subdivision. This arrangement will ensure that the final road surface is not worn or scarred during the construction of the homes. The attached Maintenance, Materials, and Workmanship Agreement for Asphalt acts as the executable document between the developer and the City in the event the developer fails to provide the second lift of asphalt within two years of the issuance of the Certificate of Completion or when 80% of the homes have received Certificates of Occupancy. The Surety will be returned to the developer upon completion of the warranty period and following the repair of any damages caused or occurring over that period.

Issue:

Should the City accept the Surety as provided by Park Square Enterprises, LLC, for (1) the two-year warranty for Reserve at Lake Meadow and execute the Maintenance, Materials, and Workmanship Agreement and (2) the Surety as provided by Park Square Enterprises, LLC for the Maintenance, Materials, and Workmanship Agreement for Asphalt for Reserve at Lake Meadow and execute the Maintenance, Materials, and Workmanship Agreement for Asphalt with Park Square Enterprises, LLC?

Recommendations:

The Development Services Department recommends the Honorable Mayor and City Commissioners (1) approve and accept the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement and (2) approve the Surety and execution of the Maintenance, Materials, and Workmanship Agreement for Asphalt with Park Square Enterprises, LLC, for the Reserve at Lake Meadow.

Attachments:

1. MMW agreement - 2 Year Warranty
2. Letter of Credit - 2-year warranty
3. MMW agreement - Asphalt 2nd lift
4. Letter of Credit - Asphalt 2nd Lift

Financial Impacts:

There are no financial impacts to the City in accepting this two-year warranty Surety.

Type of Item: Consent

**MAINTENANCE, MATERIALS, AND
WORKMANSHIP AGREEMENT WITH LETTER OF CREDIT**

(SUBDIVISION NAME: **RESERVE AT LAKE MEADOW**)

THIS MAINTENANCE, MATERIALS, AND WORKMANSHIP AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20__, by Park Square Enterprises, LLC, a Delaware Limited Liability Company, whose mailing address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the "Developer") and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Ave, Ocoee, Florida 34761 (the "City").

W I T N E S S E T H:

WHEREAS, Developer, or its predecessor-in-interest or its predecessor-in title, has developed and/or constructed a subdivision known as Reserve at Lake Meadow (the "Subdivision") and in connection therewith has installed with the approval of the City certain roads, streets, sewer, water and reuse systems, drainage facilities (including retention and detention ponds), and/or other improvements (collectively, the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the following Final Subdivision Plan (or Preliminary/Final Subdivision Plan) approval granted by the Ocoee City Commission on December 15, 2020:

- (a) Case No. RZ-20-08-06, whereby on December 15, 2020, the Ocoee City Commission adopted Ordinance No. 2020-039 rezoning of the property to Planned Unit Development (PUD) and PUD Land Use Plan (LUP) under Agenda section 6, Item a; and
- (b) Case No. LS-2020-012, whereby on December 15, 2020, the Ocoee City Commission approved Reserve at Lake Meadow, Large Scale Preliminary Subdivision Plan (PSP) per staff's recommendations, under Agenda section 6, Item a; and
- (c) Whereby on May 18, 2021, the Ocoee City Commission approved a Non-Substantial Amendment to the Approved PUD Land Use Plan for the Reserve at Lake Meadow PUD, under consent section 6, Item 8; and

WHEREAS, the Subdivision is located within certain real property located in the City of Ocoee, Orange County, Florida, as more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City's Land Development Code, Developer is required to guaranty the maintenance, materials, and workmanship of the Improvements within the Subdivision; and

WHEREAS, in order to obtain the issuance of a Certificate of Completion with respect to the Improvements, the Developer desires to guaranty such maintenance, materials, and workmanship by having _ United Community Bank _ (the "Bank") (or such other bank as may be acceptable to the City) establish an Irrevocable Standby Letter of Credit in favor of the City in substantially the

form attached hereto as **Exhibit "B"** and by this reference made a part hereof ("Letter of Credit").

NOW THEREFORE, the parties agree as follows:

SECTION ONE: Establishment of Letter of Credit.

Developer does hereby agree to have Bank establish the Letter of Credit in favor of the City in the amount of TWO HUNDRED NINETY-SEVEN THOUSAND, SIX HUNDRED NINETY-FOUR AND 50/100's US DOLLARS (\$297,694.50) to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements and the other obligations of the Developer under this Agreement. The Letter of Credit shall be established and drawn upon only in accordance with the terms of the Letter of Credit and this Agreement.

SECTION TWO: 2-Year Warranty Period.

For a period of two (2) years from the date of issuance of the Certificate of Completion (the "Warranty Period"), the Developer shall maintain the Improvements in a first class condition and shall repair, correct and/or cure any Deficiency (as defined in Section 3 below) within thirty (30) days of receipt of written notice of a Deficiency from the City. The Developer shall pay any and all costs or expenses incidental to the performance of any such work. The City may provide notices of a Deficiency from time to time during the Warranty Period.

SECTION THREE: City's Right to Draw on Letter of Credit.

If at any time during the Warranty Period, the City notifies Developer in writing (i) that the Improvements have not been maintained in a first class condition, (ii) that paving or other structures within the Subdivision have been found by the City to not be in compliance with the Subdivision approval, and/or (iii) that there is a deficiency or fault in the materials, workmanship, or structural integrity of the Improvements which has been found by the City to not be in compliance with the Subdivision approval (collectively, a "Deficiency") and Developer fails to repair, correct and/or cure such Deficiency to the satisfaction of the City within thirty (30) days from receipt of the notice thereof as set forth in Section 2 above, then the City may draw upon the Letter of Credit without further notice to Developer in order to establish a cash escrow for the performance of the Developer's obligations under this Agreement (the "Cash Escrow").

Additionally, the City may draw on the Letter of Credit in order to establish a Cash Escrow in such amounts as the City deems necessary or appropriate (a) in the event of a default by Developer under this Agreement, and/or (b) as provided for in the Letter of Credit.

SECTION FOUR: Term of Letter of Credit.

The Letter of Credit shall be for a term of no less than two (2) years and one (1) month from the date of issuance of the Certificate of Completion. Notwithstanding anything contained in Section 3 above, in the event the City has notified Developer of a Deficiency as provided above, then the term of this Agreement shall continue and the term of the Letter of Credit shall be extended until such Deficiency is corrected. If the City has provided a notice of Deficiency which has not been repaired, corrected and/or cured within thirty (30) days from the date the

Letter of Credit (or any extension or replacement thereof) is scheduled to expire, then the City may draw on the Letter of Credit and establish a Cash Escrow for the performance of the Developer's obligations under this Agreement.

SECTION FIVE: City's Use of Funds Drawn on Letter of Credit.

Unless otherwise mutually agreed to by City and Developer, the funds available through the Letter of Credit and any Cash Escrow established under this Agreement shall be used by the City only (a) to repair, correct and/or cure any Deficiency, (b) to cure a breach by Developer of its obligations under this Agreement, and/or (c) to pay for reasonable administrative expenses and attorneys' fees and costs incurred by the City in exercising or otherwise enforcing its rights under this Agreement and Letter of Credit.

If the Developer fails or refuses to undertake the repair, correction and/or cure of any Deficiency, then the City may, but shall not be obligated to, undertake such repair, correction and/or cure any Deficiency, the cost of which shall be paid for out of the Letter of Credit and any Cash Escrow established pursuant to this Agreement. In the event the City undertakes any such repair, correction and/or cure, then the City shall be entitled to retain an administrative fee in the amount of two percent (2%) of the cost thereof and shall also be entitled to reimbursement of all costs and expenses incurred by the City in undertaking such action, including but not limited to its legal fees and costs. The City may use third party contractors to perform any such corrective actions.

SECTION SIX: Right of Entry for Corrective Activities.

In the event the City undertakes to repair, correct and/or cure any Deficiency, then in such event the Developer hereby grants to the City and its employees, contractors and representatives, the right to enter upon the Property and the Improvements for the purpose of performing any such repair, correction, and/or cure.

SECTION SEVEN: No Obligation of City to Undertake Repairs or Advance Funds.

Nothing contained herein shall be construed to in any way obligate the City to (i) advance City funds for any purpose on behalf of the Developer, or (ii) to undertake the repair, correction and/or cure of any Deficiency. Further, the City shall have no liability to the Developer or any third parties with respect to any corrective actions undertaken by the City.

SECTION EIGHT: Excess Funds.

In the event that the City draws on the Letter of Credit and establishes the Cash Escrow, then any excess funds shall be returned to the Developer after any and all of the Deficiencies have been repaired, corrected and cured to the satisfaction of the City and after the payment from the Cash Escrow of all obligations of the Developer under this Agreement.

SECTION NINE: Continued Applicability of Subdivision Regulations.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SECTION TEN: Construction.

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

DEVELOPER:

By: 
Print Name: Achal Aggarwal
Title: Authorized Signatory

CITY:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: _____
Rusty Johnson, Mayor

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

(SEAL)

FOR THE USE AND RELIANCE BY THE
CITY OF OCOEE ONLY. APPROVED
AS TO FORM AND LEGALITY
this _____ day of _____,
_____, 20__.

FISHBACK DOMINICK

By: _____
City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 20__
UNDER AGENDA ITEM NO. _____.

EXHIBIT "A"

**Reserve at Lake Meadows, per Plat Book 117, Pages 103 through 104, of the Public Records of
Orange County, Florida**

EXHIBIT "B"

FORM OF LETTER OF CREDIT

(See Following Page)



IRREVOCABLE STAND-BY LETTER OF CREDIT
NUMBER 6000653219

SUBDIVISION NAME/PHASE: RESERVE AT LAKE MEADOW

Applicant

Park Square Enterprises, LLC
5200 Vineland Road, Suite 200
Orlando, FL 32811

Beneficiary

City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761

Issuing Bank

United Community Bank
450 South Orange Avenue, Ste 1200
Orlando, FL 32801

ATTENTION:

Martrivus Keaton
1 N. Bluford Ave.
Ocoee, FL 34761

AMOUNT - \$297,694.50
TWO HUNDRED NINETY-SEVEN
THOUSAND, SIX HUNDRED NINETY-
FOUR AND 50/100's US DOLLARS

DATE OF ISSUE

July 9, 2025

DATE OF EXPIRY

September 9, 2027

We hereby establish our Irrevocable Standby Letter of Credit # 6000653219, in favor of City of Ocoee, a Florida municipal corporation, and authorize you to draw on United Community Bank (the "Bank"), at 450 South Orange Avenue, Ste 1200, Orlando, FL 32801 by order of Park Square Enterprises, LLC up to but not exceeding the aggregate amount of Two Hundred Ninety-Seven Thousand, Six Hundred Ninety-Four and 50/100's Dollars (\$297,694.50), in United States Funds, which is available by your draft at sight, when accompanied by this letter of credit and any one of the following documents:

1. A statement purportedly signed by the Mayor, City Manager or authorized representative to the effect that the City is entitled to draw upon the Letter of Credit pursuant to the terms of that certain Maintenance, Materials and Workmanship Agreement between the City and Applicant with respect to the following Subdivision: RESERVE AT LAKE MEADOW; or
2. A statement purportedly signed by the Mayor, City Manager or authorized representative to the effect that the performance of Applicant's obligation under the Maintenance, Materials and Workmanship Agreement



has not been completed yet and the letter of credit will expire within 30 days from the date of the drawing without being extended or replaced to the City's satisfaction; or

3. A statement purportedly signed by the Mayor, City Manager or authorized representative to the effect that United Community Bank has lost its designation as a "qualified public depository" pursuant to Florida Statutes, Chapter 280, and an acceptable replacement letter of credit has not been received; or

4. A statement purportedly signed by the Mayor, City Manager, or authorized representative, that the drawing is due to Applicant's failure to repair, correct and/or cure a "Deficiency" as that term is defined that certain Maintenance, Materials and Workmanship Agreement between the City and Applicant with respect to the following Subdivision: RESERVE AT LAKE MEADOW.

This letter of credit shall be deemed in force until September 9, 2027, and will automatically be extended for a period not to exceed ninety (90) days without amendment unless we provide the City Manager of the City of Ocoee with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed term.

Drafts must bear the clause: "Drawn under Letter of Credit 6000653219 of United Community Bank dated July 9, 2025."

This letter of credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the letter of credit has expired.

Except as otherwise specifically stated herein, this letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this letter of credit is referred to or this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored upon presentation to United Community Bank, at 450 South Orange Avenue, Ste 1200, Orlando, FL 32801 This letter of credit will be considered as canceled upon receipt by us of the original credit instrument or upon any present or future expiry date hereunder, whichever shall occur first.

This letter of credit is subject to the "International Standby Practices (ISP98)", International Chamber of Commerce Publication No. 590 and as to matters not governed by ISP98, shall be governed and construed in accordance with the provisions of Florida law. If a conflict between the "International Standby Practices (ISP98)", and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

A handwritten signature in blue ink, appearing to read 'Steve Rogner', written over a horizontal line.

Authorized Signature

Steve Rogner

Title: Senior Vice President

**MAINTENANCE, MATERIALS, AND
WORKMANSHIP AGREEMENT FOR ASPHALT WITH LETTER OF CREDIT**

(SUBDIVISION NAME: **RESERVE AT LAKE MEADOW**)

THIS MAINTENANCE, MATERIALS, AND WORKMANSHIP AGREEMENT (this "Agreement") is entered into this ____ day of _____, 20__, by Park Square Enterprises, LLC, a Delaware Limited Liability Company, whose mailing address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 (the "Developer") and the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Ave, Ocoee, Florida 34761 (the "City").

W I T N E S S E T H:

WHEREAS, Developer, or its predecessor-in-interest or its predecessor-in title, has developed and/or constructed a subdivision known as Reserve at Lake Meadow (the "Subdivision") and in connection therewith has installed with the approval of the City certain roads, streets, sewer, water and reuse systems, drainage facilities (including retention and detention ponds), and/or other improvements (collectively, the "Improvements") under the provisions, conditions, and requirements of the City's Subdivision Regulations and the following Final Subdivision Plan (or Preliminary/Final Subdivision Plan) approval granted by the Ocoee City Commission on December 15, 2020:

- (a) Case No. RZ-20-08-06, whereby on December 15, 2020, the Ocoee City Commission adopted Ordinance No. 2020-039 rezoning of the property to Planned Unit Development (PUD) and PUD Land Use Plan (LUP) under Agenda section 6, Item a; and
- (b) Case No. LS-2020-012, whereby on December 15, 2020, the Ocoee City Commission approved Reserve at Lake Meadow, Large Scale Preliminary Subdivision Plan (PSP) per staff's recommendations, under Agenda section 6, Item a; and
- (c) Whereby on May 18, 2021, the Ocoee City Commission approved a Non-Substantial Amendment to the Approved PUD Land Use Plan for the Reserve at Lake Meadow PUD, under consent section 6, Item 8; and

WHEREAS, the Subdivision is located within certain real property located in the City of Ocoee, Orange County, Florida, as more fully described in the attached **Exhibit "A"** which exhibit is incorporated herein by this reference (the "Property"); and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City's Land Development Code, Developer is required to guaranty the maintenance, materials, and workmanship of the Improvements within the Subdivision; and

WHEREAS, in order to obtain the issuance of a Certificate of Completion with respect to the Improvements, the Developer desires to guaranty such maintenance, materials, and workmanship by having _United Community Bank_ (the "Bank") (or such other bank as may be acceptable to the City) establish an Irrevocable Standby Letter of Credit in favor of the City in

substantially the form attached hereto as **Exhibit "B"** and by this reference made a part hereof ("Letter of Credit").

NOW THEREFORE, the parties agree as follows:

SECTION ONE: Establishment of Letter of Credit.

Developer does hereby agree to have Bank establish the Letter of Credit in favor of the City in the amount of ONE HUNDRED SIXTY-SIX THOUSAND, EIGHT HUNDRED AND SIXTY-SIX AND 84/100's US DOLLARS (\$166,866.84) to guaranty the maintenance, materials, workmanship, and structural integrity of the Improvements and the other obligations of the Developer under this Agreement. The Letter of Credit shall be established and drawn upon only in accordance with the terms of the Letter of Credit and this Agreement.

SECTION TWO: Second Lift of Asphalt and Warranty.

(A) The parties agree that in order to achieve the standards set forth in the City of Ocoee Code of Ordinances, a second lift of asphalt ("Asphalt Improvement") will be installed in accordance with Orange County Road Construction Specifications, latest edition, on the roadways in the Reserve at Lake Meadows Subdivision within two (2) years of the issuance of the Certificate of Completion or at such time as 80% of the homes within the Subdivision have received a certificate of occupancy, whichever comes first. The Asphalt Improvement shall be completed in a quality and workmanlike manner.

(B) For a period of one (1) year from the date of installation of the second lift of asphalt (the "Warranty Period"), the Developer shall maintain the Asphalt Improvement in a first class condition and shall repair, correct and/or cure any Deficiency (as defined in Section 3 below) within thirty (30) days of receipt of written notice of a Deficiency from the City. The Developer shall pay any and all costs or expenses incidental to the performance of any such work. The City may provide notices of a Deficiency from time to time during the Warranty Period.

SECTION THREE: City's Right to Draw on Letter of Credit.

If at any time during the Warranty Period, the City notifies Developer in writing (i) that the Improvements have not been maintained in a first class condition, (ii) that paving or other structures within the Subdivision have been found by the City to not be in compliance with the Subdivision approval, and/or (iii) that there is a deficiency or fault in the materials, workmanship, or structural integrity of the Improvements which has been found by the City to not be in compliance with the Subdivision approval (collectively, a "Deficiency") and Developer fails to repair, correct and/or cure such Deficiency to the satisfaction of the City within thirty (30) days from receipt of the notice thereof as set forth in Section 2 above, then the City may draw upon the Letter of Credit without further notice to Developer in order to establish a cash escrow for the performance of the Developer's obligations under this Agreement (the "Cash Escrow").

Additionally, the City may draw on the Letter of Credit in order to establish a Cash Escrow in such amounts as the City deems necessary or appropriate (a) in the event of a default by Developer under this Agreement, and/or (b) as provided for in the Letter of Credit.

SECTION FOUR: Term of Letter of Credit.

The Letter of Credit shall be for a term of no less than two (2) years and one (1) month from the date of issuance of the Certificate of Completion. Notwithstanding anything contained in Section 3 above, in the event the City has notified Developer of a Deficiency as provided above, then the term of this Agreement shall continue and the term of the Letter of Credit shall be extended until such Deficiency is corrected. If the City has provided a notice of Deficiency which has not been repaired, corrected and/or cured within thirty (30) days from the date the Letter of Credit (or any extension or replacement thereof) is scheduled to expire, then the City may draw on the Letter of Credit and establish a Cash Escrow for the performance of the Developer's obligations under this Agreement.

SECTION FIVE: City's Use of Funds Drawn on Letter of Credit.

Unless otherwise mutually agreed to by City and Developer, the funds available through the Letter of Credit and any Cash Escrow established under this Agreement shall be used by the City only (a) to repair, correct and/or cure any Deficiency, (b) to cure a breach by Developer of its obligations under this Agreement, and/or (c) to pay for reasonable administrative expenses and attorneys' fees and costs incurred by the City in exercising or otherwise enforcing its rights under this Agreement and Letter of Credit.

If the Developer fails or refuses to undertake the repair, correction and/or cure of any Deficiency, then the City may, but shall not be obligated to, undertake such repair, correction and/or cure any Deficiency, the cost of which shall be paid for out of the Letter of Credit and any Cash Escrow established pursuant to this Agreement. In the event the City undertakes any such repair, correction and/or cure, then the City shall be entitled to retain an administrative fee in the amount of two percent (2%) of the cost thereof and shall also be entitled to reimbursement of all costs and expenses incurred by the City in undertaking such action, including but not limited to its legal fees and costs. The City may use third party contractors to perform any such corrective actions.

SECTION SIX: Right of Entry for Corrective Activities.

In the event the City undertakes to repair, correct and/or cure any Deficiency, then in such event the Developer hereby grants to the City and its employees, contractors and representatives, the right to enter upon the Property and the Improvements for the purpose of performing any such repair, correction, and/or cure.

SECTION SEVEN: No Obligation of City to Undertake Repairs or Advance Funds.

Nothing contained herein shall be construed to in any way obligate the City to (i) advance City funds for any purpose on behalf of the Developer, or (ii) to undertake the repair, correction and/or cure of any Deficiency. Further, the City shall have no liability to the Developer or any third parties with respect to any corrective actions undertaken by the City.

SECTION EIGHT: Excess Funds.

In the event that the City draws on the Letter of Credit and establishes the Cash Escrow, then any excess funds shall be returned to the Developer after any and all of the Deficiencies have been repaired, corrected and cured to the satisfaction of the City and after the payment from the Cash Escrow of all obligations of the Developer under this Agreement.

SECTION NINE: Continued Applicability of Subdivision Regulations.

This Agreement shall not be construed to relieve or release Developer from any of its obligations under the City Subdivision Regulations with respect to the Improvements.

SECTION TEN: Construction.

This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

SIGNATURES TO FOLLOW

DEVELOPER:

By: 
Print Name: Adhal Aggarwal
Title: Authorized Signatory

ATTEST:

By: _____
Melanie Sibbitt, City Clerk

(SEAL)

CITY:

CITY OF OCOEE, FLORIDA, a Florida
municipal corporation

By: _____
Rusty Johnson, Mayor

FOR THE USE AND RELIANCE BY THE
CITY OF OCOEE ONLY. APPROVED
AS TO FORM AND LEGALITY
this _____ day of
_____, 20__.

FISHBACK DOMINICK

By: _____
City Attorney

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 20____
UNDER AGENDA ITEM NO. _____.

EXHIBIT "A"

**Reserve at Lake Meadows, per Plat Book 117, Pages 103 through 104, of the Public Records of
Orange County, Florida**

EXHIBIT "B"

FORM OF LETTER OF CREDIT

(See Following Page)



IRREVOCABLE STAND-BY LETTER OF CREDIT
NUMBER 6000653227

SUBDIVISION NAME/PHASE: RESERVE AT LAKE MEADOW

Applicant

Park Square Enterprises, LLC
5200 Vineland Road, Suite 200
Orlando, FL 32811

Beneficiary

City of Ocoee
1 N. Bluford Ave.
Ocoee, FL 34761

Issuing Bank

United Community Bank
450 South Orange Avenue, Ste 1200
Orlando, FL 32801

ATTENTION:

Martrivus Keaton
1 N. Bluford Ave.
Ocoee, FL 34761

AMOUNT - \$166,866.84
ONE HUNDRED SIXTY-SIX THOUSAND,
EIGHT HUNDRED SIXTY-SIX AND
84/100's US DOLLARS

DATE OF ISSUE

July 9, 2025

DATE OF EXPIRY

September 9, 2027

We hereby establish our Irrevocable Standby Letter of Credit # 6000653227, in favor of City of Ocoee, a Florida municipal corporation, and authorize you to draw on United Community Bank (the "Bank"), at 450 South Orange Avenue, Ste 1200, Orlando, FL 32801 by order of Park Square Enterprises, LLC up to but not exceeding the aggregate amount of One Hundred Sixty-Six Thousand, Eight Hundred Sixty-Six and 84/100's Dollars (\$166,866.84), in United States Funds, which is available by your draft at sight, when accompanied by this letter of credit and any one of the following documents:

1. A statement purportedly signed by the Mayor, City Manager or authorized representative to the effect that the City is entitled to draw upon the Letter of Credit pursuant to the terms of that certain Maintenance, Materials and Workmanship Agreement between the City and Applicant with respect to the following Subdivision: RESERVE AT LAKE MEADOW; or
2. A statement purportedly signed by the Mayor, City Manager or authorized representative to the effect that the performance of Applicant's obligation under the Maintenance, Materials and Workmanship Agreement



has not been completed yet and the letter of credit will expire within 30 days from the date of the drawing without being extended or replaced to the City's satisfaction; or

3. A statement purportedly signed by the Mayor, City Manager or authorized representative to the effect that United Community Bank has lost its designation as a "qualified public depository" pursuant to Florida Statutes, Chapter 280, and an acceptable replacement letter of credit has not been received; or

4. A statement purportedly signed by the Mayor, City Manager, or authorized representative, that the drawing is due to Applicant's failure to repair, correct and/or cure a "Deficiency" as that term is defined that certain Maintenance, Materials and Workmanship Agreement between the City and Applicant with respect to the following Subdivision: RESERVE AT LAKE MEADOW.

This letter of credit shall be deemed in force until September 9, 2027, and will automatically be extended for a period not to exceed ninety (90) days without amendment unless we provide the City Manager of the City of Ocoee with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed term.

Drafts must bear the clause: "Drawn under Letter of Credit 6000653227 of United Community Bank dated July 9, 2025."

This letter of credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the letter of credit has expired.

Except as otherwise specifically stated herein, this letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this letter of credit is referred to or this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored upon presentation to the United Community Bank, at 450 South Orange Avenue, Ste 1200, Orlando, FL 32801. This letter of credit will be considered as canceled upon receipt by us of the original credit instrument or upon any present or future expiry date hereunder, whichever shall occur first.

This letter of credit is subject to the "International Standby Practices (ISP98)", International Chamber of Commerce Publication No. 590 and as to matters not governed by ISP98, shall be governed and construed in accordance with the provisions of Florida law. If a conflict between the "International Standby Practices (ISP98)", and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.



Authorized Signature
Steve Rogner, CRM
Title: Senior Vice President



Meeting Date: August 5, 2025
Item #: 7

Contact Name: Mark Johnson
Contact Number: Ext. 5002

Department Director: Mark Johnson
City Manager: Craig Shadrix

**Subject: Approval of Contract for the 2025 Ocoee Centennial Music Festival Entertainment.
(Parks and Leisure Services Director Johnson)**

Background Summary:

The Ocoee Music Festival has consistently showcased national talent over the past two decades, earning a reputation as one of the region's premier music events. Each year, the festival draws acclaimed artists from across the country, offering attendees unforgettable performances spanning various genres. This long-standing tradition of featuring top-tier talent has helped the festival grow in popularity and prestige, making it a highly anticipated event for music lovers both locally and beyond. In addition to its cultural value, the festival has a significant impact on the local economy, bringing in thousands of visitors who support nearby restaurants, hotels, shops, and small businesses, contributing to the community's economic growth and vitality. This year, the festival is part of the already successful series of events specifically planned as part of the City's centennial year.

Despite rising costs in many areas, the festival remains committed to offering cost-friendly entertainment for the community. This year's event is made possible in part by careful budgeting and strategic partnerships, allowing the city to deliver a high-quality experience without placing additional financial strain on the city or attendees, or reliance on sponsorship. One such partnership is with Cox Media Group. Cox Media Group, one of the largest multimedia companies in the world, is able to bring in entertainers at lower pricing than current national published rates, and they also bring enhanced marketing capabilities. This year's Ocoee Music Festival looks to continue the long tradition of showcasing national talent on November 14th and 15th, and in accordance with the City of Ocoee Purchasing Rules and Regulations, the contract for entertainment with Cox Media Group exceeds the City Manager's approval, requiring approval from the City Commission.

Issue:

Should the Honorable Mayor and City Commissioners approve the contract with Cox Media Group for the 2025 Ocoee Music Festival entertainment in the amount of \$280,000?

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commissioners approve the contract with Cox Media Group for the 2025 Ocoee Music Festival entertainment in the amount of \$280,000.

Attachments:

1. Agreement

Financial Impacts:

This contract is adequately funded in the current year's budget.

Type of Item: Consent



This agreement, made and entered into by and between the City of Ocoee, FL and Cox Radio, LLC, for its stations WMMO-FM and WWKA-FM, whose mailing address is 4192 N John Young Parkway, Orlando, FL 32804 agree and understand as follows:

WMMO-FM and WWKA-FM to provide:

- CMG to negotiate all national headline and national support artist performing at the festival
- CMG to be responsible for all artists contracts and payments (not to include local contest winning artists promised by City of Ocoee)
- CMG had the ability to secure event media sponsors with festival approval and such approvals won't be unreasonably withheld
- CMG to work with Ocoee's preferred stage/sound and lighting vendor and will facilitate negotiation of national artist production needs.
- Booking of agreed upon headline bands/artists.
- We will work as the go between the artist/management and the City of Ocoee and its designees.
- CMG to provide the following marketing:
 - **98.9 WMMO**
 - Air a minimum of 140 :30 recorded promos between October 20th – November 14th, 2025.
 - Air a minimum of 60 live liners between October 20th – November 14th, 2025.
 - Conduct an App Keyword Weekend of Winning for a pair tickets in the VIP section.
 - Organic social posts.
 - Inclusion in shared eblast deployed 3+ to 24,000+
 - Event page posting at WMMO.com
 - Two app PUSH notifications.
 - Station activation on-site with 1-2 10x10 station branded tents, signage, station vehicle on Friday, November 14th.
 - Air talent on-stage to intro bands and make announcements.
 - Playlist of station produced music to play between acts.
 - **K92.3**
 - Air a minimum of 140 :30 recorded promos between October 20th – November 14th, 2025.
 - Air a minimum of 60 live liners between October 20th – November 15th, 2025.
 - Conduct an App Keyword Weekend of Winning for a pair tickets in the VIP section.

- Organic social posts.
- Inclusion in shared eblast deployed 3+ to 44,000+
- Event page posting at k923orlando.com .
- Two app PUSH notifications.
- Station activation on-site with 1-2 10x10 station branded tents, signage, station vehicle on Saturday, November 15th.
- Air talent to on-stage to intro bands and make announcements.
- Playlist of station produced music to play between acts.

City of Ocoee to provide:

- Exclusive radio partnership.
- 5 pair of VIP tickets for WMMO and 5 pair of VIP tickets to WWKA
- Prominent location for station activation on-site at event
- Opportunity for stations to display signage throughout the park
- Opportunity for station air talent to intro artists on-stage
- Station logos included on city marketing assets such resident communications, stage banners, posters etc...
- The ability to have WMMO-FM and WWKA-FM on site and on stage to introduce the bands.
- CITY OF OCOEE to provide artist hospitality needs per contract rider. CMG to facilitate and work with Ocoee event committee on fulfillment
- CITY OF OCOEE to provide all artist ground transportation needs. (Let us know if you need help)
- Cox Radio, LLC to have first right of renewal for 2026 event.
- \$280,000 made payable to Cox Radio, LLC for payment and securing of 1 National headline and 1 national support act for 11/14 and 11/15, 2025.
 - We will require \$100,000 within ten (10) business days of agreement execution (To pay for holds)
 - The remaining \$180,000 to be paid on or before November 1, 2025.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND SHALL NOT BE EFFECTIVE UNTIL SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH COX RADIO, LLC AND THE CITY OF OCOEE.

Indemnification:

(a) City's of Ocoee's obligation to indemnify is subject to the limits of Section 768.28, Florida Statutes, and that the City does not waive its rights under the doctrine of sovereign immunity

Governing Law and Jurisdiction. This Agreement is made in the state in which both parties are located and shall be governed exclusively by the substantive laws of such state without giving effect to any conflict-of-laws rules requiring the application of the substantive law of any other jurisdiction. Cox Radio, LLC and the City of Ocoee knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the

federal court for the district in which Cox Radio, LLC is located or, in the alternative, any state court of competent jurisdiction in the county where the parties are located. All Parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing courts and submit themselves to the jurisdiction thereof. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

Insurance. City of Ocoee agrees to secure and maintain (or have the applicable third party secure and maintain) commercial general liability (CGL) (or equivalent insurance) for property loss or damage and personal or bodily injury or death of any person with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Such CGL insurance shall cover claims arising from or related to products and completed operations, broad form property damage liability, provide coverage for contractual liability, and name the following parties as additional insureds: Cox Radio, LLC, its subsidiaries, affiliates and all companies directly or indirectly controlling, controlled by, or under common control and their respective shareholders, officers, directors, members, agents, employees, assigns, trustees, and successors. All insurance provided by City of Ocoee shall be primary, and any insurance maintained by Cox Radio, LLC shall be excess and not contributing with insurance. City of Ocoee shall arrange with its insurance companies to endorse such required insurance policies accordingly. In addition, City of Ocoee shall ensure that Cox Radio, LLC is notified in writing of cancellation or of any restrictive amendment of the policies at least thirty (30) days prior to the effective date of such cancellation or amendment, in accordance with this Agreement.

Amendment and Authorized Signatories. No supplement, modification, or amendment of this Agreement shall be binding unless in a writing specifically referencing this Agreement and executed by authorized representatives of both Parties. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

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, MELANIE SIBBITT, CITY CLERK, AT (407) 905-3105, msibbitt@ocoe.org, City Hall, 1 North Bluford Avenue, Ocoee, Florida 34761.

The contractor must comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. 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.

City of Ocoee

Rusty Johnson, Mayor of Ocoee

Signature:_____

Date: _____

Cox Radio, LLC WMMO-FM & WWKAFM

JC Campese, Vice President/Market Manager

Signature:_____

Date:_____

STAFF REPORT

Meeting Date: August 5, 2025

Item #: 8

Contact Name: Christopher McKinstry
Contact Number: Ext. 3055

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Purchase Two (2) Police Vehicles. (Police Chief Ogburn)

Background Summary:

The Police Department is requesting to use residual, unexpended, capital funds from this fiscal year's budget to purchase two (2) new unmarked vehicles for the Police Department fleet. This purchase will also provide the opportunity to obtain the vehicles at this year's cost before any future price increase, and thereby reducing the number of vehicles requested in next year's proposed budget. Existing contracts are indicated on each estimate. The vehicles are available for immediate delivery. All upfitting costs are included. The cost of the vehicles, including the upfitting, is \$91,791.

Issue:

Should the Honorable Mayor and City Commissioners approve the use of residual, unexpended capital funds from this fiscal year's Police Department budget to purchase two (2) new unmarked vehicles for the Police Department fleet?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the use of residual, unexpended capital funds from this fiscal year's Police Department budget to purchase two (2) new vehicles for the Police Department fleet.

Attachments:

1. Finance Email Confirmation
2. City of Tallahassee Quote
3. Sourcewell Quote
4. JCO Corporation Quote 1
5. JCO Corporation Quote 2

Financial Impacts:

\$96,737 residual funding remains in this year's general fund capital projects fund. The residual funding is sufficient to obtain the requested vehicles.

Vehicle Cost: \$ 81,937

Upfit Cost: \$ 9,854

Total Cost: \$ 91,791

Type of Item: Consent

From: [Meruena, Eileen](#)
To: [McKinstry, Chris](#)
Subject: RE: Email Confirmation
Date: Tuesday, July 29, 2025 9:06:36 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good morning,

After all the jobs have been completed for FY25, PD has a residual balance of \$96,737.30.

Regards,

Eileen Meruena, MBA

CHIEF ACCOUNTANT

City of Ocoee – Florida
Finance Department
PH: 407-905-3100 Ext. 1517
www.ocoe.org



From: McKinstry, Chris <CMckinstry@ocoe.org>
Sent: Tuesday, July 29, 2025 8:53 AM
To: Meruena, Eileen <EMeruena@ocoe.org>
Subject: Email Confirmation

Good morning,

I am finalizing the Staff Report this morning. Please provide the capital residual email as soon as you can so I can work the estimates.

Thank you,

Chris McKinstry

Assistant Chief of Police

City of Ocoee Police Department
646 Ocoee Commerce Parkway
Ocoee, FL, 34761

Main: (407) 905-3160

Desk: (407) 554-7192

Cell: (407) 276-0943

Fax: (407) 905-3164



Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ALAN JAY FLEET SALES

Contract Number: 5179 - 2025 CITY OF TALLAHASSEE

Quote ID: 64605

Agency: OCOEE POLICE DEPARTMENT

Date: 7/16/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2025 TOYOTA HIGHLANDER HYBRID AWD XLE, please review carefully and contact us with any errors or changes.

MSRP: \$47,470.00

Base Price: \$44,023.00

Factory Options: \$0.00

Aftermarket Options: \$870.00

Purchase Total: \$44,893.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 64605-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/15/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/16/2025

REQUESTING AGENCY	OCOOE POLICE DEPARTMENT			
CONTACT PERSON	CHIEF CHRIS MCKINSTRY	EMAIL	Cmckinstry@ci.ocooe.fl.us	
PHONE	407-554-7192	MOBILE	407-276-0943	FAX 407-905-3164

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	6965	MSRP	\$47,470.00
2025 TOYOTA HIGHLANDER HYBRID AWD XLE			
CUSTOMER ID		GOVERNMENT PRICE	\$44,023.00

BED LENGTH

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
218	Midnight Black Metallic - QTY 2	\$0.00
2.5 L	**Hybrid Electric Motor** Engine: 2.5L L4HV DOHC Dual VVT-iE -inc: 16-valve D-4S injection engine w/2 front and 1 rear permanent magnet synchronous electric motors	\$0.00
EB20	Black, SofTex Seat Trim	\$0.00
FE	50 State Emissions	\$0.00
PW PL RKE BT	Power Windows, Power Door Locks, Remote Keyless Entry, & Bluetooth features are standard equipment for this vehicle. (See Attached Vehicle Build sheet for complete details)	\$0.00
BUC	Back Up Camera	\$0.00
0089	Exterior color Wind Chill Pearl (Req's PCAT)	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$0.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.		\$625.00
AFTERMARKET OPTIONS			\$870.00

TRADE IN	TOTAL COST	\$44,893.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~		
	TOTAL COST LESS TRADE IN(S) QTY 1	\$44,893.00

Estimated Annual payments for 60 months paid in advance: \$10,321.83
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER Christy.Self@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

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE)MSRP:\$46,320.00

Interior:Black, SofTex Seat Trim

Exterior 1:Celestial Silver Metallic

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
6965	[Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE)	\$46,320.00
OPTIONS		
1J9	Celestial Silver Metallic	\$0.00
EB20	Black, SofTex Seat Trim	\$0.00
FE	50 State Emissions	\$0.00
SUBTOTAL		\$46,320.00
Adjustments Total		\$0.00
Destination Charge		\$1,500.00
TOTAL PRICE		\$47,820.00

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Data Version: 24965. Data Updated: Mar 15, 2025 6:44:00 PM PDT.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) ( Complete)

FUEL ECONOMY

Est City:35 (Est) MPG
Est Highway:35 (Est) MPG
Est Highway Cruising Range:598.50 mi

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (✔ Complete)

Standard Equipment

Mechanical

Engine: 2.5L L4HV DOHC Dual VVT-iE -inc: 16-valve D-4S injection engine w/2 front and 1 rear permanent magnet synchronous electric motors
Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode and Oil Cooler
Transmission: Electronically Controlled (eCVT) -inc: sequential shift mode
Automatic Full-Time All-Wheel
3.64 Axle Ratio
Engine Oil Cooler
Battery w/Run Down Protection
Hybrid Electric Motor
Towing Equipment -inc: Trailer Sway Control
6000# Gvwr 1485# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Single Stainless Steel Exhaust
17.1 Gal. Fuel Tank
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Tv Tuner Pre-Wiring
Nickel Metal Hydride (nimh) Traction Battery

Exterior

Wheels: 18" Machined-Finish Alloy
Tires: P235/65R18
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (✔ Complete)

Exterior

- Express Open/Close Sliding And Tilting Glass 1st Row Sunroof w/Sunshade
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Black Wheel Well Trim
- Chrome Side Windows Trim
- Body-Colored Door Handles
- Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator
- Fixed Rear Window w/Fixed Interval Wiper and Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers w/Heated Wiper Park
- Fully Galvanized Steel Panels
- Lip Spoiler
- Black Grille w/Metal-Look Surround
- Front License Plate Bracket
- Splash Guards
- Power Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Front Fog Lamps
- Perimeter/Approach Lights
- LED Brakelights
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and External Memory Control
- Radio: 8" Toyota Audio Multimedia -inc: 6-speaker audio system, wireless Apple CarPlay and Android Auto compatibility, SiriusXM w/3-month trial subscription and Wi-Fi Connect including AT&T Wi-Fi hotspot w/up to 30-day or 3 GB trial subscription (whichever comes first) and integrated streaming (Apple Music and Amazon Music) compatibility, Subscription required after trial, 4G network dependent, See toyota.com/connected-services for details
- Window Grid Diversity Antenna

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (✔ Complete)

Entertainment

- Streaming Audio
- 2 LCD Monitors In The Front
- Bluetooth Wireless Phone Connectivity

Interior

- 8-Way Driver Seat
- Passenger Seat
- Bucket Folding Captain Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft
- Front Center Armrest and Rear Seat Mounted Armrest
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
- Power Rear Windows, Fixed 3rd Row Windows and w/Manual 2nd Row Sun Blinds
- Wi-Fi Connect with up to 2GB within 3-month trial Mobile Hotspot Internet Access
- Heated Front Bucket Seats -inc: 10-way power-adjustable driver's seat including power lumbar support and 8-way power-adjustable front passenger seat
- Fixed 60-40 Split-Bench 3rd Row Seat Front, Manual Recline, Manual Fold Into Floor, 3 Manual and Adjustable Head Restraints
- Leather Steering Wheel
- Front Cupholder
- Rear Cupholder
- Proximity Key For Doors And Push Button Start
- Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry, Illuminated Ignition Switch and Panic Button
- Remote Releases -Inc: Proximity Cargo Access and Power Fuel
- HomeLink Garage Door Transmitter
- Cruise Control w/Steering Wheel Controls
- Adaptive
- Dual Zone Front Automatic Air Conditioning
- Rear HVAC w/Separate Controls
- HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
- Locking Glove Box
- Driver Foot Rest

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (Complete)

Interior

Full Cloth Headliner
Leatherette Door Trim Insert
Leather/Metal-Look Gear Shifter Material
Interior Trim -inc: Leatherette/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Metal-Look Console Insert and Chrome/Metal-Look Interior Accents
SofTex Seat Trim
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Day-Night Auto-Dimming Rearview Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Conversation Mirror and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim
Trunk/Hatch Auto-Latch
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access
Smart Device Remote Engine Start
Safety Connect (up to 10-year trial subscription) Tracker System
Instrument Panel Bin, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Analog Appearance
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 Seatback Storage Pockets

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) ( Complete)

Interior

- Seats w/Leatherette Back Material
- Perimeter Alarm
- Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- Lane Tracing Assist (LTA)/Traffic Jam Assist
- Electronic Stability Control (ESC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Safety Connect (up to 10-year trial subscription) Emergency Sos
- Blind Spot Monitor (BSM) Blind Spot
- Pre-Collision System (PCS)
- Rear Cross-Traffic Alert (RCTA)
- Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist
- Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Evasion Assist
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver Knee Airbag and Passenger Cushion Front Airbag
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) ( Complete)

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Hybrid/Electric Components Years: 8
- Hybrid/Electric Components Miles/km: 100,000
- Roadside Assistance Years: 2
- Roadside Assistance Miles/km: Unlimited
- Maintenance Years: 2
- Maintenance Miles/km: 25,000
- Traction Battery Years: 10
- Traction Battery Miles/km: 150,000

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	N/A
Trans Type	1	Trans Description Cont.	CVT w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Reverse Ratio (:1)	N/A	Clutch Size	N/A
Final Drive Axle Ratio (:1)	3.64	Transfer Case Gear Ratio (:1), High	N/A
Transfer Case Gear Ratio (:1), Low	N/A		

Mileage

EPA Fuel Economy Est - Hwy	35 (Est) MPG	Cruising Range - City	598.50 mi
EPA Fuel Economy Est - City	35 (Est) MPG	Fuel Economy Est-Combined	35 (Est) MPG
Cruising Range - Hwy	598.50 mi	EPA MPG Equivalent - City	N/A
EPA MPG Equivalent - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	N/A	Engine Type	Gas/Electric I-4
Displacement	2.5 L/152	Fuel System	Port/Direct Injection
SAE Net Horsepower @ RPM	243 @ 6000	SAE Net Torque @ RPM	175 @ 4300

Electrical

Cold Cranking Amps @ 0° F (Primary)	N/A	Maximum Alternator Capacity (amps)	N/A
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Cooling System

Total Cooling System Capacity	N/A
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Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	5.0 (Est)	EPA Greenhouse Gas Score	7.0 (Est)
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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (Complete)

Vehicle

Vehicle	
EPA Classification	Standard SUV 4WD

Chassis

Weight Information			
Base Curb Weight	4515 lbs	Curb Weight - Front	N/A
Curb Weight - Rear	N/A	Maximum Payload Capacity	N/A
Curb Weight	N/A	Total Option Weight	0.00 lbs
Trailer			
Dead Weight Hitch - Max Trailer Wt.	3500 lbs	Dead Weight Hitch - Max Tongue Wt.	350 lbs
Wt Distributing Hitch - Max Trailer Wt.	3500 lbs	Wt Distributing Hitch - Max Tongue Wt.	350 lbs
Maximum Trailering Capacity	3500 lbs		
Suspension			
Suspension Type - Front	Strut	Suspension Type - Rear	Multi-Link
Suspension Type - Front (Cont.)	Strut	Suspension Type - Rear (Cont.)	Multi-Link
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A
Tires			
Front Tire Order Code	N/A	Rear Tire Order Code	N/A
Spare Tire Order Code	N/A	Front Tire Size	P235/65VR18
Rear Tire Size	P235/65VR18	Spare Tire Size	Compact
Wheels			
Front Wheel Size	18 X 8 in	Rear Wheel Size	18 X 8 in
Spare Wheel Size	Compact in	Front Wheel Material	Aluminum
Rear Wheel Material	Aluminum	Spare Wheel Material	Steel
Steering			
Steering Type	Rack-Pinion	Steering Ratio (:1), Overall	N/A

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) (✔ Complete)

Chassis

Steering

Lock to Lock Turns (Steering)	N/A	Turning Diameter - Curb to Curb	37.4 ft
Turning Diameter - Wall to Wall	N/A		

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.3 in
Rear Brake Rotor Diam x Thickness	13.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	17.1 gal	Aux Fuel Tank Capacity, Approx	N/A
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Dimensions

Interior Dimensions

Passenger Capacity	7	Passenger Volume	139.5 ft³
Front Head Room	39.6 in	Front Leg Room	42 in
Front Shoulder Room	59 in	Front Hip Room	57.2 in
Second Head Room	39.4 in	Second Leg Room	38.7 in
Second Shoulder Room	58.4 in	Second Hip Room	57 in
Third Head Room	36.1 in	Third Leg Room	28 in
Third Shoulder Room	55 in	Third Hip Room	45.6 in

Exterior Dimensions

Wheelbase	112.2 in	Length, Overall	194.9 in
Width, Max w/o mirrors	76 in	Height, Overall	68.1 in
Track Width, Front	65.3 in	Track Width, Rear	65.4 in
Min Ground Clearance	8 in	Rear Door Opening Height	N/A
Rear Door Opening Width	N/A	Liftover Height	N/A

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Toyota Highlander (6965) Hybrid XLE AWD (SE) ( Complete)

Dimensions

Cargo Area Dimensions

Cargo Area Length @ Floor to Seat 1	N/A	Cargo Area Length @ Floor to Seat 2	N/A
Cargo Area Length @ Floor to Seat 3	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Cargo Volume to Seat 1	84.3 ft³	Cargo Volume to Seat 2	48.4 ft³
Cargo Volume to Seat 3	16 ft³		

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Contract Number: 2024 091521-NAF & 060920-NAF
Quote ID: 65055
Agency: OCOEE POLICE DEPARTMENT
Date: 7/28/2025

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2024 TOYOTA TACOMA XTRA CAB PICKUP 4WD SR 6' BED, please review carefully and contact us with any errors or changes.

MSRP:	\$36,855.00
Base Price:	\$34,630.00
Factory Options:	\$1,614.00
Aftermarket Options:	\$800.00
Purchase Total:	\$37,044.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: CHRISTY SELF / 904-838-4999 / Christy.Self@AlanJay.com



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	65055-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
7/28/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
7/28/2025

REQUESTING AGENCY	OCOOE POLICE DEPARTMENT			
CONTACT PERSON	CHIEF CHRIS MCKINSTRY	EMAIL	Cmckinstry@ci.ocooo.fl.us	
PHONE	407-554-7192	MOBILE	407-276-0943	FAX 407-905-3164

SOURCEWELL CONTRACT # 2024 091521-NAF & 060920-NAF

www.NationalAutoFleetGroup.com

MODEL	7514	MSRP	\$36,855.00
2024 TOYOTA TACOMA XTRA CAB PICKUP 4WD SR 6' BED			

CUSTOMER ID Retail Stock Truck - Subject to Availability

CONTRACT PRICE \$34,630.00

BED LENGTH	6' Bed
------------	--------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
040	OPTIONS Ice Cap	\$0.00
DS	Deck Rail System (DS)	\$65.00
FA20	Black, Fabric Seat Trim	\$0.00
FE	50 State Emissions	\$0.00
TO	Towing Package	\$535.00
CY2000	PHONE CABLE CHARGE PACKAGE	\$74.00
PF1000	Clear-Paint Protection - Door Package Includes - coverage on: Door Cups, Door Edge Guards, Rear Bumper	\$245.00
TOYOGUARD	TOYOGUARD	\$695.00

FACTORY OPTIONS \$1,614.00

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00
4K SMART	3rd & 4th keys and remotes for vehicles with proximity access.	\$555.00

CONTRACT OPTIONS \$800.00

TRADE IN TOTAL COST \$37,044.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) QTY 1 \$37,044.00

Estimated Annual payments for 60 months paid in advance: \$8,517.18
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER Christy.Self@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

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) ( Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE)MSRP:\$34,700.00

Interior:Black, Fabric Seat Trim

Exterior 1:Ice Cap

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
7514	[Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE)	\$34,700.00
OPTIONS		
040	Ice Cap	\$0.00
DS	Deck Rail System (DS)	\$70.00
FA20	Black, Fabric Seat Trim	\$0.00
FE	50 State Emissions	\$0.00
TO	Towing Package	\$540.00
SUBTOTAL		\$35,310.00
Adjustments Total		\$0.00
Destination Charge		\$1,545.00

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Data Version: 26075. Data Updated: Jul 27, 2025 6:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) ( Complete)

TOTAL PRICE \$36,855.00

FUEL ECONOMY

Est City:19 (Est) MPG
Est Highway:24 (Est) MPG
Est Highway Cruising Range:436.80 mi

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 2.4L 4-Cylinder Turbocharged i-FORCE
	Transmission w/Sequential Shift Control
	Transmission: 8-Speed Automatic -inc: Electronically controlled w/intelligence (ECT-i)
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	3.583 Axle Ratio
	Battery w/Run Down Protection
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	1230# Maximum Payload
	GVWR: 5,605 lbs
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Electric Power-Assist Speed-Sensing Steering
	18.2 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Double Wishbone Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Exterior	
	Regular Composite Box Style
	7" Wheels w/Silver Accents w/Hub Covers
	Wheels: 17" Steel
	Tires: 245/70R17
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Black Rear Step Bumper w/Black Rub Strip/Fascia Accent

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Data Version: 26075. Data Updated: Jul 27, 2025 6:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) (✔ Complete)

Exterior

Body-Colored Fender Flares
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Black Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Defroster
Deep Tinted Glass
Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Manual-Leveling Auto On/Off Projector Beam Led Low/High Beam Daytime Running Auto High-Beam Headlamps
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and External Memory Control
Radio: 8" Toyota Audio Multimedia -inc: touchscreen, 4 speakers, wireless Apple CarPlay and Android Auto compatibility and SiriusXM w/3-month Platinum Plan trial subscription, See toyota.com/audio-multimedia for details
Streaming Audio
Integrated Roof Antenna
Bluetooth Wireless Phone Connectivity
2 LCD Monitors In The Front

Interior

Front Seats w/Manual Driver Lumbar
2-Way Driver Seat -inc: Manual Lumbar Support
Passenger Seat -inc: Fold Flat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) (✔ Complete)

Interior	
	Fixed Rear Windows
	Wi-Fi Connect with 30-day or up to 3GB trial subscription Mobile Hotspot Internet Access
	Front Bucket Seats -inc: 6-way manual driver and front passenger seats and 2-way manually adjustable lumbar support on driver's seat only
	Front Cupholder
	Proximity Key For Doors And Push Button Start
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Illuminated Ignition Switch
	Remote Releases -Inc: Mechanical Fuel
	Cruise Control w/Steering Wheel Controls
	Full-Speed Range Dynamic Radar Cruise Control (DRCC)
	Manual Air Conditioning
	Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Interior Accents
	Full Cloth Headliner
	Cloth Door Trim Insert
	Urethane Gear Shifter Material
	Fabric Seat Trim
	Day-Night Rearview Mirror
	Vanity w/Driver And Passenger Auxiliary Mirror
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Cab Mounted Cargo Lights
	Smart Device Remote Engine Start
	Safety Connect (up to 10-year trial subscription) Tracker System
	Instrument Panel Bin, Interior Concealed Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) (Complete)

Interior

Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual Anti-Whiplash Adjustable Front Head Restraints
Front Center Armrest
Immobilizer
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Lane Change Assist (LCA)/Lane Tracing Assist (LTA)
Electronic Stability Control (ESC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Safety Connect (1-year trial) Emergency Sos Capability
Toyota Safety Sense P (TSS-P)
Lane Departure Alert (LDA) w/Steering Assist Lane Keeping Assist
Lane Departure Alert (LDA) w/Steering Assist Lane Departure Warning
Collision Mitigation-Front
Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st Row Airbags
Airbag Occupancy Sensor
Driver And Passenger Knee Airbag
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
Back-Up Camera

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Data Version: 26075. Data Updated: Jul 27, 2025 6:45:00 PM PDT.



ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2024 Toyota Tacoma 4WD (7514) SR XtraCab 6' Bed AT (SE) ( Complete)

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: 2
- Roadside Assistance Miles/km: Unlimited
- Maintenance Years: 2
- Maintenance Miles/km: 25,000

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Data Version: 26075. Data Updated: Jul 27, 2025 6:45:00 PM PDT.

JCO Corporation
 851 Maguire Rd
 Ocoee, FL 347612915
 4073959066
 sales@jcocorp.com
 www.jcocorp.com



Quotation

ADDRESS

City of Ocoee
 Chris Mckinstry
 1 North Bluford Ave
 Ocoee, FL 34761

SHIP TO

City of Ocoee
 646 Ocoee Commerce Pky
 Ocoee, FL 34761

QUOTATION

5453

DATE

07/23/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
HHS3200	Siren Amp W/ Hand-Held Control	1	396.60	396.60T
SA315P	100 WATT Siren Speaker (Requires Bracket)	1	172.80	172.80T
SAK1	Heavy-Duty Universal "L" Mounting Bracket	1	0.00	0.00T
AVC22JJ	Dual, Each Lighthouse Red/Blue winshield	2	293.00	586.00T
AVBKT5D	Dual Avenger Headliner Mount Kit	2	20.56	41.12T
AVC12#	Single Avenger II Duo, Red/Blue rear hatch	2	173.57	347.14T
TLI2JX	T Ion Duo™ Color, Red/Blue with Smoked Lens 2 grill 1 each qtr window , 2 rear tag area	6	120.00	720.00T
TCRWX5*DUO	WeCanX Tracer 5-Lamp Housing Duo	2	667.20	1,334.40T
WINDOW TINT	TINTING OF WINDOWS TO REQUEST	1	129.00	129.00T
LABOR-ORL-LIGHT	LABOR PER HOUR, LIGHT DUTY EMERGENCY VEHICLES, PER ORLANDO IFB25-0009	10	120.00	1,200.00T

Florida MV105333

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW,
 AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A
 WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$150.

SUBTOTAL

4,927.06

TAX

0.00

TOTAL

\$4,927.06

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR
 COSTS DO NOT EXCEED \$____. THE SHOP MAY NOT EXCEED THIS
 AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED DATE

Please remit payment to our business office

JCO Corporation
 851 Maguire Rd
 Ocoee, FL 34761

Accepted By

Accepted Date

Please remit payment to our business office
JCO Corporation
851 Maguire Rd
Ocoee, FL 34761

JCO Corporation
 851 Maguire Rd
 Ocoee, FL 347612915
 4073959066
 sales@jcocorp.com
 www.jcocorp.com



JCO CORPORATION
 SPECIALTY VEHICLE UPFITTERS & SUPPLY

Quotation

ADDRESS
City of Ocoee Chris Mckinstry 1 North Bluford Ave Ocoee, FL 34761

SHIP TO
City of Ocoee 646 Ocoee Commerce Pky Ocoee, FL 34761

QUOTATION #	DATE
5467	07/29/2025

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
HHS3200	Siren Amp W/ Hand-Held Control	1	396.60	396.60T
SA315P	100 WATT Siren Speaker (Requires Bracket)	1	172.80	172.80T
SAK1	Heavy-Duty Universal "L" Mounting Bracket	1	0.00	0.00T
AVC22JJ	Dual, Each Lighthouse Red/Blue winshield	2	293.00	586.00T
AVBKT5D	Dual Avenger Headliner Mount Kit	2	20.56	41.12T
AVC12#	Single Avenger II Duo, Red/Blue rear hatch	2	173.57	347.14T
TLI2JX	T Ion Duo™ Color, Red/Blue with Smoked Lens 2 grill 1 each qtr window , 2 rear tag area	6	120.00	720.00T
TCRWX5*DUO	WeCanX Tracer 5-Lamp Housing Duo	2	667.20	1,334.40T
WINDOW TINT	TINTING OF WINDOWS TO REQUEST	1	129.00	129.00T
LABOR-ORL-LIGHT	LABOR PER HOUR, LIGHT DUTY EMERGENCY VEHICLES, PER ORLANDO IFB25-0009	10	120.00	1,200.00T

Florida MV105333

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW,
 AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A
 WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$150.

SUBTOTAL

4,927.06

TAX

0.00

TOTAL

\$4,927.06

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR
 COSTS DO NOT EXCEED \$____. THE SHOP MAY NOT EXCEED THIS
 AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED DATE

Please remit payment to our business office

JCO Corporation
 851 Maguire Rd
 Ocoee, FL 34761

Accepted By

Accepted Date

Please remit payment to our business office
JCO Corporation
851 Maguire Rd
Ocoee, FL 34761



Meeting Date: August 5, 2025
Item #: 9

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Transfer Funds for Installation of a Screened Enclosure at the Ocoee Police Department. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department is requesting the installation of a screened-in patio at the station to address ongoing concerns related to insects and small animals entering the building. Staff have reported frequent issues with frogs, mosquitoes, and other pests entering the building when exterior doors are opened, creating an uncomfortable and unsanitary work environment. A screened-in enclosure would serve as a barrier to mitigate this problem while also providing a secure, shaded space for officers and staff to hold informal meetings. To support this initiative, the department is requesting a transfer of funds from GL# 317-521-00-6400 (Capital Equipment) in the amount of \$6,000.00 to GL #317-521-00-6302 (Capital Improvement) to cover the cost of materials and installation. This improvement is a practical and proactive step toward enhancing workplace conditions and supporting staff wellness.

Issue:

Should the Honorable Mayor and City Commissioners approve the transfer of funds to cover the cost of materials and installation of a screened-in patio?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the transfer of funds to cover the cost of materials and installation of a screened-in patio.

Attachments:

1. Action Aluminum Products Quote

Financial Impacts:

Adequate funding exists in this year's current budget for the materials and installation.

Type of Item: Consent

Action Aluminum Products, Inc.
P. O. Box 560724
Orlando, FL 32856-0724

License Number CGC053605



Metro Orlando
(407) 812-7617
actionaluminum@yahoo.com
www.screenenclosures.us

DATE: 7-1-25

SOLD TO: LARRY MOORE PHONE: 407, 509-2602 EMAIL: lmoore@ocee.org

ADDRESS: CITY: ZIP:

INSTALLATION ADDRESS: 644 Ocee Commerce Pkwy CITY: OCEE ZIP:

PROPERTY OWNER: PHONE: TERMS & FINANCE:

PROPERTY OWNER'S ADDRESS: CITY: ZIP: APPROX DELIVERY DATE:

ROOF:	COLOR: CH		
WALL: 18x14	COLOR: CHAR.		
FLAT	GABLE	DOVE	
MANSARD	OTHER:		
ALUMINUM ROOF:			
DOORS: LH	RH INSWING		
CHAIR RAIL: 18"	20"	24"	36"
FLORIDA GLASS:			
KICKPLATE: 18"	20"	24"	36"
GUTTERS:			
FRAME COLOR: BRONZE			
PERMITTING AUTHORITY:			
LOT BLOCK			
SUBDIVISION			
R.T.M			
COMMENTS			

SKETCH



15' x 11' CONCRETE PADS
W/ DOWELS. \$3,200.00

ADD SCREEN PANELS UNDER
EXISTING ALUMINUM ROOF W/ 1
INSWING DOOR.

+ permit/eng. TBD \$2420.00
\$5620.00

FOR OFFICE USE ONLY

Received

Credit

Permit Application ☐

N.O.C. ☐

Survey ☐

Photo ☐

Lien Law ☐

N.T.O. ☐

Accepted By

PRICES BASED ON 8' HEIGHT UNLESS OTHERWISE NOTED.
ANY CHANGES AFTER FINAL MEASUREMENTS WILL BE CHARGED ACCORDINGLY
MATERIAL AND WORKMANSHIP GUARANTEED FOR 1 YEAR

PERMIT MUST REMAIN POSTED UNTIL FINAL INSPECTION

ALL JOBS C.O.D. UNLESS OTHERWISE SPECIFIED

This proposal does not become a contract until accepted and signed by an officer of the Contractor and if not accepted, any cash payment will be returned. Contractor expressly reserves all contractors, mechanics and material man's lien which may be asserted under any provisions of law to secure payment of the contract price and may assert and fix the same as a lien upon the real property on which installation is made. PURCHASER AGREES TO SUPPLY ELECTRICAL POWER AT THE JOB SITE.

CONSTRUCTION INDUSTRIES RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE CONSTRUCTION INDUSTRIES RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A STATE-LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Construction Industries Recovery Fund, 1940 North Monroe Street, Tallahassee, Florida 32399-2202, Telephone: (850) 487-1395

"Section 301.025, Florida Statutes, (Consumer Protection) provides that "...the buyer has the right to cancel a home solicitation sale until midnight of the third business day after the day on which the buyer signs an agreement..."

I/We have read the foregoing proposed contract and accept the same on the terms and conditions printed on the reverse side and as stated above.

Purchaser

Date

Action Aluminum Products, Inc., By:

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

White - Original • Canary - Customer • Pink - Office

PLEASE SIGN WHITE COPY & RETURN WITH DEPOSIT

THIS PRICE IS BASED ON
DIMENSIONS SHOWN IN THE
ABOVE SKETCH

CONTRACT PRICE
\$5620.00

50% DEPOSIT

BALANCE DUE



U.S. Aluminum Services Corp.

2211 West Washington St, Orlando, FL 32805 - 407.237.3128 Fax: 407.237.3129

Boca Raton, FL 33490 Palm Coast, FL 32137 Clermont, FL 34711 Tampa, FL 33605
Phone: 561.892.1644 Phone: 386.860.4107 Phone: 352.366.4699 Phone: 813.600.5327

SALES CONTRACT

State Certified Contractor CRC1328177
WWW.US-ALUMINUM.COM

20241265

Customer: Larry Moore 11111 1st Ave. RD
Address: 4400 1st Ave. 11111 1st Ave. RD
Subdivision: _____ Gate Code: _____

E-mail: _____
Home #: _____
Work #: _____
Mobile #: 407-549-7600
Fax #: _____

Details	Roof	Kick Plate	Windows	Concrete	Pavers
☐ Screen Enclosure	☐ Insulated - 3" 4" 6"	☒ 8" 16" 24" 36"	☐ Vinyl	☐ 4" Concrete Slab Sqft <u>150</u>	☐ Thick Pavers Sqft _____
☐ Pool Enclosure	☐ Fan Beam QTY _____	☐ Concrete Board	☐ Acrylic	☐ Concrete Overlay Slab Sqft _____	☐ Thin Pavers Sqft _____
☒ Screen Room	☐ Pan Roof	☐ Insulated KP - 2" 3"	☐ Glass	☐ Footer 8"x8" 8"x12" Lxft _____	☐ Travertine Sqft _____
☐ Sun Room	☐ Skylights QTY _____	☐ Patio Scraper QTY _____	☐ Clear Grey Bronze	☐ Acrylic Finish Color _____	☐ Color _____
☐ Carport/Patio Cover	☐ Shingles Color _____	☐ Pet Door QTY _____	☐ Horizontal Sliders	☐ 2" Deco Drain Lxft _____	☐ Size _____
☒ Porch/Lanai	☐ 3 tab Architectural	☐ SM MD LG XL	☐ SP LOW E INS	☐ 3"x4" Door Pad QTY _____	☐ Pattern _____
☐ Rescreen/Repair	☐ Pergola/Lattice Shade	☐ Stucco Knee wall		☐ Other _____	☐ Coping Lxft _____
☐ Fence					☐ Color _____

Style

☐ Dome Style ☐ Mansard Style

☐ Gable Style ☐ Shed Style

☐ A-Frame ☐ Studio

Frame	Screen	Doors	Gutter
☒ Bronze	☒ 18 x 14	☒ Single Door QTY <u>1</u>	☐ E Gutter Lxft _____
☐ White	☐ 20 x 20	☐ Double Door QTY _____	☐ Super Gutter 5" or 7" Lxft _____
	☐ Sun Screen	☐ PCA Door QTY _____	☐ Seamless Gutter 6" or 7" Lxft _____
	☐ Pet Screen	☐ Custom Door QTY _____	Please check one:
	☐ FL Glass	☐ Key Lock ☐ Tasmán	☐ To Wall Attachment
	☐ Super Screen	☐ Full View	☐ To Soffit Attachment
☐ Other _____	☐ Sliding Glass _____	☐ Garage Door 4-track Sxft _____	☐ O.H. Size _____
	Height - from bottom of door	☐ Std. 39-3/4" ☐ Pool 55"	☐ Angle Fascia ☐

Existing Deck: ☐ Concrete ☐ Pavers

Tear Down _____ Sqft Type: _____

Grass Removal _____ Sqft

Concrete Removal _____ Sqft

Special Instructions

1. 11111 1st Ave. RD

HOA Exists- ☐ YES ☒ NO

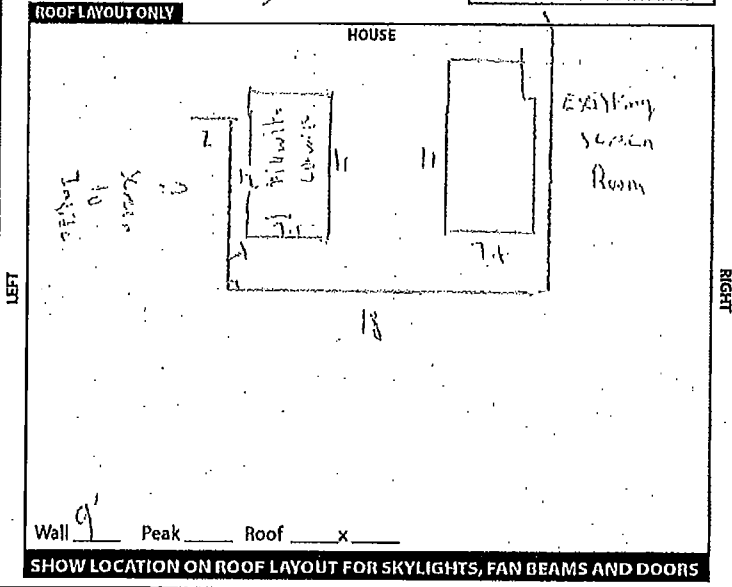
Responsible for App - ☐ HO ☐ US Alum

Homeowner is required to submit HOA approval/denial letters to US Aluminum prior to start of work.

HO Initial _____

Estimated Completion Date: _____

*Customer: Date may vary due to weather, manufacturer back orders or custom details.



Payment is due in full at the time of completion of work or upon passing the building department's final inspection. A finance charge of 1 1/2% per month shall be applied to all accounts not paid in full within 10 days of due date. All material will remain the property of US Aluminum Services until payment is received in full. Right of Access and Removal is granted to US Aluminum Services in the event of nonpayment per the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt including reasonable attorney fees. If the customer refuses to allow US Aluminum Services to begin work or complete work already begun, or to accept materials contracted for, customer agrees to pay liquidated damages of a sum equal to 33 1/3% of entire contract price plus cost of materials and labor already furnished or in progress.

I acknowledge that I have read and understand this contract to include items listed on the back of this contract and agree to its terms.

Buyer _____
(Print Name)

Date _____

Owner/Buyer _____

Owner/Buyer _____

Seller - US Aluminum Services, Corp.
(Subject to approval by Seller)

Date _____

Representative _____

Approved By: _____

Total Investment	7,500.00
Deposit	2,250.00
Concrete/Pavers	2,250.00
C.O.D (Before Install)	2,250.00
*Upon Completion of Installation	750.00
Permit Fee	200.00

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUBSUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 10

Contact Name: Bryan Pace
Contact Number: Ext. 3356

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program. (Police Chief Ogburn)

Background Summary:

The Institute of Police Technology is awarding the City of Ocoee Police Department \$7,014.71 in grant funding to support Florida's Bicycle and Pedestrian Focused Initiative on Communication and High Visibility Enforcement. These funds aim to use law enforcement to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in severe and fatal injuries to pedestrians and bicyclists through high-visibility education and enforcement detail. The grant will fund overtime high-visibility education and enforcement operations through May 08, 2026.

Issue:

Should the Honorable Mayor and City Commissioners approve the Letter of Agreement and Contract to accept the additional \$7,014.71 made available to the Ocoee Police Department through Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement Grant?

Recommendations:

It is recommended that the Honorable Mayor and City Commissioners approve the Letter of Agreement and Contract to accept the additional \$7,014.71 made available for the Ocoee Police Department through Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement Grant.

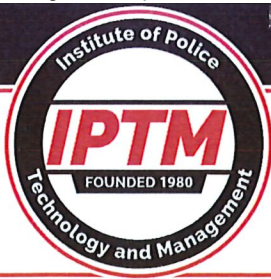
Attachments:

1. Letter of Agreement and Contract

Financial Impacts:

An additional \$7,014.71 in grant funding has been made available to the Ocoee Police Department through Florida's Bicycle Pedestrian Focused Initiative of Communication and High Visibility Enforcement Grant. There is no financial impact on the city.

Type of Item: Consent



Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Ocoee in the amount of \$7,014.71. Under the contract, Ocoee Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Ocoee ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed \$7,014.71

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"
SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☐ Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.
- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled *"Pedestrian & Bicycle Safety: A Law Enforcement Review"*. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

- Intense:** Enforcement activities are over and above what normally takes place.
- Frequent:** Enforcement occurs often enough to create general deterrence.
- Visible:** A majority of the public sees or hears about the enforcement.
- Strategic:** Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒ Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
- ☐ Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

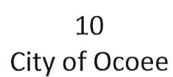
Total contract amount not to exceed: \$7,014.71

EXHIBIT "C"

Locations for Ocoee Police Department
Florida’s Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
27	W COLONIAL DRIVE	MAGUIRE ROAD	CITRUS OAKS AVENUE	1.45	1	600	200	MONDAY, WEDNESDAY, THURSDAY, FRIDAY, SATURDAY, SUNDAY
55	E SILVER STAR ROAD	1ST STREET	LAKE JOHIO ROAD	0.91	2	1700	500	TUESDAY, FRIDAY, SATURDAY, SUNDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management**

George Androuin, Assistant Vice President

Date _____

Cameron Pucci, Director

Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Ocoee

Address: 150 N Lakeshore Dr, Ocoee, FL 34761

Vendor's Authorized Agent Signature

Date _____

Printed Name

Title

- DocuSigned by:

Chris Craig

07/09/2025 | 12:27 PM EDT

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Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

- i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.
- ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.
- iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. 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 31 U.S.C 1352. 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.
- iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.
- v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

- vi. **E-Verify.** Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.
- vii. **Nondiscrimination.** During the performance of this subcontract, the Subcontractor agrees:
 - 1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
 - 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein
 - 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA
 - 4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.
- viii. **Clean Air Act and Federal Water Pollution Control Act.** Subcontracts for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- ix. **Integrity Certification.** The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- x. **Contract Work Hours and Safety Standards Act.** All subcontracts 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 CFR 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.
- xi. **Indemnification and Insurance.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- xii. **Policy on Banning Text Messaging While Driving Act.** In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.

- xiii. **Human Trafficking.** The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

- xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use 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
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

- xv. **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 11

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Donate State Forfeiture Funds to Organizations Supporting Law Enforcement. (Police Chief Ogburn)

Background Summary: The Ocoee Police Department has historically donated State Forfeiture Funds to support programs or organizations that partner with the Department in its crime prevention/public safety mission and wishes to continue doing so. The services these organizations provide to the Ocoee Police Department and the community cannot be duplicated within the Department. The Ocoee Police Department recommends donating funds to the following programs:

- Crimeline (**\$2,000.00**) provides crime-solving to the law enforcement agencies within Central Florida and provides rewards for members of the public.
- Mothers Against Drunk Driving (MADD) (**\$2,000.00**), whose mission is to end drunk driving and support victims of these crimes and prevent underage drinking.
- Aspire Behavioral Health Care (**\$2,500.00**) (also known as Central Florida Crisis Intervention Team) trains members of law enforcement on how to deal with people in mental health crises.
- Children's Safety Village (**\$1,000.00**) aims to make Central Florida the safest community for children by providing various safety programs, including car seat check-ups, safety workshops, and sports clinics.

These donations comply with Florida State Statute 932.7055, which states that "Such funds may be used only for school resource officers, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate."

Issue:

Should the Honorable Mayor and City Commissioners authorize the Ocoee Police Department to donate funds from the State Police Forfeiture Fund to the listed organizations that support the law enforcement mission?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the Ocoee Police Department to donate funds from the State Police Forfeiture Fund to the listed organizations that support the law enforcement mission.

Attachments:

None

Financial Impacts:

A total of \$7,500.00 will be donated from the State Police Forfeiture Fund.

Type of Item: Consent



Meeting Date: August 5, 2025
Item #: 12

Contact Name: Mark Olson
Contact Number: Ext. 3355

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Upgrade to Glock Model Handguns with Factory-Installed Optics and Sights. (Police Chief Ogburn)

Background Summary: The Ocoee Police Department would like approval to transition from the current handgun (Glock 45 MOS) to the Glock 45 COA handgun. The Glock 45 COA model will have factory-installed red dot optics. By transitioning to these handguns, the officers have a better tactical and operational advantage in low-light conditions and high-stress scenarios. The red dot optic will enhance target acquisition, accuracy, and situational awareness, ultimately improving officer safety and effectiveness. Installing these optics on the current model handgun would require additional mounting plates and the replacement of factory iron sights with suppressor-height versions to ensure co-witnessing (the alignment of iron sights with a red dot sight on a firearm, ensuring consistent aiming). This multistep retrofit process places a significant demand on department resources, especially the armorer, and introduces potential failure points due to the added mounting components. The Glock 45 COA will address these limitations. This handgun comes factory-equipped with a red dot optic (Aimpoint ACRO) and suppressor-height iron sights, eliminating the need for mounting plates and aftermarket sight replacement. This streamlined design ensures greater reliability, durability, and consistency.

The Police Department has obtained two pricing options:

Option #1: Purchase 100 red dot optics and 100 sets of suppressor-height iron sights for installation on the current Glock 45 MOS handguns. This will cost the Ocoee Police Department \$37,400.00.

Option #2: Trade in the current 100 Glock 45 MOS handguns and purchase 100 Glock 45 COA model handguns with factory-installed optics and sights, and receive trade-in credit for the existing Glock 45 MOS inventory. This will cost the Ocoee Police Department \$39,200.00.

Option #2 delivers significant operational and logistical benefits, such as:

- Eliminates the need for armorer labor and installation downtime
- Reduces potential failure points associated with mounting plates
- Improves long-term reliability and equipment standardization
- Offers a cleaner transition path with fewer aftermarket modifications

The Police Department would like the City Commission to consider option #2. This option ensures a streamlined, durable, and cost-effective solution for the department's handgun modernization initiative. The vendor, Lawmen's & Shooters, provided us with a quote of \$73,200.00 for the Glock 45 COA model handguns.

City of Ocoee • 1 N. Bluford Avenue • Ocoee, Florida 34761
Phone: (407) 905-3100 • www.occoee.org

However, Lawmen's & Shooters Supply has also provided us with a quote that entails trading in the current Glock 45 MOS handguns for \$34,000.00, which would bring the price for the purchase of the Glock 45 COA to \$39,200.00. The price difference between the two options is \$1,800.00.

Issue:

Should the Honorable Mayor and City Commissioners approve Option #2, which would allow the Ocoee Police Department to upgrade to Glock Model handguns with factory-installed optics and sights?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Option #2, which would allow the Ocoee Police Department to upgrade to Glock Model handguns with factory-installed optics and sights.

Attachments:

1. Lawmans Quote
2. Glock COA Specs

Financial Impacts:

The \$37,400.00 for the Glock 45 MOS model handguns or the Glock 45 COA model for \$39,200.00 is adequately funded in the Small Equipment account GL#001-521-00-5230.

Type of Item: Consent



Quote

Page: 1

Quote expires
August 23, 2025 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R0794
Invoice Date: 7/24/25
Station: OFFICE7

Sold to: OCOEE POLICE DEPARTMENT
646 OCOEE COMMERCE PKWY
OCOEE, FL 34761
LE AGENCY
407-905-3160

Ship to: OCOEE POLICE DEPARTMENT
646 OCOEE COMMERCE PKWY
OCOEE, FL 34761
LE AGENCY
407-905-3160

Customer #:	11859	FFL Exp Dt:		Ship-via code:				
Sales Rep:	MARI	Due Date :		08/23/2025	Terms:	Net due in 30 days		
&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc
	Drop-ship	100	33047	PA455SB02MOS8 A3	GLOCK 45 FS MOS8 Aimpoint COA BOF/UCSR 5.5 LE	732.00	EACH	73,200.00
	Return	-100	11354		GLOCK 45 MOS GEN 5 PISTOL W/GNS	340.00	EACH	-34,000.00
	Order	1	SHIPPING		SHIPPING & HANDLING CHARGES	0.00	EACH	0.00
	Order	1	18839		ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO RES TOCKING FEE PER MFG	0.00	EACH	0.00
	Order	1	CONV FEE		A 3% CONVENIENCE FEE WILL BE APPLIED TO ALL CREDIT CARD TRANSACTIONS	0.00	N/A	0.00

User:	MARI	Total line items:	5	Sale subtotal:	39,200.00
				Tax:	0.00
				Total:	39,200.00

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-R0794



Quote

Page: 1

Quote expires
May 16, 2025 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R0812
Invoice Date: 4/16/25
Station: OFFICE7

Sold to: OCOEE POLICE DEPARTMENT
646 OCOEE COMMERCE PKWY
OCOEE, FL 34761
LE AGENCY
407-905-3160

Ship to:

Customer #:	11859	FFL Exp Dt:		Ship-via code:				
Sales Rep:	MARI	Due Date :	05/16/2025	Terms:	Net due in 30 days			
&S PO#	Line Type	Quantity	Item #	MPN	Description	Price	Selling unit	Ext prc
	Drop-ship	100	23928	SCS-M-GR LEM	HOLOSUN GREEN MULTIRETICLE TITANIUM SOLAR CHARGING MOS PISTOL CUT	305.00	EACH	30,500.00
	Drop-ship	100	24648	GL-329	AMERIGLO XL TALL GREEN TRITIUM 3 DOT SIGHT SET WHI TE OUTLINES .315" F .394"R	69.00	EACH	6,900.00
	Drop-ship	1	20573		SHIPPING & HANDLING CHARGES	0.00	EACH	0.00
	Order	1	18839		ALL RETURNS OR CANCELLED ORDERS ARE SUBJECT TO RES TOCKING FEE PER MFG	0.00	EACH	0.00
	Order	1	CONV FEE		A 3% CONVENIENCE FEE WILL BE APPLIED TO ALL CREDIT CARD TRANSACTIONS	0.00	N/A	0.00

User: MARI

Total line items: 5

Sale subtotal: 37,400.00

Tax: 0.00

Total: 37,400.00

Thank you for shopping at
Lawmen's & Shooters' Supply!

101-R0812

GLOCK®

BUYER'S GUIDE 2025



PERFECTION

SAFE, SIMPLE, FAST = CONFIDENCE
GLOCK.COM

GLOCK PERFECTION® *meets* AIMPOINT PERFORMANCE



Aimpoint®

● Performance from Trust

GLOCK

GLOCK.COM



The Aimpoint A-Cut™ interface allows for the sight to be mounted deeper into the pistol slide for extreme stability and durability.

The Aimpoint COA™ optic comes factory installed on select GLOCK pistols. The sight features 3D orientation for fast, accurate target acquisition.



GLOCK PERFECTION® *meets* **AIMPOINT PERFORMANCE**

The leading global manufacturer of pistols and the pioneer of red dot sights delivers an exclusive package: the GLOCK pistol with Aimpoint COA Combo. The exclusive package features select GLOCK pistols with Aimpoint A-Cut interface and the ultra-compact Aimpoint COA™ optic installed. The direct mounting enables a deep setting for extreme stability and durability.

AIMPOINT A-CUT™ INTERFACE

SPECIALIZED DIRECT CUT MOUNTING SOLUTION.



The Aimpoint A-Cut allows **secure and reliable hold** of the new Aimpoint COA red dot sight.

The unique cut from Aimpoint enables the sight **to be directly mounted into the slide.**

AIMPOINT COA™ RED DOT SIGHT

THE AIMPOINT COA RED DOT SIGHT COMES IN A COMPACT DESIGN MOUNTED DIRECTLY ON THE SLIDE.



The **fully enclosed emitter** protects the sight and makes it a versatile and rugged addition to the GLOCK pistol.



The wide field of view provides **great situational awareness.**



The robust rear sight, which is part of the **mounting solution**, enables co-witnessing.

DOT SIZE: 3.5 MOA
DOT COLOR: RED

NVD COMPATIBLE: YES
CO-WITNESS WITH STANDARD GLOCK SIGHTS: YES

BATTERY TYPE: CR2032, 3V, LITHIUM
BATTERY LIFE: 50,000 H AT DAYLIGHT SETTING 7



9x19 PISTOLS

9x19

The 9x19 cartridge sets the standard worldwide as the preferred cartridge for reliability and ease of control. Advanced projectile technology has made the 9x19 caliber one of the most common and versatile rounds today.

9x19: A superb round for the perfect brand of firearms – GLOCK

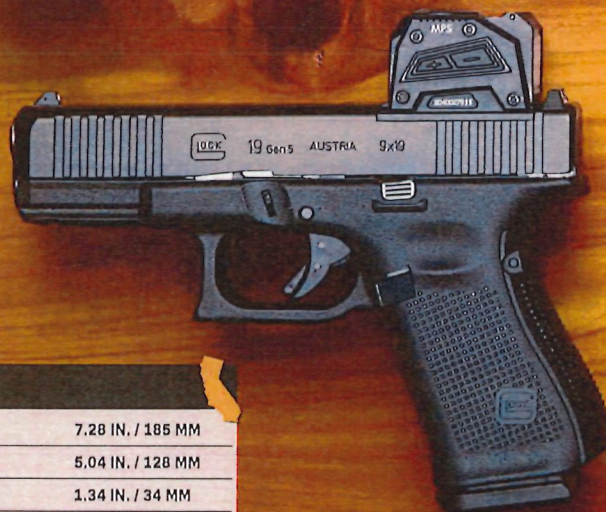
- Moderate recoil
- Accessible offerings from many ammo brands
- A caliber popular amongst police and military



G45 MOS

LENGTH	7.44 IN. / 189 MM
HEIGHT	5.47 IN. / 139 MM
WIDTH	1.34 IN. / 34 MM
WEIGHT INCL. MAGAZINE	~24.52 OZ. / ~695 G
TRIGGER PULL	~5.8 LBS. / ~26 N

 17/10 NON-MOS AVAILABLE



G19 Gen5 MOS

LENGTH	7.28 IN. / 185 MM
HEIGHT	5.04 IN. / 128 MM
WIDTH	1.34 IN. / 34 MM
WEIGHT INCL. MAGAZINE	~23.81 OZ. / ~675 G
TRIGGER PULL	~5.8 LBS. / ~26 N

 15/10 NON-MOS AVAILABLE



Meeting Date: August 5, 2025
Item #: 13

Contact Name: Joyce Tolbert, Alexis Chentouf
Contact Number: Ext. 1516, Ext. 3111

Department Director: Vanna Lawitzke
City Manager: Craig Shadrix

Subject: Approval of the One-Year Optional Renewal for Fiscal Year 2025 with Purvis Gray & Company for RFP #22-003 Auditing Services. (Procurement Manager Tolbert)

Background Summary:

On April 19, 2022, the City Commission awarded RFP #22-003 Auditing Services and entered into a continuing-term contract with Purvis Gray & Company LLP for these services. The term of the current contract is for three (3) fiscal years (FY's 22-24) with two (2) one-year optional renewal extensions. This optional renewal is to perform the Fiscal Year 2025 Audit. Upon approval, this contract will have one more optional renewal for the Fiscal Year 2026 Audit.

Issue:

Should the Honorable Mayor and City Commissioners approve the one (1)-year optional contract renewal which will extend the term of Purvis Gray & Company LLP's Auditing Services contract for RFP #22-003 to perform the Fiscal Year 2025 Audit?

Recommendations:

- 1.) Approve the one (1)-year optional contract renewal with Purvis Gray & Company LLP for RFP #22-003 for the Fiscal Year 2025 Auditing Services;
- 2.) Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with Purvis Gray & Company LLP; and
- 3.) Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for all change orders.

Attachments:

1. Purvis Gray Engagement Letter FY25
2. Current Agreement

Financial Impacts:

The fee for the basic financial audit of the City, including the CRA report, is \$54,600. If a Federal Single Audit is required, the fee would be \$4,900 for each single audit. Assistance with preparation and review of the Annual Comprehensive Financial Report will be \$12,000. The fee to assist with the preparation of the Annual Financial Report will be \$3,500.

Type of Item: Consent

July 24, 2025

AUDIT ENGAGEMENT LETTER

Honorable Mayor and City Commission
City of Ocoee
1 N. Bluford Ave
Ocoee, Florida 34761

Pursuant to our engagement letter dated April 19, 2022, we are pleased to confirm our understanding of the services we are to provide to the City of Ocoee, Florida (the City) for the optional year ending September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City for the year ending September 30, 2025. We will also audit and issue a separate report for the financial statements of the Ocoee Community Redevelopment Agency (the CRA) for the year then ending. In addition, separate attestation reports pursuant to the American Institute of Certified Public Accountants (AICPA) Professional Standards AT-C Section 315 are to be issued regarding the CRA's compliance with Sections 163.387(6) and (7), Florida Statutes, and the City's and CRA's compliance with Section 218.415, Florida Statutes, in accordance with Chapter 10.550, *Rules of the Auditor General*.

Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City's and the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's and the CRA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Required Pension and Other Postemployment Benefits Disclosures
- Major Fund Budgetary Comparison Statements

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Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa

purvisgray.com

Members of American and Florida Institutes of Certified Public Accountants

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedule of Expenditures of Federal Awards
- Combining Non-Major Fund Statements
- Non-Major Fund Budgetary Comparison Statements

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance:

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the *Single Audit Act Amendments of 1996* and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the *Single Audit Act Amendments of 1996*; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other

procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or non-compliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS, *Government Auditing Standards*, and Chapter 10.550, *Rules of the Auditor General*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Potential risk related to management override of internal controls.
- Potential risk due to turnover in key finance and accounting personnel.
- Potential risk associated with improper revenue recognition related to overstatement of revenues.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls

We will obtain an understanding of the City and its environment, including the system internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material non-compliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under the AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's and the CRA's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement,

whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and related matters.

Management responsibilities include adjusting the financial statements to correct material misstatements and confirming to use in the management letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor non-compliance with federal statutes, regulations, and the terms and conditions of federal

awards; take prompt action when instances of non-compliance are identified, including non-compliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe that the supplementary information, including its form and content, is fairly presented in accordance GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior year (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of the audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, and studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Examination Reports

The following examination reports will be issued by us regarding compliance with the following:

- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes. One for the City and the CRA.
- Independent Accountant's Report on Compliance with Section 163.387(6) and (7), Florida Statutes – for the CRA.

The objectives of our examination are to: (1) obtain reasonable assurance about whether the report (as applicable) is free from material misstatement based on the applicable criteria; and (2) to express an opinion as to whether the subject matter is presented and/or the City complied, in all material respects, in accordance with the specified requirements.

Our examination will be conducted in accordance with attestation standards established by the AICPA. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our examination does not provide a legal determination on the City's compliance with the specified requirements.

The examination reports are solely to comply with the specified requirements and are not suitable for any other purpose.

We will plan and perform the examination to obtain reasonable assurance about whether the subject matter is free from material misstatement and/or the City complied, based on the specified requirements. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or non-compliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and non-compliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention, unless clearly trivial. We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the subject matter being examined in accordance with, and for compliance with, the specified requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the subject matter is presented in accordance with and/or you are in compliance with the specified requirements. Failure to provide such an assertion will result in our withdrawal from

the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. We will also assist in the preparation of the Annual Financial Report. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards.

The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements and related notes, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for the preparation and assembly of the annual comprehensive financial report, the distribution of the reports and the basic financial statements and related notes, schedule of expenditures of federal awards, and all accompanying information. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Purvis, Gray and Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office, for purposes of a quality review of the audit to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Purvis, Gray and Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by a federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the City and the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I am the engagement partner, and I am responsible for supervising the engagement and signing the reports. We will begin our audit fieldwork in July 2025 and expect to issue our reports no later than March 31, 2026. We anticipate a similar schedule for all subsequent years.

Our fee for the basic financial audit of the City, including the CRA report, is \$54,600. If a Federal Single Audit is required, the fee would be \$4,900 for each single audit. Assistance with preparation and review of the Annual Comprehensive Financial Report will be \$12,000. The fee to assist with the preparation of the Annual Financial Report will be \$3,500.

Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost. This agreement may also be extended beyond the two optional years by mutual agreement.

The City Commission or management may request that we perform additional services not addressed in this letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission of the City of Ocoee. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these

Honorable Mayor and City Commission
City of Ocoee
Ocoee, Florida

-10-

July 24, 2025

circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Respectfully Submitted,

PURVIS, GRAY AND COMPANY, LLP



Timothy M. Westgate, CPA
Audit Partner

TMW/jlk

RESPONSE:

This letter correctly sets forth the understanding of the City of Ocoee.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

AGREEMENT FOR AUDITING SERVICES

This agreement is entered into this 19th day of April, 2022 between the **City of Ocoee**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **Purvis, Gray & Company LLP**, a firm of Certified Public Accountants registered and licensed in the State of Florida, hereinafter referred to as the "Auditors".

WITNESSETH:

That for and in consideration of the mutual performance of the terms and conditions herein, both parties agree, as follows:

SECTION 1: PURPOSE AND SCOPE OF THE ENGAGEMENT

1. Except as set forth in Section 8 hereof, the audit will be performed as indicated in Request for Proposals "RFP" #22-003 and addenda, "Exhibit A", and will encompass the City's financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information (collectively the "financial statements") as of and for the fiscal year ended September 30, 2022, September 30, 2023, and September 30, 2024, and shall be accomplished in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act of 1996, the provisions of uniform guidance and the provisions of Section 11.45, *Florida Statutes*. The Auditors shall utilize the guidance provided in the AICPA audit guide, Audits of State and Local Governments. The Auditors shall also consider any specific grant, bond or other legal covenant or requirement in performing the audit. The objective of an audit is the expression of opinions concerning whether the financial statements present fairly, in all material respects, the financial position of the City and the results of its operations and cash flows of its Proprietary Funds in conformity with accounting principles generally accepted in the United States of America.

As part of the audit, the Auditors shall consider the City's internal controls over financial transactions and assess control risk, as required by auditing standards generally accepted in the United States of America, for the purpose of establishing a basis for determining the nature, timing, and extent of auditing procedures necessary for expressing the Auditor's opinion concerning the financial statements. The Auditors shall also consider and test the City's internal control policies and procedures used in administering federal financial assistance programs. The management of the City is responsible for establishing and maintaining internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs for internal control policies and procedures. The objectives of internal

controls are to provide City management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with City management's authorization and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America. Because of the inherent limitation in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of internal controls to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

As required by Government Auditing Standards, the Auditors shall prepare a separate written report on their understanding of the City's internal controls. The report shall include, but is not limited to: (1) the scope of the Auditors' work in obtaining and understanding of the internal controls and in assessing the control risk, (2) the City's significant internal controls including the controls established to ensure compliance with laws and regulations that have a material impact on the general purpose financial statements, (3) the reportable conditions, including the identification of material weakness, identified as a result of their work in understanding and assessing control risk and (4) all other matters normally included in a financial audit as defined by Section 11.45(1)(c), *Florida Statutes*.

The audit shall include, but not be limited to, procedures designed to provide reasonable, rather than absolute, assurance of detecting errors and irregularities that are material to the financial statements. The Auditors shall inform the City with respect to illegal acts or material errors or irregularities that come to their attention during the course of the audit.

Compliance with the laws and regulations, contracts, and grants applicable to the City is the responsibility of the City's management. As part of obtaining assurance about whether the financial statements are free of material misstatement, the Auditors shall perform tests of the City's compliance with certain provisions of laws, regulations, contracts, grants and other matters.

As required by uniform guidance and the Florida Single Audit Act, the Auditors shall consider and test the City's internal control policies and procedures used in administering Federal and State award programs. Based on this consideration and these tests, the Auditors shall assess risk and determine the nature, timing, and extent of testing compliance with requirements that, if not complied with, could have a material effect on a major Federal or State award program. However, tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in the Auditors report on internal control pursuant to uniform guidance.

In addition, the Auditors shall prepare a separate written Management Letter as defined by Section 11.45(1)(f), *Florida Statutes*, defined in Chapter 10.550, *Rules of the Auditor General*. A draft of the management letter shall be discussed with the City Manager or his designee before its issuance in its final form.

At the conclusion of each engagement, the City's management shall provide to the Auditors a representation letter that, among other things, shall confirm management's responsibility for the preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America, the availability of financial records and related data, the completeness and availability of all minutes of City Commission meetings, and the absence of irregularities involving management of those employees who have significant roles relating to internal controls.

2. The Auditors shall assist with review of the Annual Comprehensive Financial Report at the request of Management.
3. The Auditors shall be available to attend such public meetings as may be necessary for discussion of the final audit report.
4. The Auditors shall perform a substantial portion of the audit on City premises. The City shall furnish reasonable adequate working space that is well lighted, reasonable comfortable and proximate to accounting and accounting records.
5. The Auditors shall provide all equipment, materials, supplies and personnel services to perform the audit.

SECTION 2: AUDIT STANDARDS AND PROCEDURES

1. The Audit shall be performed by personnel outlined in the firm's response to Request for Proposals (RFP) #22-003, "Exhibit B". Any changes in senior level personnel from those identified in the proposal must be approved by the City's Finance Director.
2. The Auditors may reasonably utilize the City's staff to perform work of an assisting (data gathering) nature, consistent with auditing standards generally accepted in the United States of America, and whenever qualified City employees are reasonably available. This shall be coordinated with the Finance Director or designee.
3. The Auditors agree that the City and the Auditors are subject to the public records laws of the State of Florida with regard to records that are, in fact, public records. Public records, as defined by State law, shall be subject to said laws, but not records that are not public records. The Auditors shall be entitled to rely upon and assert all provisions of the State's public records laws relating to exemptions and

confidentiality of records. The Auditors may be subject to the Public Records Laws only with regard to certain records in that all records. The Auditors assert that work papers for this Agreement are the property of the Auditors and constitute confidential information. Such work papers shall be maintained for a minimum of three (3) years after the date of a completed audit or as may otherwise be required by law. In addition to public records being subject to the provision of the State's public records laws, the Auditors may fully interact with other agencies of government in accomplishing the audit.

4. The Auditors shall not assign, sublet or otherwise dispose of, without first obtaining written consent of the City's Finance Director after approval by the City Commission, the services to be performed pursuant to this Agreement, or any portion thereof.
5. All work and reports performed and submitted by Auditors pursuant to this Agreement shall be in accordance with applicable State and Federal laws, rules and regulations.
6. The City shall reasonably make available to the Auditors any and all financial records, books, supporting documents, City Commission minutes, policies, contracts, agreements, budgets, personnel assistance and any other records or requests as may be mutually considered necessary in the conduct of the aforesaid audit related services.
7. The Auditors shall coordinate with the City's Finance Director for the purpose of arranging an exit conference at the conclusion of the audit of the City and conduct said conference with the City Manager or his designee. A draft copy of all reports shall be provided by the Auditors to the Finance Director for inspection prior to the said audit exit conference meeting.
8. The Auditors shall keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation shall be retained by the Auditors for a minimum of three (3) years from the issuance of the audit to the City Commission.
9. In order to properly serve the public interest, if the Auditors, in the course of their audit examination, should discover evidence pointing to a nonfeasance, malfeasance or misfeasance on the part of any officer or employee of the City or its agencies, the Auditors shall immediately give notice thereto to the City Manager unless the City Manager is the subject of the inquiry, in which case the notice shall be given to the Mayor and City Commission.
10. Audit Requirements for Fiscal Year September 30, 2022, September 30, 2023, and September 30, 2024 shall commence upon execution of this Agreement by both parties.

11. During the performance of this Agreement, the Auditors shall maintain in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 and shall not on the grounds of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any form or manner against said Auditors' employees or applicants for employment. Auditors understand and agree that this Agreement is conditioned upon the veracity of this statement of assurance. The Auditors shall comply with Title VI of the Civil Rights Act of 1964 when Federal grants are involved. Other applicable Federal and State Laws, executive orders, rules and regulations prohibiting discrimination as hereinabove referenced are included by this reference hereto, to include Vietnam era veterans within its protective range of applicability.
12. This Agreement shall be governed by the laws of the State of Florida. Venue for any actions arising out of the Agreement will lie in Orange County, Florida.

SECTION 3: FEES AND TERMS OF PAYMENT

1. The City shall pay the Auditors the total fee based on the firm's proposal submitted for RFP #22-003, "Exhibit B", for the audit of fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024. The parties hereto recognize that the firm's response to the RFP was based on a multi-year contract and that this contract is being executed for three (3) years; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The parties hereto agree that the total fee for the services set forth herein shall be as set forth on Exhibit "B" attached hereto and that said Exhibit "B:" shall control in the event of any conflict with the firm's proposal submitted in response to the RFP.
2. The Auditors will render interim billings as work progresses and the City agrees to pay the interim billings within 30 (thirty) days after receipt. Interim payments shall be determined by the percentage of work completed at the time an invoice is submitted.
3. The City shall pay the final billing within thirty (30) days after all the following conditions have been met:
 - a. Auditors have rendered their signed Independent Accountant's Report and applicable Internal Control and Compliance reports;
 - b. Auditors have rendered the final Management Recommendation Letter;
 - c. Auditors have provided assistance with the review of the Annual Comprehensive Financial Report;

- d. All requested City Commission meetings and staff conferences have been completed.
4. The Auditors shall comply with all applicable labor laws regarding employment and pay of its employees. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.
5. Compensation payable pursuant to Section 4 and any amendments to this Agreement may be withheld if the final audit report does not meet the requirements of Section 11.45, *Florida Statutes*, and/or any other State or Federal laws, rules and regulations applicable to said audits. Compensation may be withheld until all discrepancies are corrected and conform to above requirements.

SECTION 4: ADDITIONAL SERVICES

1. The Auditors are not required to render any information or services to employees of the City or to make any studies or investigations at the request of any individual, except herein provided for. However, the Auditors shall reasonably interact with and provide information to the Mayor, the City Commissioners and City staff. The Auditors shall respond to such incidental inquiries without additional charges to the City. If, in the Auditors' reasonable judgment, the level of time for such inquiries becomes substantial, the Auditors will notify the City Manager.
2. The City may, from time to time, desire the Auditor to change or increase the scope of work. This may include the addition of records and procedures in its audit program. Such requests for additional work will be submitted in writing to the Auditor by the Finance Director for consideration for approval by the City Commission. The Auditor will be compensated based on a negotiated hourly billing rate at the time of the approval. Additional services will be billed to the City separately.
3. The Auditors shall notify the City's Finance Director of any comments received from the Auditor General of the State of Florida regarding any deficiencies noted in the reports of the City.

4. The Auditors shall disclose any findings disclosed in Peer Review reports regarding the audit of the City.
5. The Auditors shall perform a full scope audit of the City, which includes an audit of the financial statements and compliance as required by Governmental Auditing Standards. Throughout the term of this Agreement, if significant increases or decreases in the required scope of the audit are necessary due to changes in regulatory or other authoritative pronouncements, the impact of these changes will be discussed to arrive at a new fee estimate. However, if changes occur that do not significantly affect those procedures normally performed under a full scope audit; no change in the fee will be necessary.

SECTION 5: INSURANCE

Prior to commencement and until termination of work for or on behalf of the City, the Auditors shall procure and maintain insurance of the types and to the limits specified in RFP #22-003.

The term "City" as used in this section of the Agreement is defined to mean the City of Ocoee itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

SECTION 6: FORCE MAJEURE

Auditor shall not be liable for any failures or delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions due to fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

SECTION 7: INDEMNITY

Each party ("Indemnifying Party") shall indemnify and hold harmless the other ("Indemnified Party") from any and all claims, suits, actions, liabilities and reasonable defense costs, in each case solely for bodily injury to individuals and physical damage to tangible property to the extent directly and proximately caused by the acts or omissions of the Indemnifying Party while the Auditor is engaged in the performance of services under this Contract; provided however, that if there is also fault on the part of the Indemnified Party, the foregoing indemnity shall be on a comparative fault basis, and provided further, however, that the City's obligation hereunder shall only exist to the extent permissibly by law and to the extent set forth in Section 768.28, *Florida Statutes*. As a condition to the foregoing indemnity obligations of the Indemnifying Party, the Indemnified Party shall provide with the Indemnifying Party with reasonable prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate with the Indemnifying Party in connection with such claims. The Indemnifying

Party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; provided, however, that the Indemnifying Party shall have no authority to admit liability on behalf of the Indemnified Party; and provided further, however, that the Indemnifying Party shall not be entitled to control the handling of any such claim against the Indemnified Party if the Indemnified Party asserts that there is also fault on the part of the Indemnified Party. The provisions of this Section are solely for the benefit of the parties hereto and not intended to grant any rights, contractual or otherwise to any other person or entity.

Because of the importance of the City's management's representations, the City agrees to release and indemnify Auditor and its personnel from all claims liabilities and expenses relating to its services under this Agreement attributable to any material misrepresentation by City management to the extent and limits permitted by law.

SECTION 8: CONTRACT PERIOD

This Agreement covers the City's fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024. Notwithstanding any provision contained in the RFP, it is agreed that the Agreement covers the audits for the fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement.

SECTION 9: TERMINATION

This Agreement may be terminated at will by the City at any time by giving thirty (30) days written notice thereof. In the event of such termination, the City shall pay the Auditors for the reasonable value of services rendered and expenses incurred by the Auditors, up to the effective date of such termination. The Auditors may only terminate this Agreement for cause.

Disputes arising under this Agreement (including, but not limited to, scope, nature and quality of services to be performed by the Auditor, the Auditors' fees and other terms of engagement) shall be submitted to mediation. A competent, and impartial third party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay in equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this Agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process.

SECTION 10: AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Auditors shall comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 11: WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the City of any payment to the Auditors constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist, on the part of the Auditors, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

SECTION 12: NON-ASSIGNABILITY

Neither party shall assign and Agreement without the prior written consent of the other party.

SECTION 13: HEADINGS

All articles and descriptive headings of sections in this Agreement are inserted for convenience only and shall affect the construction or interpretation hereof.

SECTION 14: NOTICES

- (a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have 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, to wit:

**For City:
Finance Director
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761
(407)905-3190**

For Auditors:
Purvis, Gray & Company, LLP
Timothy Westgate, CPA, Partner
2347 SE 17th Street
Ocala, Florida 34471

- (b) Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice.

SECTION 15: CONFLICT OF INTEREST

The Auditors agrees that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

SECTION 16: SEVERABILITY OF INVALID PROVISIONS

If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 17: TIME OF THE ESSENCE

Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

SECTION 18: APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 19: BINDING EFFECT

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 20: CHOICE OF LAW AND VENUE

Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Circuit Court for the 9th Judicial Circuit of Florida for Orange County, Florida.

SECTION 21: CONSTRUCTION OR INTERPRETATION OF THE AGREEMENT

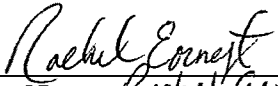
This Agreement is the result of *bona fide* arm's length negotiations between the City and the Auditors and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

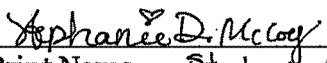
(Signature page follows.)

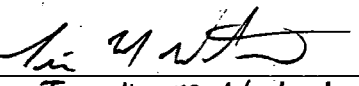
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

FIRM: PURVIS, GRAY & COMPANY, LLP


Print Name Rachel Earnest

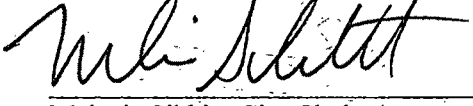

Print Name Stephanie McCoy

By: 
Name: Timothy M Westgate
Title Partner

(Company Seal)

APPROVED:

ATTEST:


Melanie Sibbitt, City Clerk

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation


Rusty Johnson, Mayor

DATE: April 19, 2022

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this 19th day of APRIL, 2022.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON April 19, 2022
UNDER AGENDA ITEM NO. 8

SHUFFIELD, LOWMAN & WILSON, P.A.

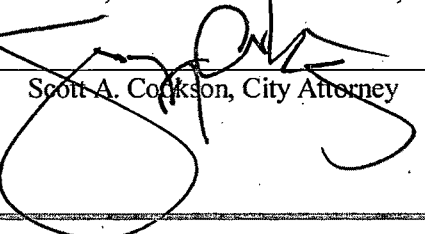
By: 
Scott A. Cookson, City Attorney

EXHIBIT A

RFP #22-003 and ADDENDA

(see attached)

CITY OF OCOEE, FLORIDA
REQUEST FOR PROPOSALS
RFP #22-003
AUDITING SERVICES



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***Submit Form Completed with Proposal**

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida, (the "City") is soliciting sealed statements of qualifications for **RFP #22-003 AUDITING SERVICES**. Proposals will only be accepted electronically through Merrell Source to Contract (f/k/a Negometrix), a free e-Procurement platform, **until 2:00 pm, local time, on March 8, 2022**. Proposals received after that time or through any other method will not be accepted under any circumstances. Proposals that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Openings>. All questions regarding this RFP should be in writing to Joyce Tolbert, CPPB, Procurement Manager, Finance Department/Purchasing jtolbert@ocoe.org. No Pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting proposals at no charge through Merrell Source to Contract by accessing the City's published solicitation page at <https://app.negometrix.com/buyer/748>. Visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Merrell Source to Contract platform. Melanie Sibbitt, City Clerk, Orlando Sentinel February 6, 2022.

Introduction and Instructions:

The City of Ocoee, Florida, in conformance with Florida Statutes, Section 218.391 (Auditor Selection Procedures), and the policies and procedures of the City of Ocoee (City) is soliciting proposals from qualified Certified Public Accounting Firms (Firm, Proposer, Respondent, Bidder) with Governmental Accounting experience to submit a response to this RFP to provide Independent Financial Auditing Services in accordance to the RFP documents. The fiscal years ended September 30, 2022, 2023, and 2024 will be included in this RFP. Renewal options for (2) one-year renewal periods may be negotiated. The firm must be duly licensed under Florida Statutes, Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The City's current auditing contract has expired. The City intends to award a contract to one (1) qualified firm to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFP.

- A. The City will receive questions regarding this RFP only through the Merrell Source to Contract platform in the Question & Answer tab or written inquiries directed to Joyce Tolbert, CPPB, Procurement Manager at jtoltbert@ocoe.org. Deadline for receipt of written inquiries will be **March 1, 2022 at 12:00 p.m., local time**. Any clarifications/changes will be only through written addenda issued by the Procurement Manager. Respondents should not contact City staff, with the exception of the Procurement Manager, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of the City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.
- B. Prospective Respondents may secure a free copy of the documents required for submitting a response through Merrell Source to Contract (f/k/a Negometrix) platform by accessing the City's published solicitation page at <https://app.negometrix.com/buyer/748> and clicking the "open" filter. Please visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Merrell Source to Contract platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Merrell Source to Contract, prospective Respondents will be provided with all information regarding this RFP, all addendums and changes to the project requirements; there is no charge to use the Merrell Source to Contract e-procurement platform.

The City is **ONLY** accepting electronic solicitation responses online through the City's Merrell Source to Contract platform at <https://app.negometrix.com/buyer/748>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the *Current Open Solicitations* menu. All responses for this bid **MUST** be submitted through

the Mercell Source to Contract platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge to use the Mercell Source to Contract electronic bid submission platform.

Registration with Mercell Source to Contract is free and is required prior to submitting an RFP response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the RFP submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Mercell Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com.

Once your company is registered with Mercell Source to Contract, you will be able to submit your bid/proposal/qualification statement securely, anytime before the bid deadline, at <https://app.negometrix.com/buyer/748> by clicking the PARTICIPATE BUTTON under the solicitation. You must click the SUBMIT BUTTON once you finalize your response. You will receive a date/time stamp confirmation within the Mercell platform and an email confirmation. Proposals submitted on Mercell Source to Contract will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public RFP opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Openings>.

- C. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their proposal on the Mercell Source to Contract platform. Proposals must be received by Mercell Source to Contract no later than **2:00 p.m. (local time) on March 8, 2022**. Any proposal received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have their proposal **uploaded and submitted** on the Mercell Source to Contract e-procurement platform prior to the due date and time.

File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). Respondents will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Respondents will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

- D. Proposals will be reviewed by an audit selection committee appointed by the City Commission and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled audit selection committee meeting(s) for this RFP will be announced publicly. The auditor selection committee is the City Commission. Please be aware that all City Commission meetings are duly noticed public meetings and all documents submitted to the City as a part of a bid constitutes public records under Florida law. All Proposers shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically called for in this RFP which must be submitted.
- E. **Submission of a proposal shall constitute an acknowledgment that the proposer has complied with Paragraph E.** The failure or neglect of a proposer to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of services. Proposals shall be in compliance with the contract documents/scope of services.
- F. Any response by the City to a request for clarification or correction will be made in the form of a written addendum which will be mailed, e-mailed or faxed by Merrell Source To Contract (f/k/a Negometrix) to all parties to whom the RFP package have been issued. The City reserves the right to issue Addenda, concerning date and time of review committee meeting, clarifications, or corrections, at any time up to the date and time set for proposal submission. In this case, proposals that have been received by the City prior to such an addendum being issued, will be returned to the Respondent, if requested, unopened. **In case any proposer fails to acknowledge receipt of any such Addendum in the space provided on the Addendum and fails to attach the Addendum to their proposal, its' proposal will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a proposal will constitute acknowledgment of the receipt of the RFP Documents and all Addenda.** Only interpretations or corrections provided by written Addenda shall be binding on the City. Proposers are cautioned that any other source by which a proposer receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.
- G. Any of the following causes may be considered as sufficient for the disqualification and rejection of a proposal:
- a) Submission of more than one (1) proposal for the same work by an individual, firm, partnership or corporation under the same or different name. For purposes of this subparagraph, firms, partnerships or corporations under common control may be considered to be the same entity;
 - b) Evidence of collusion between or among the proposers;
 - c) Being in arrears on any existing contracts with the City, or litigation with the City or having defaulted on a previous contract with the City;

- d) Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to the proposer's ability to properly perform the services; or
- e) Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of proposer or the rejection of its proposal.

H. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Respondents should be aware that the proposal and the responses thereto are in the public domain and are available for public inspection. Respondents are requested, however, to identify specifically any information contained in their proposal that they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for proposals become the property of the City Ocoee and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

I. **PUBLIC RECORDS COMPLIANCE.** The City of Ocoee (City) is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the 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 City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to City within a reasonable

time may be subject to penalties under section 119.10, Florida Statutes.

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 407-905-3100, EXTENSION 1022, CCDL@ci.ocoee.fl.us, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761.

- J. **ACCEPTANCE AND AWARD.** The City reserves the right to accept or reject any or all proposals, to waive formalities, technicalities or irregularities, to request clarification of information submitted in any proposal, or to re-advertise for new proposals. The City may accept any item or group of items of any proposal, unless the Respondent qualifies its proposal by specific limitations. The City may accept one or more proposals if, in the City's discretion, the City determines that it is in the City's best interest to do so.

The City reserves the right to award the contract to the Respondent(s) which, in the City's sole discretion, is (are) the most responsive and responsible. The City reserves the right, as an aid in determining which proposals are responsible, to require a Respondent to submit such additional evidence of Respondent's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) with the City and others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award. The Respondent certifies that it will not withdraw its proposal for a period of one hundred - twenty (120) days after the scheduled closing time for the receipt of proposals.

- K. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

GENERAL TERMS & CONDITIONS:

1. BID SECURITY:

None Required.

2. PERFORMANCE AND PAYMENT BONDS:

None Required.

3. PATENT INDEMNITY:

Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract.

4. PRICING:

Pricing should be provided as indicated on the Scope of Work/Price Proposal Form attached, to include any alternate proposals. Please note that alternate proposals will not be accepted unless specifically called for on the Scope of Services/Price Proposal Form. Cost of preparation of a response to this proposal is solely that of the Respondent and the City assumes no responsibility for such costs incurred by the Respondent.

By submission of this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- a) The prices in this RFP have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposers or with any competitor;
- b) Unless otherwise required by law, the prices which have been provided in this RFP have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor;
- c) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition. Every contract, combination or conspiracy in restraint of trade or commerce in this State is unlawful (Florida Statutes, Section 542.18 and all applicable federal regulations);

5. **PROTESTS:**

All bid protests shall be submitted to the Procurement Manager in the following manner:

- a) A Respondent **shall** file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
- b) A bid protest **shall** be limited to the following grounds: (a) issues arising from the procurement provisions of the RFP, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Respondent shall clarify all questions concerning the design documents of the project prior to submitting its bid.
- c) The content of the bid protest **shall** fully state the factual and legal grounds for the protest and the legal basis for the relief requested.
- d) The bid protest **shall** be filed with the Procurement Manager not later than five (5) calendar days after the posting of the notice of intent to award or recommendation of award by staff, whichever is earlier.
- e) The Procurement Manager, on behalf of the City, shall make a determination of the merits of the protest not later than five (5) business days after receipt of the protest. If the City denies the protest, the City may proceed with award of the contract unless enjoined by order of a court of competent jurisdiction.

6. **PAYMENT TERMS:**

Payment for work completed will be made within (30) days of approved invoice. Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

The City has Florida Sales & Use Tax Exemption Certificate No. 85-8013779974C-0; and, pursuant to Chapter 212, Florida Statutes, is exempt from federal excise, state, and local sales taxes.

7. **DRUG-FREE WORKPLACE:**

Provide a statement concerning the respondent's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program.

8. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The respondent certifies that it does not and will not maintain or provide for the Respondent's employees any segregated facilities at any of the Respondent's establishments and that the Respondent does not permit the Respondent's employees to perform their services at any location, under the Respondent's control, where segregated facilities are maintained. The Respondent agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Proposal. As used in this certification, the term "segregated facilities" means any waiting room, work areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking facilities provided for employees which are segregated on the basis of race, color, religion, national origin, habit, local custom, or otherwise. The Respondent agrees that (except where the Respondent has obtained identical certification from proposed contractors for specific time periods) the Respondent will obtain identical certifications from proposed subcontractors prior to the award of such contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that the Respondent will retain such certifications in the Respondent files.

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the U.S. Secretary of labor, are incorporated herein.

9. **CONFLICT OF INTEREST/NON-COLLUSION CERTIFICATION:**

- a) Proposer declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
- b) Proposer certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
- c) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing. **Proposer must submit the attached Conflict of Interest Statement.**

- d) Proposer further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFP has occurred, and that the proposal is made according to the provisions of the RFP documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFP documents.
- e) Proposer agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Proposer offers and agrees that if this negotiation is accepted, the Proposer will convey, sell, assign, or transfer to the City all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer. The proposal constitutes a firm and binding offer by the Proposer to perform the services as stated.

10. **PUBLIC ENTITY CRIME STATEMENT:**

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

All bidders that submit a Bid or Request for Proposal to the City of Ocoee are guaranteeing that they have read the previous statement and by signing the bid documents are qualified to submit a bid under Section 287.133, (2)(a), Florida Statutes.

11. **INSURANCE TERMS & CONDITIONS:**

Proof of Professional Liability Insurance: Provide a current insurance certificate providing proof of Professional Liability Insurance. The *successful* Respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the city:

Professional Liability Insurance:

\$1,000,000.00

The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional (Design Errors and Omissions) Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee and naming the City as an additional insured, by companies acceptable to the City at the minimum limits and coverages listed below with deductible amounts acceptable to the City. The selected consultant shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the consultant allow any subconsultant to commence work on a subcontract until all similar insurance required of the subconsultant has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Consultant and/or subconsultant providing such insurance.
2. Workers' Compensation Insurance: The Consultant shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Consultant shall provide, and cause each subconsultant to provide adequate insurance, satisfactory to the City, for the protection of the Consultant's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Consultant's Public Liability and Property Damage Insurance: The Consultant shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Consultant and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant, and the amounts of such insurance shall be the minimum limits as follows:

4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
6. Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Consultant shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the Consultant's policy, as specified above.
7. Owner's Protective Liability Insurance: (Not applicable for Auditing Services). As applicable for construction projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Consultant shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, and per occurrence, \$2,000,000. Aggregate and naming the City of Ocoee as the Named Insured.
8. Contractual Liability: If the project is not bonded, the consultant's insurance shall also include contractual liability coverage to insure the fulfillment of the contract.
NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE

Commercial Umbrella:

 - \$1,000,000 PER OCCURRENCE
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability

Builders Risk: (Not Applicable for Auditing Services).

 - \$100,000 Any (1) Location
 - \$1,000,000 Any (1) Occurrence
9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon

notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Procurement Manager. This certificate shall be dated and show:

- The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

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ACORD 25 (2001/08)

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SAMPLE

12. SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the proposer in the past five (5) years which is related to the services that the proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.

(Attach additional sheets if necessary)

13. ACKNOWLEDGMENT OF ADDENDA:

Proposer acknowledges receipt of the following addenda:

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

City of Ocoee
Scope of Services
Request for Proposals (RFP) #22-003
Auditing Services

The City of Ocoee, Florida, in conformance with Florida Statutes, Section 218.391 (Auditor Selection Procedures), and the policies and procedures of the City of Ocoee (City) is soliciting proposals from Certified Public Accounting Firms with Governmental Accounting experience to submit a response to this RFP to provide Independent Financial Auditing Services in accordance to the RFP documents. The fiscal years ended September 30, 2022, 2023, 2024 will be included in this RFP. Renewal options for (2) one-year renewal periods may be negotiated. The firm must be duly licensed under Florida Statutes, Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. The City's current auditing contract has expired. The scope of services to be provided shall include:

SERVICES TO BE PROVIDED

A. Financial Audit

1. The proposing firm (the firm) selected will be required to perform a financial audit in accordance with generally accepted auditing standards of the financial accounts and records of the City of Ocoee, Florida. This includes a review of the pension plans.
2. The audit shall comply with the Rules of the Auditor General of the State of Florida, Statements on Auditing Standards (GAAS), *Government Audit Standards* issued by the Comptroller of the United States, Uniform Guidance, Florida Single Audit Act and other Florida Statutes as applicable, *Audits of State and Local Government Units* (AICPA Audit Guide revised, and other applicable authoritative standards.
3. As a result of the examination, 10 copies of the following reports will be required, along with an electronic copy for permanent recordkeeping:
 - a. Auditor's report;
 - b. Report on compliance and internal control structure;
 - c. Report on compliance with requirements applicable to each major program and internal control over compliance in accordance with the uniform guidance;

- d. Management Letter.
- e. Report on compliance with the requirement of section 218.415, Florida Statutes

B. Single Audit

1. The firm selected will also be required to perform a single audit of all federal and state financial assistance provided to the City.
2. The audit shall comply with the Rules of the Auditor General of the State of Florida and be in accordance with the Single Audit Act of 1984 and Amendments thereof.
3. As a result of the examination, an electronic copy of the following reports will be required:
 - a. Auditor's report on financial statements, including the supplementary schedule of federal assistance, must include a statement whether the individual fund information is fairly presented in all material respects in relation to the general purpose financial statements.
 - b. A report on internal accounting control, including internal controls, used to manage any federal financial assistance programs.
 - c. Comments on compliance with the terms and conditions of federal laws and regulations applicable to major and non-major federal assistance programs.

C. Comprehensive Annual Financial Report

1. The firm selected will review the Comprehensive Annual Financial Report and provide comments/assistance to the City prior to submission to the GFOA.

D. Community Redevelopment Agency Audit

1. The firm selected will also be required to perform a separate financial audit in accordance with generally accepted auditing standards of the financial accounts and records of the Community Redevelopment Agency of the City of Ocoee, Florida.
2. The audit shall comply with the Rules of the Auditor General of the State of Florida, Statements on Auditing Standards (GAAS),

Government Audit Standards issued by the Comptroller of the United States, and other Florida Statutes as applicable, *Audits of State and Local Government Units* (AICPA Audit Guide revised, and other applicable authoritative standards.

3. As a result of the audit, 10 copies of the following reports will be required, along with an electronic copy for permanent recordkeeping:
 - a. Auditor's report;
 - b. Report on compliance and internal control structure;
 - c. Management Letter.
 - d. Report on compliance with the requirement of section 218.415, Florida Statutes
 - e. Report on compliance with the requirement of section 163.387(6) and (7), Florida Statutes

DESCRIPTION OF ENTITY AND ACCOUNTING SYSTEM

A. General Information

The City of Ocoee operates under a commission/manager form of government. Ocoee is home to over 49,781 residents. The City is primarily a residential and retail area with a small amount of light industry and commercial business. The City provides fire, police, water, wastewater, garbage, and stormwater services. The City established a Community Redevelopment Agency (CRA) in 2006. This fund is reported as a major special revenue fund in the financial statements. Ocoee has received the GFOA Certificate of Achievement for Excellence in Financial Reporting for thirty consecutive years.

B. The Accounting System

1. Entity Definition

The financial reporting entity includes all funds of the primary government and the CRA. The 2021 adopted general fund budget is \$52,988,188. The budget and 2020 Comprehensive Annual Financial Report are available on the City's website under the Finance Department at <http://www.ocoe.org/300/Financial-Reports>. The city processes payroll in-house. The city has two pension plans, one for general employees and one for police and fire employees. Employees do not participate in the state pension plan. The city operates a health center for its employees and is

self-funded for health and worker's compensation insurances.

2. General Information

- a. The accounting system is a web-based application. The financial software is American Data Group (ADG): Purchasing, A/P, A/R, G/L, Payroll, Utility Billing, and Licensing. The City utilizes Clear Village software for Permitting.
- b. Vendor checks are processed on a weekly basis. Purchase orders are issued as evidence of commitments. There is an encumbrance entered against the expenditure account at the time of commitment and liquidated at the time of payment.
- c. Payroll is processed on a bi-weekly basis. The City currently has approximately 390 full-time budgeted positions and 48 part-time budgeted positions. There are no substantial fluctuations in personnel during the year.
- d. The City calculates billing amounts in house for utility customers.
- e. The revenue and expenditure budgets for General Fund and enterprise funds are integrated into the accounting system.
- f. As of September 30, 2020
 - Total Assets were \$310,781,725
 - Long-term debt obligations were \$93,051,368

3. Accounting Policies and Procedures

See (Exhibit A) for information on our significant accounting policies.

SCHEDULE OF AUDIT WORK

It is required that the Comprehensive Annual Financial Report be published by March 31st of each year. The firm selected must be able to meet the following schedule which indicates approximate completion dates (***dates may be adjusted for first year***):

Following a signed contract	Interim field work
December 31 st	The City will have adjustments made, books closed and trial balance prepared
March 1 st	The Audit completed
March 22 nd	Review of Comprehensive Annual Report completed

The selected firm will be required to sign a contract with the City to provide the required services. The exact schedule will be set on an annual basis and agreed upon by both parties. The fiscal years ended September 30, 2022, 2023, 2024 will be included in this RFP. Renewal options for (2) one-year renewal periods may be negotiated. In addition, the firm must be flexible to expand the scope of services, at a negotiated price, in order to provide professional expertise and support. The City will maintain the right to cancel the contract if auditor performance is unsatisfactory.

INFORMATION REQUESTED FROM THE FIRM

In order to simplify the review process and obtain the maximum degree of comparison, the firm should use the following format in responding to the RFP. Any Proposal failing to conform to these specifications may be subject to rejection.

A. Title Page

Include the title "Proposal for Auditing Services", the name of the firm, local address, telephone number, name of the contact person, and the date.

B. Table of Contents

Include a clear identification of the material by section and page number. Include a statement that all working papers and reports will be retained at auditors' expense for a minimum of five years after release of audit, unless the firm is notified in writing by the City of the need to extend the retention period. The firm will be required to make working papers available, without charge, to the City upon request.

C. Letter of Transmittal

Limit to one or two pages and include the following:

1. Understanding of the work to be done and a positive commitment to perform the work within the scheduled timeframe.
2. State the name of the person who will be authorized to make representations for the firm, their title, address, and telephone number.
3. State whether the firm is local, regional, national, or international.
4. State the location of the office from which the work is to be done and the number of professional staff at that office.

D. Mandatory Criteria

1. Affirm that the firm is properly licensed to practice public accounting in the State of Florida and that all supervisory personnel assigned to the audit are CPAs. Attach copies of licenses for key personnel assigned to this contract.

E. Firm's Qualifications

1. Describe the firm's recent (last 5 years) governmental experience, emphasizing work of the local office and provide a contact name and phone number for each. Attach client references.
2. Describe staff training programs.
3. Give indications of the firm's depth in the governmental audit areas, specifically, conducting municipal audits.
4. Describe the firm's commitment to the governmental sectors.
5. Does the firm participate in the AICPA's peer quality review program? If so, indicate time of last review and results.
6. Describe the management advisory services the firm provides and indicate which of those services are provided at the local level.

F. Personnel Qualifications

Identify manager and all other supervisory personnel that will be assigned to this audit. Include resumes that identify experience in governmental audits, and indicate type and amount of continuing education. Include any other data that will indicate personnel's ability to perform the services described. Any reduction in the level of qualifications and expertise of personnel during the term of the contract must be consented to by the City.

G. Audit Approach

Submit a work plan to accomplish the scope of the RFP. The work plan should include descriptions and time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named. The planned use of specialists should be specified. Indicate your ability to meet the schedule outlined in the Schedule of Audit Work. Indicate to what extent statistical sampling techniques and analytical procedures will be employed. Identify whether audit software and/or electronic spreadsheets are utilized. In addition, what approach is proposed for gaining and documenting the auditor's understanding of the internal control structure?

H. Price Proposal

Companies/Respondents should provide their prices for each year as requested on the Price Proposal Form. Prices quoted should be all inclusive. Please note that the City may not require to have a single audit each year. Renewal options for (2) one-year renewal periods may be negotiated.

I. Include all other forms listed on the Table of Contents or requested within this RFP to be submitted with your proposal:

- Drug-free Workplace Program
- Conflict of Interest Disclosure Form
- Company Information and Signature Sheet
- Summary of Litigation
- Acknowledgement of Addenda

EVALUATION OF PROPOSALS

Proposals will be reviewed and evaluated by an auditor selection committee based upon the following criteria and information requested from the firm:

1. Responsiveness of the proposal related to the scope of work.
2. Ability, capacity, and skill of the audit firm to perform the services on a timely basis.
3. Responses of the client references.
4. Experience of the firm and individual members of the firm in conducting municipal audits.

The firms will then be shortlisted based upon the scores they receive for the following:

Firm's Qualifications	0-30 points
Personnel Qualifications	0-30 points
Audit Approach	0-25 points
Price Proposal	0-15 points

The criteria for evaluation shall be based on the criteria listed above. The City reserves the right, before awarding the contract, to require a Respondent to submit such evidence of its qualifications as the City may deem necessary and may require interviews or formal presentations of the firms. The City shall be the sole judge of the competency of Respondents.

Proposals will be reviewed by the Auditor Selection Committee to evaluate and/or shortlist proposals. The date, time, and location of any scheduled Auditor Selection Committee meeting(s) for this RFP will be noticed publicly and posted on Merrell Source To Contract (f/k/a Negometrix). The City Commission's decision to endorse or modify the ranking by the Auditor Selection Committee shall be final. The City Commission shall be the final authority in the award or rejection of any all responses. Please be aware that all City Commission meetings are duly noticed public meetings and that all documents submitted to the City as a part of a proposal constitute public records under Florida law.

The person signing the signature sheet on behalf of the Respondent must have the legal authority to bind the Respondent to the submitted Proposal and shall be understood to do so. All expenses for providing a Proposal to the City shall be borne by the Respondent.

All Respondents shall be notified via Merrell Source To Contract (f/k/a Negometrix) or other means of the Evaluation Committee's recommendation and/or ranking of firms to the City Commission. The successful Respondent shall be issued a Notice of Award and is required to execute a contract with the City. Upon the successful negotiation of the contract, the contract will be executed by both parties.

No proposal may be withdrawn and all proposed prices shall remain firm for a period of one hundred-twenty (120) days after the time and date scheduled for the proposal deadline.

TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFP	Request for Proposals published
21 days later	Last day for questions
30 days later	Proposals are due
35 days later	Proposals distributed to auditor selection committee
60 days later	Auditor Selection Committee meeting held to short-list
75 days later	Auditor Selection Committee to Interview, if necessary, and rank the short-listed firms for award.

Dates are estimated and subject to change at the City's discretion.

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PRICE PROPOSAL FORM
RFP #22-003 AUDITING SERVICES

COMPANY NAME _____

**A. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES AS DESCRIBED IN
RFP #22-003 FOR FISCAL YEARS ENDING 2022, 2023, 2024:**

2022 \$ _____.

2023 \$ _____.

2024 \$ _____.

TOTAL \$ _____.

B. ANNUAL PRICE PROPOSAL FOR SINGLE AUDIT FEE:

2022 \$ _____.

2023 \$ _____.

2024 \$ _____.

TOTAL \$ _____.

**C. ANNUAL PRICE PROPOSAL FOR ASSISTANCE AND/OR REVIEW OF THE
COMPREHENSIVE ANNUAL FINANCIAL REPORT, IF REQUIRED:**

2022 \$ _____.

2023 \$ _____.

2024 \$ _____.

TOTAL \$ _____.

D. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES FOR COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEARS ENDING 2022, 2023, 2024:

2022 \$ _____.

2023 \$ _____.

2024 \$ _____.

TOTAL \$ _____.

(Renewal options for (2) one-year renewal periods may be negotiated for services provided in items A through D).

Date

Company Name

FL License Number

Authorized Officer (print)

Authorized Signature



EXHIBIT "G"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

RFP #22-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF SERVICES/PRICE PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

____ Individual ____ Corporation ____ Partnership ____ Other (Specify) _____

Sworn to and subscribed before me this _____ day of _____, 20 ____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____

County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

EXHIBIT A
Summary of Significant Accounting Policies
(7 pages, numbered 31-37)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The City of Ocoee, Florida ("the City") is a political subdivision of the state of Florida located in Orange County and was established by the Laws of Florida 10951 (1925). The legislative branch of the City is comprised of a five-member elected Commission, which is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy; the execution of such policy is the responsibility of the City Manager appointed by the Commission.

In evaluating how to define the government, for financial reporting purposes, the City has considered all potential component units. The definition of the reporting entity is based primarily on the notion of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body, and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. A primary government may also be financially accountable for governmental organizations that are fiscally dependent on it.

A primary government has the ability to impose its will on an organization if it can significantly influence the programs, projects or activities of, or the level of services performed or provided by, the organization. A financial benefit or burden relationship exists if the primary government (a) is entitled to the organizations' resources; (b) is legally obligated or has otherwise assumed the obligation to finance the deficits of, or provide financial support to, the organization; or (c) is obligated in some manner for the debt of the organization. Additionally, the primary government has operational responsibility for the component unit. In applying the above criteria, the City has one blended component unit as follows:

The City of Ocoee created the Community Redevelopment Agency (CRA) in May of 2006. This is a dependent taxing district established in accordance with Chapter 163, Part III, Florida Statutes. Notification to affected taxing agency was done in compliance with Chapter 163.346, Part III, Florida Statutes. The incremental annual increase in tax over the base years will be used to fund projects designed to enhance and improve the described area. The purpose of the CRA is to utilize appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas in designated areas within the City. Areas within the CRA are to be redeveloped as an economically sustainable and attractive mixed-use area offering a high quality local destination in a manner that promotes a positive image for the City.

The Ocoee Community Redevelopment Plan was adopted in Resolution No. 2006-007 by Ocoee City Commission to govern the use of these resources. The CRA is governed by a board of seven - the five members of the Ocoee City Commission and two individuals appointed by the City Commission. One of the appointed individuals is nominated by Orange County. The adoption of Ordinance No. 2006-012 established the Redevelopment Trust Fund to account for all transactions generated by activity in the CRA. The Community Redevelopment Agency serves to renew economic interest and improve commercial diversity and viability to Ocoee's redevelopment area known as 50 West and includes the State Road 50 corridor and surrounding area. The City approves the budget, provides funding and performs all accounting functions for the CRA. The CRA's services are provided exclusively to the City.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements; however, interfund services provided and used are not eliminated. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

The government reports the following funds:

Major Governmental Funds

General Fund - the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Road Impact Special Revenue Fund - accounts for road impact fees collected from new developments which are restricted for use for planning, acquisition, expansion and development of improvements to the road system.

2017 Capital Projects Fund - accounts for the resources to finance the Capital Improvements to the downtown area of the City. Some of the planned projects are City Hall Relocation, Bluford Avenue Reconstruction, Lakeshore Center Expansion, Lakefront Park Improvements, and the reconstruction of various downtown streets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Nonmajor Governmental Funds

Special Revenue Funds - account for specific revenue sources that are legally restricted or committed to expenditures for specific purposes other than debt service or capital projects.

Debt Service Funds - account for the accumulation of resources for the payment of principal and interest on certain long-term debt.

Capital Projects Funds - account for financial resources segregated for the acquisition or construction of major capital facilities.

Major Proprietary Funds

Water and Wastewater Utility Fund - used to account for the operations of the City's water and wastewater systems, which are financed in a manner similar to private business enterprises, where the costs, including depreciation, of providing services to the general public on an ongoing basis are financed primarily through user charges.

Stormwater Utility Fund - accounts for the operation and maintenance of the City's stormwater system and payment of related debt.

Solid Waste Utility Fund - accounts for the operation and maintenance of the City's solid waste collection and disposal system.

Other Fund Types

Pension Trust Funds - account for activities of police officers, firefighters and general employees' retirement plans which accumulate resources for pension benefit payments to qualified employees.

Internal Services Fund - accounts for self-insurance activities of the City.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are other charges between the City's water and wastewater function and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's Water and Wastewater Utility, Solid Waste, and Stormwater Utility funds are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deposits and Investments

The government's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments of the City are reported at fair value within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*, except for the position in the Florida State Board of Administration's Investment Pool (LGIP). In accordance with state law, the LGIP operates in conformity with all the requirements of the Securities and Exchange Commission's (SEC) Rule 2a7 as promulgated under the Investment Company Act of 1940, as amended. Accordingly, the LGIP's qualify as 2a7-like pools and are reported at the net asset value per share (which approximates fair value) even though it is calculated using the amortized cost method. The Florida State Board of Administration is subject to regulatory oversight by the State of Florida, although it is not registered with the SEC. The City's investments consist of investments authorized per the investment policy adopted in accordance with Section 218.415, Florida Statutes.

Receivables and Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances".

Advances between funds, as reported in the fund financial statements, are offset by a non-spendable fund balance account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All receivables are shown net of an allowance for uncollectibles. The County bills and collects property taxes and remits them to the City. City property tax revenues are recognized when levied to the extent that they result in current receivables.

All property is reassessed according to its fair value on the lien date, or January 1 of each year. Taxes are levied on October 1 of each year. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. On or around May 31 following the tax year, certificates are sold for all delinquent taxes on real property.

Inventories and Prepaid Items

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. These are recorded as expenditures when consumed rather than when purchased.

Restricted assets

Certain proceeds of the City's enterprise fund revenue bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants. Assets so designated are identified as restricted assets on the balance sheet.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment of the City are depreciated using the straight line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	10-30
Improvements	20-40
Infrastructure	30-50
Intangible Assets	5-10
Equipment	5-10

Compensated absences

It is the City's policy to permit employees to accumulate earned but unused personal leave benefits. Since the City's policy is to pay accumulated personal leave when employees separate from service, all personal leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. For governmental funds, compensated absences, other post-employment benefits and net pension liability are generally liquidated by the General Fund.

Long-term obligations

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses.

Deferred outflows/inflows of resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items that qualify for reporting in this category. The deferred charge on refunding and deferred outflows of pension and OPEB earnings reported in the enterprise and government-wide statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has one item that qualifies for reporting in this category, deferred inflows of pension and OPEB earnings.

Net position flow assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund balance flow assumptions

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted first before using any of the components of unrestricted fund balance. Further when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Commission is the highest level of decision making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classifications are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The Commission has the responsibility for assigning fund balance. The commission may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

New GASB Statements Implemented

In fiscal year 2020, the City implemented GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. This pronouncement provides temporary relief to governments and other stakeholders in light of the COVID-19 pandemic by postponing the effective dates of provisions in certain other statements. There was no effect on beginning balances of the City for the implementation of this statement.

NOTE 2 RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position

The governmental fund balance sheet includes a reconciliation between *fund balance - total governmental funds* and *net position-governmental activities* as reported in the government-wide statement of net position. One element of that reconciliation explains that "long-term liabilities are not due and payable in the current period and therefore are not reported in the funds." The details of this difference are as follows:

Notes Payable	\$ 3,527,000
Bonds Payable	36,675,000
Premium on Bonds Payable	2,785,389
Capital Leases Payable	2,386,421
Other Post Employment Benefits	3,130,125
Compensated Absences	2,460,891
Net Pension Liability	7,142,225
Accrued Interest Payable	42,889
Net Adjustment to Reduce Fund Balance - total governmental funds to arrive at net position - governmental activities	\$ 58,149,940

Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-Wide Statement of Activities

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between *net changes in fund balances - total governmental funds* and *changes in net position of governmental activities* as reported in the government-wide statement of activities. One element of that reconciliation explains "Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense." The details of this difference are as follows:

Capital Outlay	\$ 7,067,880
Depreciation Expense	(6,137,622)
Net Adjustment to Decrease Net Changes in Fund Balances - total governmental funds to arrive at changes in net position of governmental activities	\$ 930,258

PROPOSED AGREEMENT FOR AUDITING SERVICES

This agreement is entered into this ____ day of _____, 2022 between the **City of Ocoee**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and _____, a firm of Certified Public Accountants registered and licensed in the State of Florida, hereinafter referred to as the "Auditors".

WITNESSETH:

That for and in consideration of the mutual performance of the terms and conditions herein, both parties agree, as follows:

SECTION 1: PURPOSE AND SCOPE OF THE ENGAGEMENT

1. Except as set forth in Section 8 hereof, the audit will be performed as indicated in Request for Proposals "RFP" #22-003 and addenda, "Exhibit A", and will encompass the City's financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information (collectively the "financial statements") as of and for the fiscal year ended September 30, 2022, September 30, 2023, and September 30, 2024, and shall be accomplished in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act of 1996, the provisions of uniform guidance and the provisions of Section 11.45, *Florida Statutes*. The Auditors shall utilize the guidance provided in the AICPA audit guide, Audits of State and Local Governments. The Auditors shall also consider any specific grant, bond or other legal covenant or requirement in performing the audit. The objective of an audit is the expression of opinions concerning whether the financial statements present fairly, in all material respects, the financial position of the City and the results of its operations and cash flows of its Proprietary Funds in conformity with accounting principles generally accepted in the United States of America.

As part of the audit, the Auditors shall consider the City's internal controls over financial transactions and assess control risk, as required by auditing standards generally accepted in the United States of America, for the purpose of establishing a basis for determining the nature, timing, and extent of auditing procedures necessary for expressing the Auditor's opinion concerning the financial statements. The Auditors shall also consider and test the City's internal control policies and procedures used in administering federal financial assistance programs. The management of the City is responsible for establishing and maintaining internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs for internal control policies and procedures. The objectives of internal controls are to provide City management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with City

management's authorization and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America. Because of the inherent limitation in any internal control structure, errors or irregularities may nevertheless occur and not be detected. Also, projection of any evaluation of internal controls to future periods is subject to the risk that procedures may become inadequate because of changes in conditions or that the effectiveness of the design and operation of policies and procedures may deteriorate.

As required by Government Auditing Standards, the Auditors shall prepare a separate written report on their understanding of the City's internal controls. The report shall include, but is not limited to: (1) the scope of the Auditors' work in obtaining and understanding of the internal controls and in assessing the control risk, (2) the City's significant internal controls including the controls established to ensure compliance with laws and regulations that have a material impact on the general purpose financial statements, (3) the reportable conditions, including the identification of material weakness, identified as a result of their work in understanding and assessing control risk and (4) all other matters normally included in a financial audit as defined by Section 11.45(1)(c), *Florida Statutes*.

The audit shall include, but not be limited to, procedures designed to provide reasonable, rather than absolute, assurance of detecting errors and irregularities that are material to the financial statements. The Auditors shall inform the City with respect to illegal acts or material errors or irregularities that come to their attention during the course of the audit.

Compliance with the laws and regulations, contracts, and grants applicable to the City is the responsibility of the City's management. As part of obtaining assurance about whether the financial statements are free of material misstatement, the Auditors shall perform tests of the City's compliance with certain provisions of laws, regulations, contracts, grants and other matters.

As required by uniform guidance and the Florida Single Audit Act, the Auditors shall consider and test the City's internal control policies and procedures used in administering Federal and State award programs. Based on this consideration and these tests, the Auditors shall assess risk and determine the nature, timing, and extent of testing compliance with requirements that, if not complied with, could have a material effect on a major Federal or State award program. However, tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in the Auditors report on internal control pursuant to uniform guidance.

In addition, the Auditors shall prepare a separate written Management Letter as defined by Section 11.45(1)(f), *Florida Statutes*, defined in Chapter 10.550, *Rules of the Auditor General*. A draft of the management letter shall be discussed with the City Manager or his designee before its issuance in its final form.

At the conclusion of each engagement, the City's management shall provide to the

Auditors a representation letter that, among other things, shall confirm management's responsibility for the preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America, the availability of financial records and related data, the completeness and availability of all minutes of City Commission meetings, and the absence of irregularities involving management of those employees who have significant roles relating to internal controls.

2. The Auditors shall assist and review the Comprehensive Annual Financial Report at the request of Management.
3. The Auditors shall be available to attend such public meetings as may be necessary for discussion of the final audit report.
4. The Auditors shall perform a substantial portion of the audit on City premises. The City shall furnish reasonable adequate working space that is well lighted, reasonable comfortable and proximate to accounting and accounting records.
5. The Auditors shall provide all equipment, materials, supplies and personnel services to perform the audit.

SECTION 2: AUDIT STANDARDS AND PROCEDURES

1. The Audit shall be performed by personnel outlined in the firm's response to Request for Proposals (RFP) #22-003, "Exhibit B". Any changes in senior level personnel from those identified in the proposal must be approved by the City's Finance Director.
2. The Auditors may reasonably utilize the City's staff to perform work of an assisting (data gathering) nature, consistent with auditing standards generally accepted in the United States of America, and whenever qualified City employees are reasonably available. This shall be coordinated with the Finance Director or designee.
3. The Auditors agree that the City and the Auditors are subject to the public records laws of the State of Florida with regard to records that are, in fact, public records. Public records, as defined by State law, shall be subject to said laws, but not records that are not public records. The Auditors shall be entitled to rely upon and assert all provisions of the State's public records laws relating to exemptions and confidentiality of records. The Auditors may be subject to the Public Records Laws only with regard to certain records in that all records. The Auditors assert that work papers for this Agreement are the property of the Auditors and constitute confidential information. Such work papers shall be maintained for a minimum of three (3) years after the date of a completed audit or as may otherwise be required by law. In addition to public records being subject to the provision of the State's public records laws, the Auditors may fully interact with other agencies of government in accomplishing the audit.

4. The Auditors shall not assign, sublet or otherwise dispose of, without first obtaining written consent of the City's Finance Director, the services to be performed pursuant to this Agreement, or any portion thereof.
5. All work and reports performed and submitted by Auditors pursuant to this Agreement shall be in accordance with applicable State and Federal laws, rules and regulations.
6. The City shall reasonably make available to the Auditors any and all financial records, books, supporting documents, City Commission minutes, policies, contracts, agreements, budgets, personnel assistance and any other records or requests as may be mutually considered necessary in the conduct of the aforesaid audit related services.
7. The Auditors shall coordinate with the City's Finance Director for the purpose of arranging an exit conference at the conclusion of the audit of the City and conduct said conference with the City Manager or his designee. A draft copy of all reports shall be provided by the Auditors to the Finance Director for inspection prior to the said audit exit conference meeting.
8. The Auditors shall keep adequate records and supporting documentation applicable to this Agreement. Said records and documentation shall be retained by the Auditors for a minimum of three (3) years from the issuance of the audit to the City Commission.
9. In order to properly serve the public interest, if the Auditors, in the course of their audit examination, should discover evidence pointing to a nonfeasance, malfeasance or misfeasance on the part of any officer or employee of the City or its agencies, the Auditors shall immediately give notice thereto to the City Manager unless the City Manager is the subject of the inquiry, in which case the notice shall be given to the Mayor and City Commission.
10. Audit Requirements for Fiscal Year September 30, 2022, September 30, 2023, and September 30, 2024 shall commence upon execution of this Agreement by both parties.
11. During the performance of this Agreement, the Auditors shall maintain in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 and shall not on the grounds of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any form or manner against said Auditors' employees or applicants for employment. Auditors understand and agree that this Agreement is conditioned upon the veracity of this statement of assurance. The Auditors shall comply with Title VI of the Civil Rights Act of 1964 when Federal grants are involved. Other applicable Federal and State Laws, executive orders, rules and regulations prohibiting discrimination as hereinabove referenced are included by this reference hereto, to include Vietnam era veterans within its protective range of applicability.

12. This Agreement shall be governed by the laws of the State of Florida. Venue for any actions arising out of the Agreement will lie in Orange County, Florida.

SECTION 3: FEES AND TERMS OF PAYMENT

1. The City shall pay the Auditors the total fee based on the firm's proposal submitted for RFP #22-003, "Exhibit B", for the audit of fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024. The parties hereto recognize that the firm's response to the RFP was based on a multi-year contract and that this contract is being executed for three (3) years; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The parties hereto agree that the total fee for the services set forth herein shall be as set forth on Exhibit "B" attached hereto and that said Exhibit "B:" shall control in the event of any conflict with the firm's proposal submitted in response to the RFP.
2. The Auditors will render interim billings as work progresses and the City agrees to pay the interim billings within 30 (thirty) days after receipt. Interim payments shall be determined by the percentage of work completed at the time an invoice is submitted.
3. The City shall pay the final billing within thirty (30) days after all the following conditions have been met:
 - a. Auditors have rendered their signed Independent Accountant's Report and applicable Internal Control and Compliance reports
 - b. Auditors have rendered the final Management Recommendation Letter
 - c. Auditors have submitted the Comprehensive Annual Report Financial Report in "printer's proof" format;
 - d. Auditors have provided the requisite copies of the Comprehensive Annual Financial Report.
 - e. All requested City Commission meetings and staff conferences have been completed.
4. The Auditors shall comply with all applicable labor laws regarding employment and pay of its employees. By entering into this contract, the awarded bidder is obligated to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes, but is not limited to utilization of the **E-Verify System** to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien

unauthorized to work in the USA. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately.

5. Compensation payable pursuant to Section 4 and any amendments to this Agreement may be withheld if the final audit report does not meet the requirements of Section 11.45, *Florida Statutes*, and/or any other State or Federal laws, rules and regulations applicable to said audits. Compensation may be withheld until all discrepancies are corrected and conform to above requirements.

SECTION 4: ADDITIONAL SERVICES

1. The Auditors are not required to render any information or services to employees of the City or to make any studies or investigations at the request of any individual, except herein provided for. However, the Auditors shall reasonably interact with and provide information to the Mayor, the City Commissioners and City staff. The Auditors shall respond to such incidental inquiries without additional charges to the City. If, in the Auditors' reasonable judgment, the level of time for such inquiries becomes substantial, the Auditors will notify the City Manager.
2. The City may, from time to time, desire the Auditor to change or increase the scope of work. This may include the addition of records and procedures in its audit program. Such requests for additional work will be submitted in writing to the Auditor by the Finance Director for consideration for approval by the City Commission. The Auditor will be compensated based on a negotiated hourly billing rate at the time of the approval. Additional services will be billed to the City separately.
3. The Auditors shall notify the City's Finance Director of any comments received from the Auditor General of the State of Florida regarding any deficiencies noted in the reports of the City.
4. The Auditors shall disclose any findings disclosed in Peer Review reports regarding the audit of the City.
5. The Auditors shall perform a full scope audit of the City, which includes an audit of the financial statements and compliance as required by Governmental Auditing Standards. Throughout the term of this Agreement, if significant increases or decreases in the required scope of the audit are necessary due to changes in regulatory or other authoritative pronouncements, the impact of these changes will be discussed to arrive at a new fee estimate. However, if changes occur that do not significantly affect those procedures normally performed under as full scope audit; no change in the fee will be necessary.

SECTION 5: INSURANCE

Prior to commencement and until termination of work for or on behalf of the City, the Auditors shall procure and maintain insurance of the types and to the limits specified in RFP #22-003.

The term "City" as used in this section of the Agreement is defined to mean the City of Ocoee itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

SECTION 6: FORCE MAJEURE

Auditor shall not be liable for any failures or delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions due to fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

SECTION 7: INDEMNITY

Each party ("Indemnifying Party") shall indemnify and hold harmless the other ("Indemnified Party") from any and all claims, suits, actions, liabilities and reasonable defense costs, in each case solely for bodily injury to individuals and physical damage to tangible property to the extent directly and proximately caused by the acts or omissions of the Indemnifying Party while the Auditor is engaged in the performance of services under this Contract; provided however, that if there is also fault on the part of the Indemnified Party, the forgoing indemnity shall be on a comparative fault basis, and provided further, however, that the City's obligation hereunder shall only exist to the extent permissibly by law and to the extent set forth in Section 768.28, *Florida Statutes*. As a condition to the foregoing indemnity obligations of the Indemnifying Party, the Indemnified Party shall provide with the Indemnifying Party with reasonable prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate with the Indemnifying Party in connection with such claims. The Indemnifying Party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing; provided, however, that the Indemnifying Party shall have no authority to admit liability on behalf of the Indemnified Party; and provided further, however, that the Indemnifying Party shall not be entitled to control the handling of any such claim against the Indemnified Party if the Indemnified Party asserts that there is also fault on the part of the Indemnified Party. The provisions of this Section are solely for the benefit of the parties hereto and not intended to grant any rights, contractual or otherwise to any other person or entity.

Because of the importance of the City's management's representations, the City agrees to release and indemnify Auditor and its personnel from all claims liabilities and expenses relating to its services under this Agreement attributable to any material misrepresentation by City management to the extent and limits permitted by law.

SECTION 8: CONTRACT PERIOD

This Agreement covers the City's fiscal years ending September 30, 2022, September 30, 2023, and September 30, 2024. Notwithstanding any provision contained in the RFP, it is agreed that the Agreement covers the audits for the fiscal year ending September 30, 2022, September 30, 2023, and September 30, 2024; renewal options for (2) one-year renewal periods may be negotiated. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement.

SECTION 9: TERMINATION

This Agreement may be terminated at will by the City at any time by giving thirty (30) days written notice thereof. In the event of such termination, the City shall pay the Auditors for the reasonable value of services rendered and expenses incurred by the Auditors, up to the effective date of such termination. The Auditors may only terminate this Agreement for cause.

Disputes arising under this Agreement (including, but not limited to, scope, nature and quality of services to be performed by the Auditor, the Auditors' fees and other terms of engagement) shall be submitted to mediation. A competent, and impartial third party, acceptable to both parties, shall be appointed to mediate and each disputing party shall pay in equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this Agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process.

SECTION 10: AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

The Auditors shall comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

SECTION 11: WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the City of any payment to the Auditors constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist, on the part of the Auditors, and the making of such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

SECTION 12: NON-ASSIGNABILITY

Neither party shall assign and Agreement without the prior written consent of the other party.

SECTION 13: HEADINGS

All articles and descriptive headings of sections in this Agreement are inserted for convenience only and shall affect the construction or interpretation hereof.

SECTION 14: NOTICES

- (a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have 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, to wit:

For City:
Finance Director
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761
(407)905-3190

For Auditors:

- (b) Either of the parties may change, by written notice as provided herein, the address or person for receipt of notice.

SECTION 15: CONFLICT OF INTEREST

The Auditors agrees that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

SECTION 16: SEVERABILITY OF INVALID PROVISIONS

If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 17: TIME OF THE ESSENCE

Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

SECTION 18: APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

SECTION 19: BINDING EFFECT

Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 20: CHOICE OF LAW AND VENUE

Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Circuit Court for the 9th Judicial Circuit of Florida for Orange County, Florida.

SECTION 21: CONSTRUCTION OR INTERPRETATION OF THE AGREEMENT

This Agreement is the result of *bona fide* arms length negotiations between the City and the Auditors and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

FIRM: _____

Print Name _____

By: _____
Name: _____
Title _____

Print Name _____

(Company Seal)

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

DATE: _____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2022.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2022,
UNDER AGENDA ITEM NO. _____.

SHUFFIELD, LOWMAN & WILSON, P.A.

By: _____
Scott A. Cookson, City Attorney

EXHIBIT A

RFP #22-003 and ADDENDA

(see attached)

EXHIBIT B

FIRM'S PROPOSAL TO RFP #22-003

(see attached)

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

February 24, 2022

**ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFP #22-003
AUDITING SERVICES**

This addendum shall modify and become a part of the original RFP documents for Auditing Services. This addendum consists of one (1) page. Respondents shall acknowledge receipt of this addendum in the space provided on Page 17 of the RFP. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFQ documents are as follows:

Q1. How many staff would be onsite during fieldwork and approximately how many weeks?

A1. **The number of staff and hours needed will depend upon the audit plan.**

Q2. Will the auditor prepare the separately issued financials for the CRA audit?

A2. **No.**

Q3. What were the fees for the prior 2 years for each of the financial audit, single audit and CRA audit?

	2019	2020
Audit	32,480	30,000
CRA Audit		5,000
Single Audit	4,500	-

A3.

Q4. Does the City anticipate any findings for 9/30/21 audit? If so, what type of findings?

A4. **We do not anticipate any audit findings.**

Joyce Tolbert

Joyce Tolbert, CPPB
Procurement Manager

cc: Evaluation Committee

Mayor
Rusty Johnson

City Manager
Robert Frank



Commissioners
Larry Brinson, Sr, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

March 1, 2022

ADDENDUM NO. TWO (2)
CITY OF OCOEE
RFP #22-003
AUDITING SERVICES

This addendum shall modify and become a part of the original RFP documents for Auditing Services. This addendum consists of two (2) pages. Respondents shall acknowledge receipt of this addendum in the space provided on Page 17 of the RFP. Failure to do so may subject the Respondent to disqualification.

Answers to questions received and/or amendments to the RFP documents are as follows:

- Q1. Will the General Employees Pension Plan and the Police and Fire Pension Plan continue to engage other independent auditors and issue stand-alone financial statements of each plan, as presented to the respective Pension Boards?
- A1. Yes.
- Q2. While the prior auditors did not make reference to "other auditors" in their auditor's reports in relation to these other Pension Plan audits, as noted in the questions above, was the audit work and reports of the "other auditors" made available to City Auditors in an effort to reduce the duplication of audit effort/procedures (and likewise audit costs)? If so, to what extent was the "other auditors" work made available?
- A2. The Current auditors requested copies of the actuarial reports only.
- Q3. Is the City anticipating any significant accounting software conversions in the next two years?
- A3. No.
- Q4. Aside from funding received under CARES and ARPA, does the City anticipate any significant new major funding sources or significant changes to current funding sources in the next year?
- A4. No.
- Q5. Does the City anticipate any significant changes in finance/accounting personnel in the next year?

A5. The Finance Manager and Chief Accountant will be replaced in the next several weeks. However, the Director will remain.

Joyce Tolbert

Joyce Tolbert, CPPB
Procurement Manager

cc: Evaluation Committee

EXHIBIT B

FIRM'S PROPOSAL TO RFP #22-003

(see attached)

PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS

A—TITLE PAGE

CITY OF OCOEE

Request for Proposal

RFP #22-003

Proposal for Auditing Services

Due Date: March 8, 2022 @ 2:00 P.M.

CONTACT

Timothy M. Westgate, CPA, Partner

twestgate@purvisgray.com

Purvis, Gray and Company, LLP

Certified Public Accountants

2847 SE 17th Street

Ocala, Florida 32301

352.732.3872

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Lakeland

purvisgray.com

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Working Papers Acknowledgement

Purvis, Gray and Company, LLP agrees that all the City's working papers and reports will be retained, at our expense, for a minimum of five years after release of the audit. We understand that the City will notify us, in writing, if the City needs to extend the retention period.

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PURVIS GRAY

City of Ocoee, Florida
Attention: Audit Selection Committee
Ocoee, Florida

C—Transmittal Letter

We appreciate the opportunity to present Purvis, Gray and Company, LLP (Purvis Gray) to your Audit Selection Committee and would take great pride in being selected to serve as your auditors for the City of Ocoee, Florida (the City).

1—Understanding the Scope of Services

We have received your request for *Auditing Services* for the years ending September 30, 2022 through 2024, with renewal options for 2 one-year renewal periods. **We understand the scope of services to be performed, and we give you our express commitment to meet or exceed the performance specifications and time requirements stated in the Scope of Services, pages 18 through 20, in your RFP.** Our proposal is submitted in good faith without collusion or fraud.

2—Representations for the Firm

Your audit will be conducted from our Ocala office and your point of contact is listed below:

Mr. Timothy M. Westgate, CPA
Audit Partner
2347 SE 17th Street
Ocala, Florida 34471
352.732.3872
twestgate@purvisgray.com

3—State-Wide CPA Firm

Purvis Gray is a **state-wide CPA firm** employing over 100 professionals and support staff in our Ocala, Gainesville, Tallahassee, Sarasota, Orlando, and Lakeland offices. We have recently announced the addition of our seventh office, soon to be opened in Tampa, Florida. Our multiple office locations throughout the state are the result of **organic growth** from within the firm, without merger or acquisition, which we attribute to our pursuit of **technical excellence and superior client service**. Our Florida based focus allows us the best position to know the operating environment and communities of our audit clients. We celebrated our 75th anniversary last year, and we have audited and advised Florida local governments almost since our inception in 1946.

4—Local Office

The City's audit would be conducted primarily out of our Ocala office with assistance from our other offices, as needed. Purvis Gray operates on a departmental basis rather than an office basis. All of the firm's resources are available to all of the firm's clients and are utilized in that fashion to provide the best possible service. This ensures that we draw upon the knowledge of our specialists in the governmental field, as well as the full resources of the entire team. Our audit staff consists of a total of 8 partners, 6 directors, 7 managers, and 20 professional staff. Also, as a member of BDO Alliance USA, we are able to provide our clients with access to the technical resources and manpower of the fifth largest accounting firm in the world, combined with our hands-on local service and knowledge.

City of Ocoee, Florida
Attention: Audit Selection Committee
Ocoee, Florida

Our People

The best part of Purvis Gray is our people. The individuals comprising your audit team have chosen careers in governmental auditing and are committed to our governmental clients and their industry. You will not have to train our auditors; we do not randomly rotate staff, and **you will regularly see partners, directors, and managers in the field, which is a hallmark of our service that sets us apart from other firms that often provide only inexperienced staff with little or no manager or partner participation. We believe that the in-depth knowledge and experience of the individuals actually in the field performing your audit fieldwork will result in a superior audit product for the City.**

Understanding Information Technology (IT) Risks

One of the prominent business risks affecting governmental entities today is information technology. Cyber security over the very financial systems that we audit is a major focus of the City and Purvis Gray. Mr. Michael Sandstrum, the IT Director assigned to your engagement, has many years of experience auditing information systems, and maintains the CPA, CISA, CISM, CITP, and CGMA certifications. **Michael's extensive experience in accounting, auditing, IT auditing, and security management is paramount in understanding and evaluating the City's IT environment and risks as a part of our financial audit of the City.**

Governmental Audit Experience

We have considerable experience serving local governmental entities throughout the state of Florida since 1946. **We are currently providing auditing services to twenty-seven Florida municipalities (most of which operate water and wastewater utilities), six Florida counties, nine Florida school boards, five rural electric cooperatives, and many other governmental special districts and non-profit organizations. We believe our combined experience serving municipalities and utilities is unmatched in Florida.** Most of our governmental audits include **Federal and State Single Audits**, so we stay up to date on the latest changes from both the federal and state sources, including the recent **Uniform Guidance**. We have audited hundreds of different **federal and state grant programs**, including all of the state and federal agencies that fund the City's programs.

Member of BDO Alliance USA

We are an independent member of the **BDO Alliance USA**, a national association of independently owned accounting and consulting firms that partner with BDO, a nationally recognized CPA firm, to provide us access to additional national resources for the benefit of our clients. By supplementing our services, the **BDO Alliance USA** allows us to:

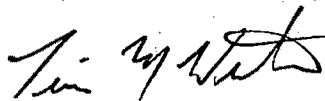
- Enhance our client services and broaden our capabilities overall.
- Gain **greater technical knowledge** in specialty areas with the depth of resources available to international firms.
- Utilize other **nationwide professionals** with experience in governmental and other industries.

Authorization to Represent the Firm

Timothy M. Westgate, CPA will be the partner in charge of the City's audit and is authorized to represent the firm in this matter.

Respectfully Submitted,

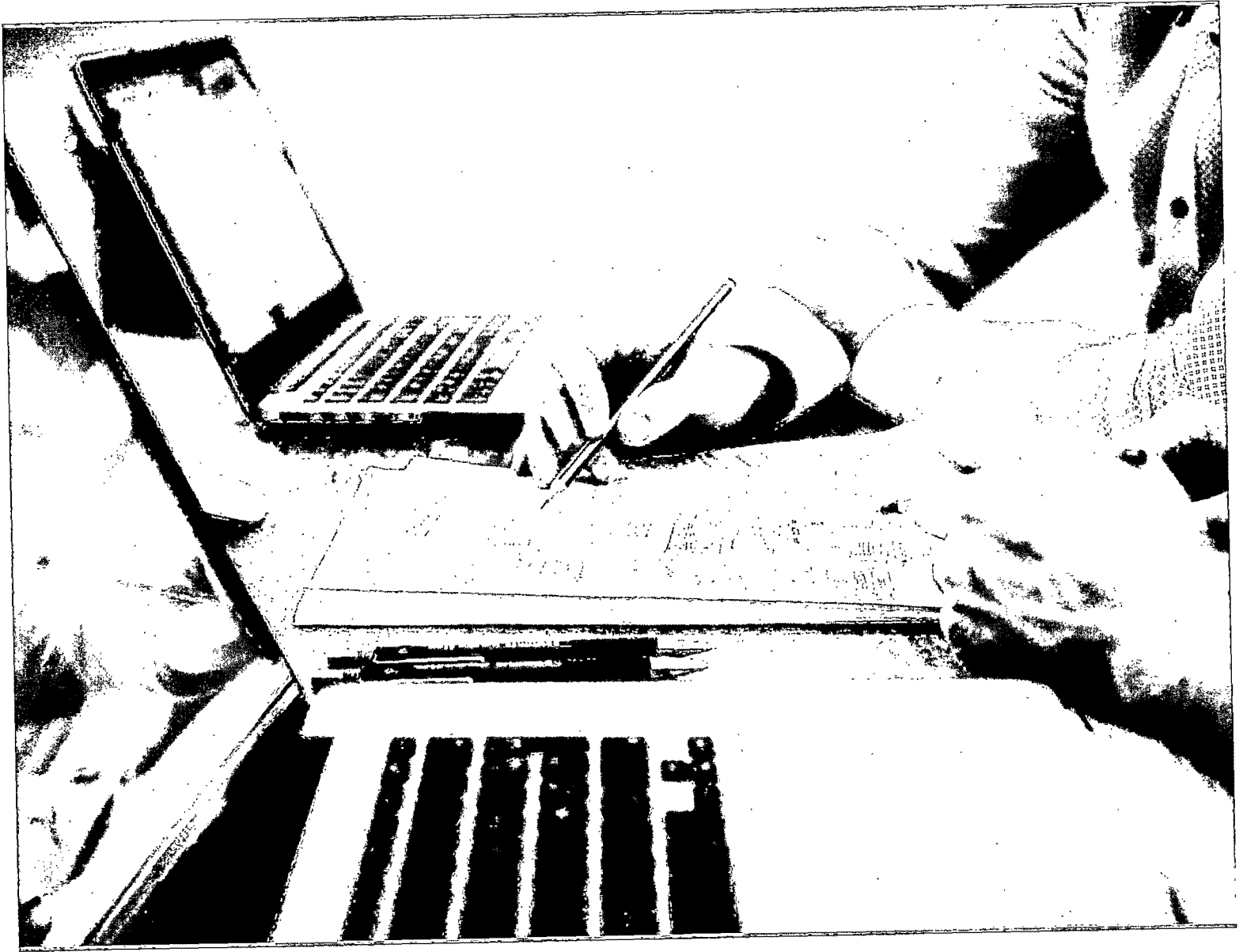
PURVIS, GRAY AND COMPANY, LLP



Timothy M. Westgate, CPA, Audit Partner

TMW/asb

D—MANDATORY ELEMENTS

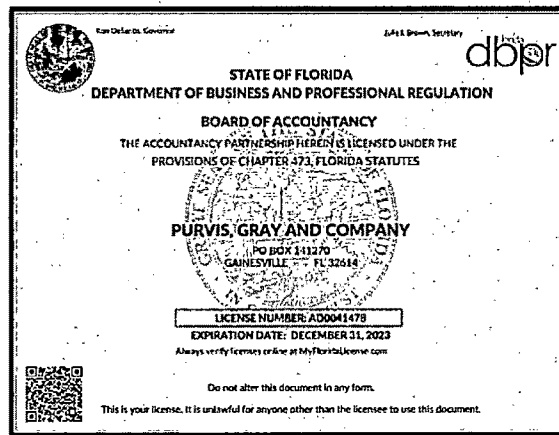


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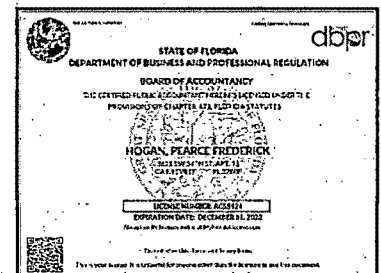
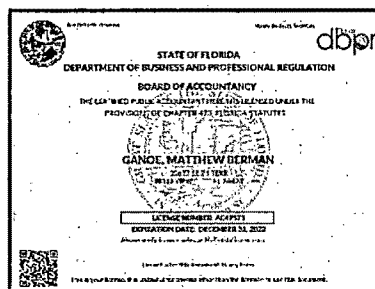
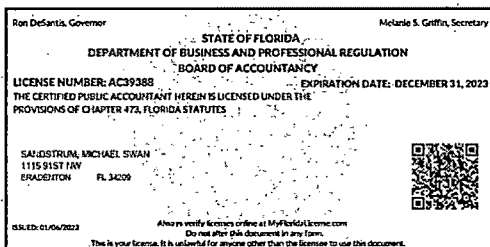
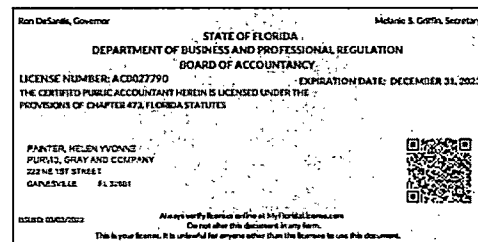
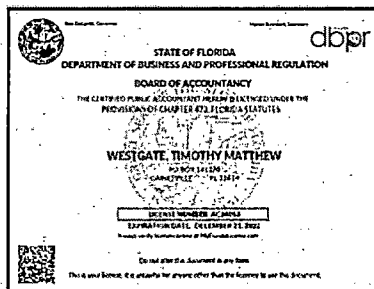
1—License to Practice in Florida

Firm Current License

We are properly licensed and registered for public practice in the State of Florida, and our professional staff are properly licensed and registered to practice as certified public accountants in the State of Florida or are “exam-eligible”. A copy of our firm license to practice in Florida is shown below:



Audit Team Members Current CPA Licenses



D—MANDATORY ELEMENTS

Public Entity Crime Statement

Purvis Gray affirms that neither the firm nor any person associated with the firm who will work on this engagement has been placed on the convicted vendor list as defined by Florida Statute Section 287.017.

Employment Eligibility Verification

If we are selected as your auditors, we will comply with utilizing the U.S. Department of Homeland Security's Employment Verification Program (E-Verify) to verify the employment eligibility of our employees performing the work directly associated with the Agreement in your request for proposal, in accordance with the terms and conditions applicable to the E-Verify Program.

E—FIRM'S QUALIFICATIONS



E—FIRM'S QUALIFICATIONS

1—References

CITY OF ST. CLOUD, FLORIDA

Ms. Wendy Callazo, Director of Finance
1300 9th Street
St. Cloud, Florida 34769

(407) 957-7311
Wendy.Callazo@stcloud.org

Date—September 30, 1979 to 2008; and 2012 to Present

Engagement Partner—Timothy M. Westgate, CPA

Engagement Senior Manager—Matthew B. Ganoe, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal and state grant programs, and community redevelopment agency. Participates in the GFOA Certificate Program.

CITY OF OVIEDO, FLORIDA

Mr. Jerry Boop, CPA, CGFO, Director of Finance
400 Alexandria Blvd.
Oviedo, Florida 32765

(407) 971-5544
jboop@cityofoviedo.net

Date—September 30, 2019 to Present

Engagement Partner—Helen Y. Painter, CPA

Engagement Senior Manager—Matthew B. Ganoe, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal grant programs. Participates in the GFOA Certificate Program.

CITY OF DELTONA, FLORIDA

Ms. Mari Leisen, Finance Director
2345 Providence Blvd.
Deltona, Florida 32725

(352) 789-7230
MLeisen@deltonafl.gov

Date—September 30, 1995 to Present

Engagement Partner—Timothy M. Westgate, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal and state grant programs, defined benefit pension plans, and a Community Redevelopment Agency. Participates in the GFOA Certificate Program.

E—FIRM'S QUALIFICATIONS

CITY OF OCALA, FLORIDA

Mr. Emory Roberts, Jr., Director of Finance
110 S.E. Watula Avenue, 3rd Floor
Ocala, Florida 34471

(352) 629-8229
eroberts@ocalafl.org

Date—September 30, 2000 to Present

Engagement Partners— Timothy M. Westgate, CPA, and Mark A. White, CPA

Engagement Senior Manager—Matthew B. Ganoe, CPA

Scope of Work—Audit of all City operations, including Single Audit of federal and state grant programs, three defined benefit pension plans, and a Community Redevelopment Agency. Participates in the GFOA Certificate Program.

2—Training Programs



Client accounting staff are invited to attend our continuing education classes; full-day sessions are usually scheduled in January and October of each year at no cost. Our classes are usually held at our Ocala office and/or offered remotely. In addition, through our membership in the BDO alliance, our clients can also access courses provided by BDO at no cost.

As members of the Government Audit Quality Center of the AICPA, each CPA is required to obtain eighty hours of continuing professional education every two years. The continuing professional education material is presented by nationally prominent accounting professors and other individuals who have thorough knowledge of auditing local governments. ***Your audit team members are in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), Government Auditing Standards. Beginning on page 25, your audit team members' résumés provide more specific listings of their continuing education.***

Our partners, directors, managers, and senior staff members also attend annual conferences sponsored by the FSFOA, RUS, FECA, FGFOA, FMEA/FMPA, and FACC where they attend and teach continuing education classes that deal with new GASB and FASB pronouncements, current issues in Florida law, and other similar topics.

E—FIRM'S QUALIFICATIONS

Members of the audit team assigned to the City's audit have attended numerous courses on governmental auditing and have participated in audits of numerous cities, counties, school boards, and other utilities. *In addition, all of our Audit Department personnel are in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), Government Auditing Standards.* The following is a brief list of some of the governmental continuing education class topics that our partners and supervisory-level staff have recently taught:

- ▶ Auditing Update—Hot Topics for Fiscal Officers and Auditors
- ▶ The New Single Audit Requirements
- ▶ Debt-Accounting, Covenants, Compliance
- ▶ State-Shared and Local Option Revenues
- ▶ Governmental Compliance Auditing in Florida—Local Laws and Regulations
- ▶ Internal Controls for Managers
- ▶ The State Financial Emergency Law
- ▶ The New Pension Accounting Standards: A Game Changer!
- ▶ Understanding the New COSO Framework
- ▶ Internal Controls and Fraud and GASB Update
- ▶ The New Federal "Omni Circular" Effects on the Auditee and Auditor
- ▶ GASB Update
- ▶ Understanding the Statement of Cash Flows
- ▶ GASB 84 - Fiduciary Activities
- ▶ GASB 87 - Leases
- ▶ Grant Accounting and the Single Audit
- ▶ Understanding Your Power Cost Adjustment

3—Areas of Audit Experience

Governmental Experience

Audits we currently perform for governmental-type clients are listed below. These audits were conducted in accordance with *Government Auditing Standards* and Federal and State Single Audits were performed, when applicable. We have identified each entity, the local office of performance, and dates of service. (ACFR) Indicates inclusion of preparation of an Annual Comprehensive Financial Report in the engagement.

E—FIRM'S QUALIFICATIONS

Municipalities

- ▶ City of Alachua—(Gainesville)—2009 to Present—(ACFR)
- ▶ City of Atlantic Beach—(Gainesville)—2004 to Present
- ▶ City of Bartow—(Sarasota)—2008 to Present
- ▶ City of Belleview—(Ocala)—2007 to Present
- ▶ City of Bushnell—(Ocala)—1995 to Present—(ACFR)
- ▶ Town of Bronson—(Gainesville)—2006 to Present
- ▶ City of Cedar Key—(Gainesville)—1987 to Present
- ▶ City of Center Hill—(Ocala)—2021 to Present
- ▶ City of Crestview—(Tallahassee)—2021 to Present
- ▶ City of Dade City—(Gainesville)—2014 to Present
- ▶ City of Deltona—(Ocala)—1995 to Present—(ACFR)
- ▶ City of Eustis—(Ocala)—1998 to Present
- ▶ City of Fort Meade—(Sarasota)—1996 to Present
- ▶ City of Frostproof—(Lakeland)—2020 to Present
- ▶ City of Gainesville—(Gainesville)—2018 to Present—(ACFR)
- ▶ City of Jacksonville Beach—(Tallahassee)—1996 to Present—(ACFR)
- ▶ City of Kissimmee—(Ocala)—2016 to Present—(ACFR)
- ▶ City of Live Oak—(Tallahassee)—2012 to Present
- ▶ City of Mount Dora—(Gainesville)—2017 to Present—(ACFR)
- ▶ City of Newberry—(Gainesville)—2013 to Present—(ACFR)
- ▶ City of Neptune Beach—(Gainesville)—2013 to Present
- ▶ City of Ocala—(Ocala)—2000 to Present—(ACFR)
- ▶ Town of Orange Park—(Gainesville)—2014 to Present
- ▶ City of Oviedo—(Ocala)—2019 to Present—(ACFR)
- ▶ City of St. Cloud—(Ocala)—2012 to Present—(ACFR)
- ▶ City of Williston—(Ocala)—2010 to Present
- ▶ City of Winter Springs—(Lakeland/Gainesville)—2021 to Present—(ACFR)

Counties

- ▶ Alachua County—(Gainesville/Tallahassee)—2018 to Present—(ACFR)
- ▶ Bradford County—(Gainesville)—1994 to Present
- ▶ DeSoto County—(Sarasota)—2001 to Present
- ▶ Gadsden County—(Tallahassee/Gainesville)—2010 to Present
- ▶ Marion County—(Ocala)—2001 to Present—(ACFR)
- ▶ Nassau County—(Gainesville/Tallahassee)—2005 to Present—(ACFR)

Community Redevelopment Agencies (CRAs)

- ▶ City of Alachua
- ▶ City of Bartow
- ▶ City of Belleview
- ▶ City of Dade City
- ▶ City of Deltona
- ▶ City of Eustis
- ▶ City of Fort Meade
- ▶ City of Gainesville
- ▶ City of Jacksonville Beach
- ▶ City of Kissimmee
- ▶ City of Live Oak
- ▶ City of Ocala
- ▶ City of Oviedo
- ▶ City of Sarasota
- ▶ City of Williston

E—FIRM'S QUALIFICATIONS

School Boards

- ▶ Alachua County District School Board
- ▶ Charlotte County District School Board
- ▶ Citrus County District School Board
- ▶ Clay County School Board
- ▶ Hernando County School Board (ACFR)
- ▶ Lake County District School Board (ACFR)
- ▶ Leon County School Board
- ▶ Levy County District School Board
- ▶ Marion County School Board (ACFR)
- ▶ The Villages Charter School, Inc.

Water, Sewer, And Gas Utilities

- ▶ City of Alachua
- ▶ City of Atlantic Beach
- ▶ City of Bartow
- ▶ City of Belleview
- ▶ Town of Bronson
- ▶ City of Bushnell
- ▶ City of Cape Coral
- ▶ DeSoto County
- ▶ City of Deltona
- ▶ City of Eustis
- ▶ City of Fernandina Beach
- ▶ Florida Gas Utility, Gainesville
- ▶ City of Fort Meade
- ▶ Gainesville Regional Utilities
- ▶ City of Green Cove Springs
- ▶ Hernando County
- ▶ City of Jacksonville Beach
- ▶ City of Lake City
- ▶ City of Lake Wales
- ▶ Lehigh Acres Municipal Services Improvement District
- ▶ City of Live Oak
- ▶ City of Mount Dora
- ▶ Nassau County
- ▶ City of Neptune Beach
- ▶ City of Newberry
- ▶ North Sumter County Utility Dependent District
- ▶ City of Oviedo
- ▶ City of Ocala
- ▶ Peace River Manasota Regional Water Supply Authority
- ▶ City of Sarasota
- ▶ City of St. Cloud
- ▶ Town of Orange Park
- ▶ Utilities Commission New Smyrna Beach
- ▶ Village Center Community Development District & Affiliates, The Villages
- ▶ City of Williston
- ▶ Withlacoochee Regional Water Supply Authority, Dade City

E—FIRM'S QUALIFICATIONS

Electric Utilities

- ▶ City of Alachua
- ▶ City of Bartow
- ▶ City of Bushnell
- ▶ Florida Municipal Power Association
- ▶ City of Fort Meade
- ▶ Gainesville Regional Utilities
- ▶ City of Green Cove Springs
- ▶ City of Jacksonville Beach
- ▶ Kissimmee Utility Authority
- ▶ City of Mount Dora
- ▶ City of Newberry
- ▶ City of Ocala
- ▶ City of St. Cloud
- ▶ City of Williston
- ▶ Utilities Commission New Smyrna Beach
- ▶ Withlacoochee Electric Cooperative, Inc.
- ▶ Sumter Electric Cooperative, Inc.
- ▶ Gulf Coast Electric Cooperative, Inc.
- ▶ Choctawhatchee Electric Cooperative, Inc.
- ▶ Peace River Electric Cooperative, Inc.



Special Districts

- ▶ Alachua County Library District
- ▶ Bartow Municipal Airport Development Authority
- ▶ Dog Island Conservation District
- ▶ East County Water Control District
- ▶ Florida Gas Utility
- ▶ Florida Municipal Power Agency
- ▶ Gainesville-Alachua County Regional Airport Authority
- ▶ Kissimmee Utility Authority
- ▶ Lake Wales Airport
- ▶ Lakewood Ranch Community Development District
- ▶ Lehigh Acres Municipal Services Improvement District
- ▶ North Sumter County Utility Dependent District
- ▶ Northwest Florida Water Management District
- ▶ Peace River Manasota Regional Water Supply Authority
- ▶ The Villages Community Development Districts
- ▶ Utilities Commission, City of New Smyrna Beach
- ▶ Withlacoochee Regional Water Supply Authority

E—FIRM'S QUALIFICATIONS

Defined Benefit Plans

- ▶ Munroe Regional Medical Pension Plan
- ▶ Florida Pest Control and Chemical Company, Inc. Pension Plan and Trust
- ▶ Clay Electric Cooperative Retiree Welfare Plan
- ▶ Kissimmee Utility Authority Pension Trust Fund
- ▶ City of Atlantic Beach, Florida General Employees' Retirement Plan
- ▶ City of Atlantic Beach, Florida Police Retirement Plan
- ▶ City of Bartow, Florida General Employees' Retirement Plan
- ▶ City of Deltona, Florida Firefighters' Pension Plan
- ▶ City of Deltona, Florida General Employees' Pension Plan
- ▶ City of Fernandina Beach, Florida General Employees' Pension Plan
- ▶ City of Fernandina Beach, Florida Police Officers' and Firefighters' Pension Plan
- ▶ City of Fort Meade, Florida General Employees' Pension Plan
- ▶ City of Fort Meade, Florida Police Officers' Pension Plan
- ▶ City of Fort Meade, Florida Firefighters' Pension Plan
- ▶ City of Gainesville Employees' Pension Plan
- ▶ City of Gainesville Police Officers' and Firefighters' Consolidated Pension Plan
- ▶ City of Gainesville Other Postemployment Benefits (OPEB) Plan
- ▶ City of Jacksonville Beach, Florida General Employees' Retirement System
- ▶ City of Jacksonville Beach, Florida Police Officers' Retirement System
- ▶ City of Jacksonville Beach, Florida Fire Fighters' Retirement System
- ▶ City of Live Oak, Florida Firefighter Pension Trust Fund
- ▶ City of Mount Dora, Florida Police Officers' Retirement Plan
- ▶ City of Mount Dora, Florida Firefighters' Retirement Plan
- ▶ City of Mount Dora, Florida General Retirement Plan
- ▶ City of Neptune Beach, Florida Police Officers' Pension Plan
- ▶ City of Ocala, Florida Police Officers' Pension Plan
- ▶ City of Ocala, Florida Firefighters' Pension Plan
- ▶ City of Orange Park, Florida Police Officers' Pension Plan
- ▶ City of Orange Park, Florida Firefighters' Pension Plan
- ▶ City of Orange Park, Florida General Employees' Pension Plan
- ▶ City of St. Cloud, Florida General Employees' Retirement Plan
- ▶ City of St. Cloud, Florida Police Officers' Retirement Plan
- ▶ City of St. Cloud, Florida Firefighters' Retirement Plan
- ▶ City of Sarasota, Florida General Employees' Pension Plan

Single Audit Experience

Federal Award Compliance – Uniform Guidance

If a Federal or State Single Audit is required (generally total federal or state grant expenditures exceeding \$750,000 during the audit period), the auditor is responsible for testing compliance with all major federal and state award programs. If a Federal or State Single Audit is required, each major program will be tested for the compliance requirements applicable to that program. **We are up to date on the new Uniform Guidance associated with Federal Grants, including the updated CARES Act compliance regulations, and we are continuously reviewing updates to the American Rescue Plan Act.**

E—FIRM'S QUALIFICATIONS

As a large audit firm with significant governmental experience, members of your audit team have participated in single audits of countless federal and state grant programs. Many of our single audits have included grants from the following Federal and State Departments, including numerous programs within each.

Federal Grant Programs

Federal Communications Commission
Federal Emergency Management Agency
National Endowment for the Arts
National Endowment for the Humanities
National Science Foundation
US Department of Agriculture
US Department of Agriculture Food and Nutrition Service
US Department of Aviation Administration
US Department of Children and Families
US Department of Commerce
US Department of Commerce NOAA
US Department of Defense
US Department of Economic Opportunity
US Department of Education
US Department of Education of Elementary Secondary Education
US Department of Election Assistance Commission
US Department of Energy
US Department of Environmental Protection Agency
US Department of Federal Highway Administration
US Department of General Services Administration
US Department of Health and Human Services
US Department of Homeland Security
US Department of Housing and Urban Development
US Department of Interior
US Department of Justice
US Department of Labor
US Department of Treasury
US Department of Transportation

State Grant Programs

Clean Florida Council
Executive Office of the Governor
Office of Early Learning
State Courts System
Florida Department of Agriculture and Consumer Services
Florida Department of Children and Families
Florida Commission on Tourism
Florida Department of Community Affairs
Florida Department of Corrections
Florida Department of Economic Opportunity
Florida Department of Elder Affairs
Florida Department of Emergency Management
Florida Department of Environmental Protection
Florida Department of Fish and Wildlife Commission
Florida Department of Health
Florida Department of Health and Rehabilitative Services
Florida Department of Highway Safety and Motor Vehicles
Florida Department of Housing Finance Corporation
Florida Department of Juvenile Justice
Florida Department of Legal Affairs and Attorney General
Florida Department of Library and Information Services
Florida Department of Management Services
Florida Department of Natural Resources
Florida Department of State
Florida Department of Transportation
Florida Department of Workforce Innovation

We are members of the AICPA Governmental Audit Quality Center (GAQC) which offers various programs and certifications in the Single Audit area. Several Purvis Gray staff have received Single Audit certifications, which indicates their expertise in this area.

GASB Experience



These include, but are not limited to, GASB No. 68 on *Pension Accounting*, GASB No. 75 on *Other Postemployment Benefits*, GASB No. 84 on *Fiduciary Activities*, and many others.

During the past several years, we have assisted governmental entities with implementing new GASB accounting and financial reporting standards that have significantly impacted their financial statements.

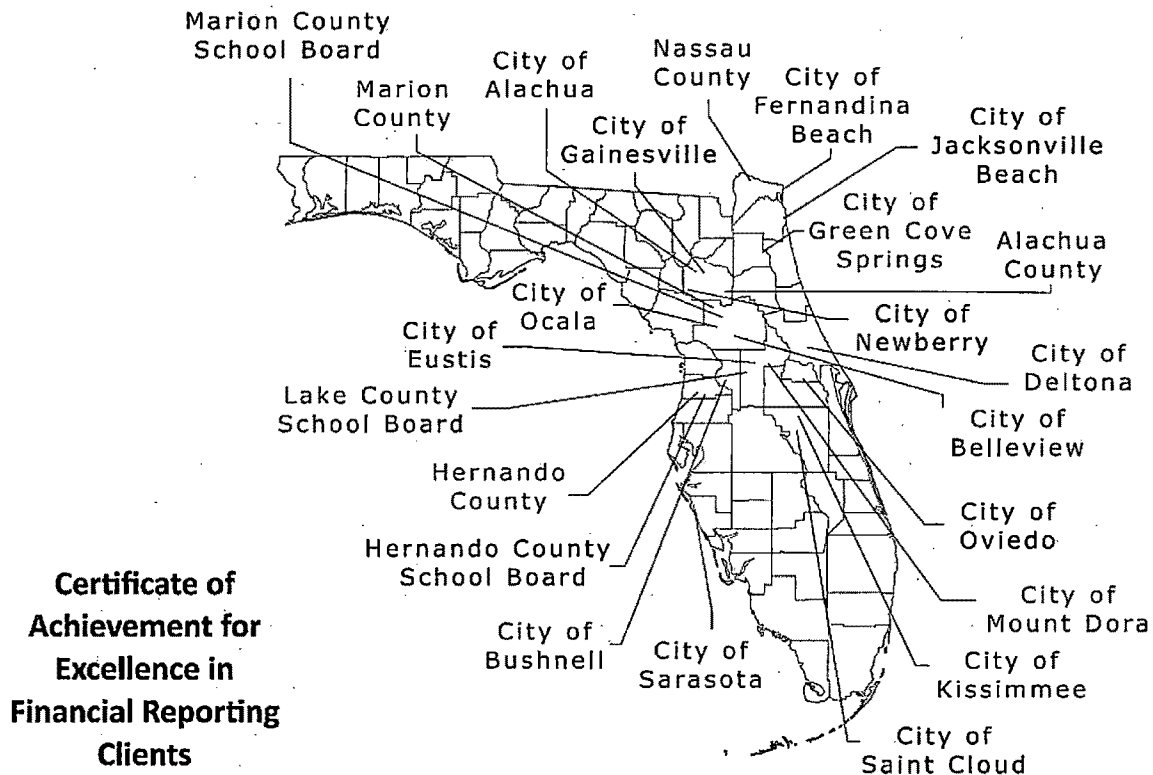
As we look ahead, there are several significant new GASB pronouncements that will impact the City's financial statements, primarily **GASB No. 87 on Leases**, which will require most long-term leases to be recorded on the City's financial statements as right-to-use assets and a corresponding lease obligations payable. **Your audit team is up to date on these and all other GASB pronouncements and stands ready to assist you in implementation.**

E—FIRM'S QUALIFICATIONS

Certificate of Achievement for Excellence in Financial Reporting



Several of our partners and managers are members of the FGFOA Technical Resources and Programs Committees. They serve on the GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting. As such, they review Annual Comprehensive Financial Statements on behalf of GFOA all through the year, learning new techniques and presentation to help the City maintain this award. Members of the audit team assigned to City's audit are members of FGFOA, attend FGFOA continuing professional education events, and have provided technical expertise and assistance to some of the following local governments and helped these governments receive the Certificate of Achievement for Excellence in Financial Reporting:



4—Commitment to the Water and Sewer Utility and Governmental Sectors

Because of our extensive experience with water and wastewater utilities, we are familiar with the financial, regulatory, political, and environmental issues surrounding your industry. As part of our firm's commitment to the utility industry, some of our partners have taught sessions on utility accounting, workorder costing, and continuing property record systems, accounting for other postemployment benefits (OPEB), and taxation of tax-exempt entities (tangible tax, gross receipts tax, sales tax, etc.). Our firm has also performed numerous special purpose consulting engagements for utilities.

E—FIRM'S QUALIFICATIONS

5—External Quality Control Review



AICPA
GAQC Member

Purvis Gray is a member of the AICPA's Governmental Audit Quality Center (GAQC). Our firm places high priority on its quality control and has successfully undergone a peer review made by the AICPA at least every three years since 1979. Because our firm has a heavy concentration of governmental clients, governmental audit engagements are selected for review by the peer review team. We have included a copy of our 2019 Peer Review Report, which included a pass rating, with no letter of comments, the highest level obtainable.

JNM

Jones, Nale & Mattingly PLC

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

To the Partners of
Purvis, Gray and Company, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Purvis, Gray and Company, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/summary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Purvis, Gray and Company, LLP in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Purvis, Gray and Company, LLP has received a peer review rating of *pass*.

Jones, Nale & Mattingly PC

Louisville, Kentucky
November 22, 2019

Certified Public Accountants and Advisors
642 South Fourth Street, Suite 300 Louisville, Kentucky 40202 Tel: 502.583.0243 Fax: 502.589-1680 www.jnmcpa.com

E—FIRM'S QUALIFICATIONS

6—Advisory Services

Consulting Services

The consulting practice of Purvis Gray utilizes members of the Audit, Accounting and Tax Services, and IT Departments to perform a wide range of consulting and management advisory services for our clients. Our consulting personnel have performed engagements in each of the following categories:

Accounting System Reviews

- ▶ GASB Statement Implementations
- ▶ Internal Control Opinions
- ▶ Procedures Documentation
- ▶ Performance Audits and Cost Reduction Studies
- ▶ Feasibility/Efficiency Studies
- ▶ Budget Review and Budget Preparation

Other Financial Services

- ▶ Expert Testimony
- ▶ Personal Financial/Retirement Planning
- ▶ Other Financial Services
- ▶ Tax Representation
- ▶ Fraud/Defalcation Engagements

Business Valuations and Reorganizations

- ▶ Business Ownership Succession
- ▶ Business Valuations
- ▶ Mergers and Acquisitions
- ▶ Business Formations
- ▶ Business Liquidations

Information Security and Privacy Controls and Consulting

- ▶ IT Security Controls Assessment
- ▶ Privacy Controls Assessment
- ▶ Information Security Policies and Procedures
- ▶ IT Risk Assessments

BDO Alliance USA Services



Purvis Gray is an Independent Member of the BDO Alliance USA. We have access to BDO's breadth and depth of resources, enabling us to provide virtually any tax or assurance service needed by our clients, anywhere in the country. We are able to provide our clients with access to technical and industry-specific resources of one of the largest accounting firms in the world, combined with our hands-on, local service and knowledge.

In addition, the BDO Alliance Business Resource Network has established relationships with product and service providers to enhance our delivery capabilities and value to clients. Through these relationships, we are able to offer greater insight and more effective solutions to the City.

As a member of BDO Alliance USA, we take a comprehensive approach to assessing and serving your needs. Through the core accounting and financial services we provide, we are uniquely positioned to identify additional opportunities to improve the overall operational effectiveness of the City.

Other Range of Services

The firm offers all services traditionally associated with CPA firms, which can generally be summarized as Audit, Tax, and Information Technology services. The Audit Department is the largest department, comprising approximately sixty percent of gross revenues. The Audit Department has a concentration of work in the local governmental industry. Our Tax Department provides tax research support to our Audit Department. Also, as a member of BDO Alliance USA, we are able to provide our clients with access to the technical resources and manpower of the fifth-largest accounting firm in the world, combined with our hands-on local service and knowledge.

Audit Department

The mission of the Audit Department is to achieve technical excellence, which can be used to provide the highest level of quality service to our clients. This higher level of experienced service sets us apart from other firms.

Our audit staff consists of:



All of the partners and managers are CPAs, as are many of the other professional staff. If not CPAs, the professional staff are "exam-eligible" or working toward it.

Your "engagement team" will be led by a partner and a senior manager, with these individuals on-site for a significant portion of fieldwork. For more information on the specific individuals committed to your engagement, please refer to the staffing diagram found on page 23.

Our audit staff has extensive experience working in a computerized environment and utilizes laptop computers in the field with Microsoft Windows, Word, and Excel. **We employ a paperless audit approach.** We utilize the "paperless" audit documentation system designed by CaseWare International, Inc., the premier industry technology, with an integrated wired or wireless connection in the field. **We will be utilizing a combination of Citrix ShareFile and Suralink for the secure transmission and sharing of records and audit support, allowing for a smooth process of providing and tracking requested information.** *Suralink* will also allow City staff to track the status of the engagement overall from a web based application with a desktop dashboard in real time.

All members of the audit team will be available to your management team whenever you need us. If our physical presence is not needed, our business e-mail addresses and cell phone numbers will be made available for your convenience, and we pride ourselves on responding timely to all client inquiries. We will be available for routine questions and assistance year-round without additional billings.

Accounting and Tax Services Department

The Accounting and Tax Services Department of Purvis Gray is often used in troubleshooting problem tax areas associated with audits of governmental entities. Our tax professionals provide support and assistance to our clients in the following areas:

- **Assisting** exempt organization clients and others with the changes of the revised Internal Revenue Service Form 990, including additional reporting requirements and functional changes made since the implementation of this revised return.
- **Providing** consulting services and representation of clients during examinations by the Internal Revenue Service and various state and local taxing authorities and agencies.
- **Developing** organizational structures involving related taxable and non-taxable entities for the purpose of minimizing the income tax ramifications of related-party transactions under the Internal Revenue Code, and maintaining the integrity of the entity by the use of wholly owned taxable subsidiaries and joint ventures. This includes the use of entities disregarded for federal income tax purposes even though recognized as separate legal entities under enacting state legislation.

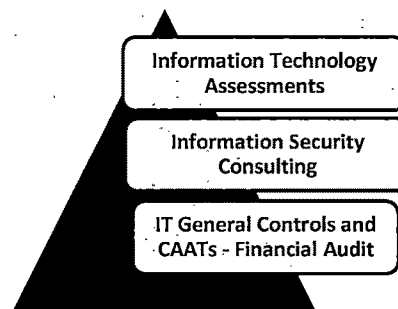
- **Structuring** transactions or business operations in order to lessen or eliminate the effect of the unrelated trade or business income tax which applies to not-for-profit entities or to maximize the tax benefit to donors for planned giving items, such as charitable remainder trusts and charitable annuities.

- **Advising** clients and firm with regards to the increased monitoring activity and compliance requirement of the Internal Revenue Service, including the Internal Revenue Service's recently expanded compliance plans for pass-through entities, i.e., partnerships and subchapter S corporations, and certain tax-exempt entities.

Information Technology Department

The IT Auditor/Consultant assigned to the City's audit engagement and our other IT Department professionals have extensive experience and proficiency working in various computerized environments.

Purvis Gray offers a full suite of IT audit, consulting, and assessment services. These services are performed by IT professionals with the CISA, CISM, CITP, CGMA, CRISC, and CPA designations and can be summarized as follows:



E—FIRM'S QUALIFICATIONS



Purvis Gray's IT Audit professionals conduct the assessment of IT controls. As part of the financial audit process, auditing standards require the auditor to gain an understanding of the IT environment, including the Information Technology General Controls, which includes determining suitability of design and whether the controls are implemented.

Information Security Consulting Offering

As your business partner, our Information Security Program Design involves evaluating organizational security and compliance status using techniques such as interviews, observations, and documentation review:



Information Technology Assessments

Information Technology Assessment engagements offered by Purvis Gray include the following:

Cybersecurity

- AICPA Cybersecurity Engagements

SSAE-18 SOC Reports

- SOC Types 1, 2, and 3 Engagements

AICPA Cybersecurity Engagements



Cybersecurity threats are on the rise, challenging organizations of all sizes—whether public or private. Board members, commissioners, managers, investors, customers, residents, and other stakeholders are pressuring organizations to demonstrate that they are managing cybersecurity threats, and that they have put into place effective cybersecurity risk management programs to prevent, detect, and respond to security breaches in a timely manner.

E—FIRM’S QUALIFICATIONS

To meet that need, the AICPA has introduced SOC for Cybersecurity, a solution that builds upon the profession’s experience in auditing system and organization controls. It enables CPAs to examine and report on an organization’s cybersecurity risk management program.

Purvis Gray can use the SOC for Cybersecurity criteria and guidance to provide advisory engagements to help our clients strengthen their cybersecurity risk management programs. Or, as an organization reaches a state of readiness, Purvis Gray as an independent CPA firm can offer a cybersecurity risk management examination engagement and provide an opinion on the entity’s description of its efforts and the effectiveness of its controls.

SSAE-18 System and Organization Controls (SOC) 1, SOC 2, SOC 3 Examination and Reporting

Through our extensive expertise in generally accepted auditing standards, both non-profit and for-profit accounting processes, information technology general controls, and the AICPA SSAE-18 attestation standards and requirements, combined with an experienced SOC staff, Purvis Gray can provide service organization user entities with a quality and professional SSAE-18 SOC 1 Type 2 report.

Because Purvis Gray’s staff has extensive experience with the *Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*) and numerous types of third-party service offerings, we can provide service organization user entities with a quality and professional SSAE-18 SOC 2 or SOC 3 Type 2 report.

Purvis Gray can also assist organizations with getting ready for their first SOC Type 2 examination and can provide a Type 1 report upon completion of the readiness phase.

Professional Memberships

Purvis Gray has been a member with the American Institute of Certified Public Accountants since 1978 (AICPA – Reference #1783188). Our firm continues to be in good standing with the AICPA and Florida Institute of Certified Public Accountants (FICPA – Member #02004618). *Several of the partners and staff of Purvis Gray are members of the following organizations:*

- | | |
|--|---|
| ▶ AICPA | ▶ FGFOA |
| ▶ Government Audit Quality Center (GAQC) | ▶ FICPA |
| ▶ GFOA | ▶ Employee Benefit Plan Audit Quality Center |
| ▶ Florida Electric Cooperatives Association (FECA) | ▶ North Florida Chapter FGFOA |
| ▶ American Public Power Association (APPA) | ▶ Southwest Chapter FGFOA |
| ▶ State of Florida League of Cities | ▶ Association of Government Accountants (AGA) |
| ▶ Big Bend Chapter FGFOA | ▶ Nature Coast Chapter FGFOA |
| ▶ Florida Municipal Electric Association (FMEA) | ▶ Florida Rural Water Association |

F—PERSONNEL QUALIFICATIONS

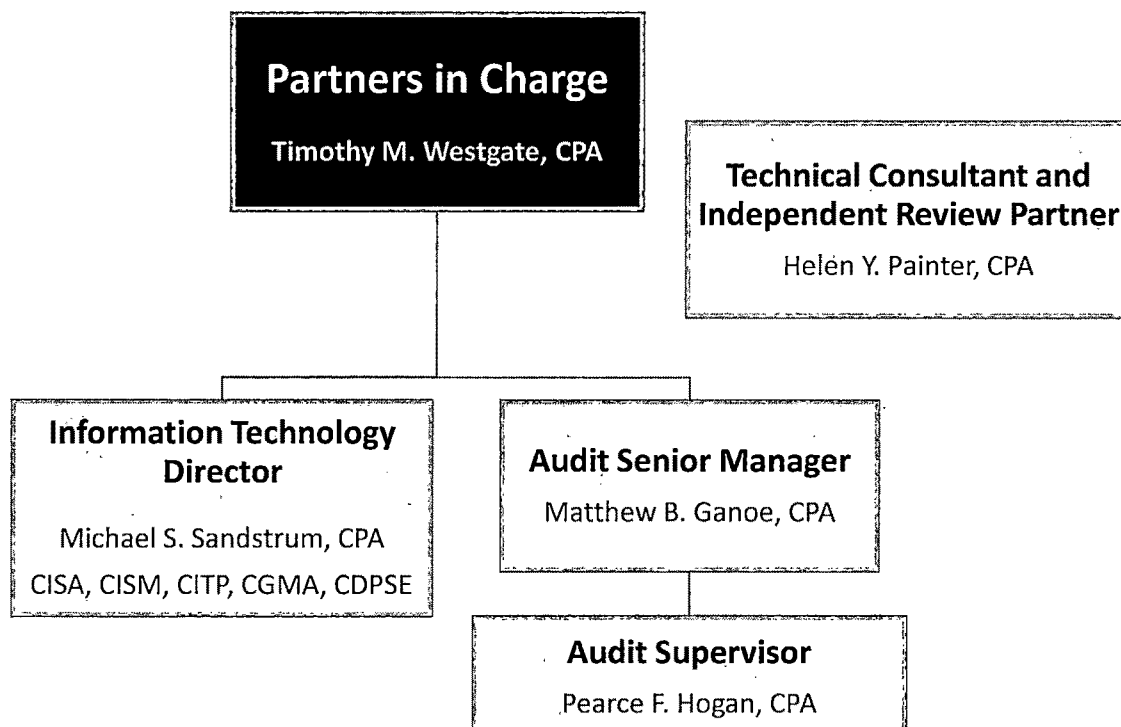


F—PERSONNEL QUALIFICATIONS

Engagement Audit Team

The firm that will be the most qualified to serve as auditors for the City will be the one that can demonstrate its qualifications through past experience, education, and high quality control considerations. Our firm's approach to staffing audit engagements is to choose partners, directors, managers, and staff based upon a combination of the expertise, experience, and technical ability needed to perform the audit engagement efficiently. ***The individuals assigned to this engagement possess the necessary technical skills and experience to ensure that the City receives the highest level of service.*** All personnel assigned to this engagement have met or exceeded all of the CPE requirements of the "Yellow Book" as required by the *Rules of the Auditor General*. Our Audit Department functions as a single department across all offices; it is not uncommon for us to put together audit teams with representatives from several offices. All the resources of the firm are available to the audit team and to you, the client, at all times. ***One thing we do different from other firms – we regularly put partners in the field.***

Timothy M. Westgate, CPA will be the partner in charge of the City's audit engagement and the specific individuals who will serve the City on a day-to-day basis. In addition, he will be present during most of the audit fieldwork.



F—PERSONNEL QUALIFICATIONS

Audit Team Roles

Partner in Charge of Audit	Mr. Westgate will have overall responsibility for excellent client service; he will work closely with the City's management, audit senior manager, and audit supervisor to ensure that all work is properly planned, executed, and completed. He will conduct entrance, exit, and interim work conferences with the City and participate extensively in audit planning and fieldwork and the review process.
Technical Consultant Partner	Ms. Painter will assist Mr. Westgate, providing consultation and review of technical accounting and auditing issues, and a final "cold" review of the audited financial statements and reports.
Information Technology Director	Mr. Sandstrum will perform the internal control review of the City's computerized information systems and assist with custom report writing and PC download functions as required. He will assist with data analytics and provide assistance and recommendations to the City on computer-related areas, as needed.
Audit Senior Manager	Mr. Ganoe will be responsible for planning and supervision of the audits. He will perform the review of workpapers and report preparation. In addition, He will assist in managing the efficiency of the audits and operating within the time budget.
Supervisor Auditor	Mr. Hogan will be primarily responsible for conducting and completing fieldwork along with staff auditors and assisting the audit senior manager with planning and supervision. He will keep the partner, senior manager, and City staff fully informed on the job status.

Continuing Quality of Staff

Purvis Gray's number one priority is client service. The key to providing valuable service is staffing engagements with quality personnel. The individuals on your audit team are highly educated and experienced CPAs with a strong working knowledge of governmental accounting and auditing, exceptional business sense, and impeccable common sense. **These individuals will work directly and continually on your engagement.** We expect your audit team members to be available throughout your contract. While some staff turnover inevitably occurs, our firm makes every effort to maintain the high quality of our staff. We do this through hiring the best people, providing more than the minimum required continuing education, and mentoring. **If it did become necessary to change any team members on your audit, the City has the right to approve or reject replacements.**

Résumés – Qualifications of Firm Personnel

Beginning on the next page, the partner in charge, consultant, director, senior manager, and supervisor's résumés provide more specific information for each individual, especially their participation in local government audits, professional and community memberships, leadership roles, and continuing education.



TIMOTHY M. WESTGATE, CPA

Audit Partner
Chair of Quality Control Team
Member of Concurring Review Team

**PURVIS
GRAY**

CONTACT INFORMATION

(352) 732-3872
twestgate@purvisgray.com

PROFILE

Education

University of South Florida
2002, Masters of Accountancy

Saint Leo University
2000, BA, Business Administration,
Summa Cum Laude

Professional Credentials

CPA Certificate – AC36053
Member AICPA, FICPA, and FGFOA
GFOA SRC Reviewer – GFOA Special
Committee for Certification of
Achievement for Excellence in Financial
Reporting

Recognition

State of Florida Top 10 Score
May 2003 CPA Exam

Civic Involvement

Past President – Blessed Trinity Catholic
Church Parish Council, Ocala, Florida
Middle School Youth Ministry
Member of the Knights of Columbus

Years in Accounting: 22

Years with Firm: 18

SPEAKER/INSTRUCTOR

Numerous In-House CPE Classes
Governmental Audit Update for Financial Managers, FGFOA
Fall Institute/FACC Conference
Grant Budgeting, Marion County Grant Writers' Network
Fraud and Internal Control in a School District, FSFOA
Accounting and Auditing Update, FSFOA
GASB Update, FGFOA and FASBO
ASC 606: Revenue Recognition

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Deltona, Florida*
City of Leesburg, Florida*
City of Mt. Dora, Florida*
City of Ocala, Florida*
City of St. Cloud, Florida*

Counties

Citrus County Hospital Board
Desoto County, Florida *
Marion County EMS Alliance
Marion County, Florida*
Marion County Hospital District
Marion County Law Library*

School Board Experience

Alachua County District School Board and Internal Accounts*
Charlotte County District School Board*
Lake County District School Board and Internal Accounts*
Leon County School Board and Internal Accounts*
Marion County District School Board and Internal Accounts*
Hernando County District School Board*
Clay County District School Board and Internal Accounts*

Timothy M. Westgate, CPA

Audit Partner

Chair of Quality Control Team and Member of Concurring Review Team

EXPERIENCE SERVING CLIENTS

Non-Profit Experience

Annunciation Catholic School
Arnette House, Inc. *
Catholic Foundation for the Diocese of St. Augustine
Citrus Memorial Health System
Cornerstone School, Inc.
Corpus Christi Parish
Diocese of St. Augustine
Education Foundation of Marion County, Inc.
Epiphany Parish
Grace School of Ocala, Florida, Inc.
Holy Faith Parish
Holy Family Parish
Holy Spirit Parish & School
Hospice of Marion County, Inc.
Immaculate Conception Parish
Kids Central, Inc. *
LifeStream Behavioral Center, Inc.
Marion County Hospital District
Morning Star School
Munroe Regional Health System, Inc.
Our Lady Le Leche Mission and Shrine
Our Lady of Consolation
Our Lady of Good Counsel
Our Lady Star of the Sea Parish and School
Palmer Academy & Preschool
Partnership for Strong Families, Inc.*
Queen of Peace Parish and School
San Juan de la Cruz Mission
San Sebastian Parish
St. Augustine Parish
St. Edward Parish
St. Elizabeth Parish & School
St. Francis High School
St. Joseph Academy
St. Joseph Parish and School
St. John Parish
St. Luke Parish
St. Madeline Parish
St. Mary's Parish
St. Monica Parish
St. Patrick's Parish
St. Paul's Parish and School
The Centers, Inc. *
The Foundation for The Centers, Inc.
The Refuge, Inc.
St. Peter's Mission
St. Philip Neri Mission
St. William Parish

Utility Experience

City of Deltona, Florida (W, S)
City of Leesburg, Florida (E, W, S, G)
City of Mt. Dora, Florida (E, W, S)
City of Ocala, Florida (E, W, S)
City of St. Cloud, Florida (E, W, S)
DeSoto County, Florida (W, S)
Gainesville Regional Utilities (E, W, S, G)
Marion County, Florida (W, S)
Sumter Electric Cooperative (E)
Suwannee Valley Electric Cooperative (E)
Talquin Electric Cooperative, Inc. (E)

Employee Benefit Plans Experience

Advocacy Resource Center Marion, Inc. Retirement 401(k) Plan
Citrus Memorial Health System 403(b) Plan
Citrus Memorial Health System Pension Plan and Trust
City of Deltona, Florida Firefighters' Pension Plan
City of Mt. Dora, Florida Firefighters' Retirement Plan
City of Mt. Dora, Florida General Employees' Retirement Plan
City of Mt. Dora, Florida Police Officers' Retirement Plan
City of Ocala, Florida Firefighters' Pension Plan
City of Ocala, Florida General Employees' Pension Plan
City of Ocala, Florida Police Officers' Pension Plan
City of St. Cloud, Florida General Employees' Retirement Plan
City of St. Cloud, Florida Police Officers' & Firefighters' Retirement
Clay Electric Cooperative Retiree Welfare Benefit Plan
Consolidated Water, Inc. 401(k)
Florida Pest Control and Chemical Company Defined Benefit Plan
Kids Central 401(k) Plan
LifeStream Behavioral Center 401(k)
Munroe Regional Medical Center 401(k) Plan
Munroe Regional Medical Center Pension Plan
Partnership for Strong Families Benefit Plan 401(k)
Radiology Associates of Ocala 401(k) Plan
The Centers 401(k) Plan

Health Care Experience

Citrus County Hospital Board
Citrus Memorial Health System
Hospice of Marion County, Inc.
Kids Central, Inc.
LifeStream Behavioral Center, Inc.
Marion County EMS Alliance
Marion County Hospital District
Munroe Regional Health System, Inc.
Partnership for Strong Families, Inc.
The Centers, Inc.

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Timothy M. Westgate, CPA

CPE Credits

Mr. Westgate is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- ▶ FSFOA 2021 Fall Conference – The Great GASB Updates
- ▶ FSFOA 2021 Fall Conference – Government Fraud, Waste & Abuse
- ▶ FSFOA 2021 Fall Conference – Legislative Update
- ▶ FSFOA 2021 Fall Conference – Cyber Attack Simulation
- ▶ FSFOA 2021 Fall Conference – Leadership/Attitude Healthy Living Updates
- ▶ BDO USA COVID Relief Fund Coronavirus Relief Fund
- ▶ Purvis Gray Fox It Training
- ▶ BDO USA HHS PRF Reporting Cracking the Code
- ▶ BDO USA Stimulus Funding Compliance Audit Update
- ▶ BDO USA Independence Update & Practice Issues
- ▶ BDO USA General Session Day 2
- ▶ FGFOA Opening General Session
- ▶ FGFOA GASB Update
- ▶ FGFOA Redefining Your Organization for Performance Excellence after COVID-19
- ▶ FGFOA GASB Hot Topics
- ▶ FGFOA Common Audit Findings
- ▶ FGFOA Auditor General and Department of Financial Services Update
- ▶ FGFOA You've Issued Debt Now What? Post Issuance Disclosure
- ▶ FGFOA Introduction to Governmental Accounting
- ▶ FGFOA Contract Administration Beginning with the End in Mind
- ▶ FGFOA Providing Government Services in a Remote World
- ▶ FGFOA Debt Financing Options Used for Public Infrastructure
- ▶ FGFOA Comprehensive Annual Financial Report Tips and Tricks to Ensure Timely & Accurate Reporting
- ▶ FGFOA Retirement Plans Best Practices
- ▶ FGFOA Disaster Recovery Accounting & Single Audit Aspects
- ▶ FGFOA Florida Open Financial Statement System Getting Ready for 2022
- ▶ BDO NFP 2021 Conference
- ▶ Surgent McCoy CPE Florida Ethics for CPAs

2020

- ▶ PGC Winter CPE
- ▶ COVID-19 How Non-Profits are Adapting to Change
- ▶ COVID-19 Everything you Need to Know about FEMA Grants and Preventing Inspector General Findings
- ▶ What's Ahead for Healthcare Industry Accounting and Regulatory Update
- ▶ Ensuring Engagement Quality When Performing SSARS Engagement
- ▶ Practice Issues Under ASC 606 Revenue Contracts with Customers
- ▶ Becoming a Powerful and Effective Delegator
- ▶ Building the Partner Pipeline Business Development and Marketing Culture
- ▶ 2018 Yellow Book What you Need to Know
- ▶ CaseWare Mapping and Connector for Financial Statements
- ▶ Government Accounting for Debt Transactions
- ▶ Employee Benefit Plan Audit Update
- ▶ Florida Ethics for CPAs
- ▶ Risk Assessment and Internal Controls
- ▶ AICPA Peer Review Must Select Industry Update Employee Benefit Plans

2019

- ▶ FGFOA Nature Coast Chapter – GASB 87 Leases
- ▶ FGFOA Nature Coast Chapter – Investment Strategies for a Flat Yield Curve
- ▶ FGFOA Nature Coast Chapter – Economic Updates
- ▶ FGFOA Nature Coast Chapter – Government Accounting Updates
- ▶ FGFOA Nature Coast Chapter – Identifying Drug and Alcohol in the Work Place
- ▶ FGFOA Nature Coast Chapter – Fiduciary Activities
- ▶ FGFOA Nature Coast Chapter – Ethical Leadership you Can't Do Without it
- ▶ FGFOA Annual Conference – Opening General Session 7 Keys to Success
- ▶ FGFOA Annual Conference – GASB 87 Deep Dive
- ▶ FGFOA Annual Conference – State Compliance for Local Governments
- ▶ FSFOA Summer Conference – General Update
- ▶ FSFOA Summer Conference – Credit Ratings Update
- ▶ FSFOA Summer Conference – School Finance as a Civil Rights Issue
- ▶ FSFOA Summer Conference – GASB 84 Implementation



HELEN Y. PAINTER, CPA

Partner

Member of Quality Control Team

Member of Concurring Review Team

**PURVIS
GRAY**

CONTACT INFORMATION

Ocala, Florida
(352) 732-3872
hpainter@purvisgray.com

PROFILE

Education

Florida Atlantic University
1994, Masters, Accounting
1993, BS, Accounting

Palm Beach Community College
1991, AA, Business

Professional Credentials

CPA Certificate – AC0027790
Member of AICPA, FICPA, FGFOA, and
Nature Coast Chapter FGFOA
FICPA Peer Reviewer Team Captain
Peer Review Acceptance Committee
2004 Competent Toastmaster (CTM)
Distinguishment
Member of Florida Thoroughbred
Breeders' and Owners' Association

Committees

FICPA Accounting Principles and
Auditing Standards
FICPA Accounting and Auditing
Sections Steering Committee
FICPA Peer Review Committee

Years in Accounting: 31
Years with Firm: 26

SPEAKER/INSTRUCTOR

Florida School Finance Officers Association Conferences
Florida Association of School Business Officials Conference
Numerous In-House CPE Classes
Florida State University 2003 - Spring Accounting Conference
Fraud in the Not-For-Profit Environment
Florida Local Government Investment Trust Group
Nature Coast Chapter of the FGFOA

AUTHOR

The Audit Process, Talking Stick

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Belleview, Florida*
City of Bushnell, Florida*
City of Center Hill, Florida
Citrus County, Florida*
Citrus County Housing Authority*
City of Dade City, Florida*
City of Deltona, Florida*
City of Dunnellon, Florida*
City of Fort Myers, Florida*
City of Jacksonville Beach, Florida*
City of Leesburg, Florida*
City of Mount Dora, Florida*
City of Ocala, Florida*
City of Oviedo, Florida
City of Palmetto, Florida
City of St. Cloud, Florida*
City of Williston, Florida*

Counties

Alachua County, Florida*
Bradford County, Florida*
Gadsden County, Florida*
Hardee County, Florida*
Hernando County, Florida*
Liberty County, Florida*
Marion County, Florida
Wakulla County, Florida*

School Board Experience

Academy for Environmental Science Charter
School
Citrus County School Board – Internal
Accounts
Hernando County School Board*
The Villages Charter School, Inc.

Other Governmental Entities

Florida Municipal Power Agency
Lakewood Ranch Community Districts
North Sumter County Utility Dependent
District
Villages Center Community Development
Districts

Financial Institution Experience

Citizens First Trust Company, LLC
Citizens National Bank of Leesburg
Liberty National Bank
Newberry Bank
Villages Bancorporation, Inc.

Helen Y. Painter, CPA

Partner

Member of Quality Control Team

Member of Concurring Review Team

EXPERIENCE SERVING CLIENTS

Non-Profit Experience

Advocacy Research Center-Marion, Inc.*
Alachua Habitat for Humanity, Inc.
Arnette House, Inc.
Buffalo Scholarship Foundation, Inc.
Central Florida Community College Foundation, Inc.*
Central Florida Electric Cooperative, Inc.
Central Florida Health Care, Inc.
Childhood Development Services, Inc.*
Coalition for Youth, Inc.
Counseling and Resource Center for Women and Families, Inc.
Early Learning Coalition of Nature Coast
Early Learning Coalition of Marion County
First Step of Sarasota, Inc.*
Florida Agriculture Center and Horse Park Authority
Florida Autism Charter School of Excellence, Inc.
Florida Electric Cooperatives Association, Inc.
Florida Low Income Housing Associates, Inc.*
Florida Rural Electric Credit Union
Florida Sheriffs Youth Ranches, Inc.
Florida Thoroughbred Breeders' and Owners' Association
Florida Thoroughbred Breeder and Stallion Awards Program
Florida Equine Publications, Inc.
Gainesville Golf and Country Club
Heartland Rural Health Network, Inc.
Hernando County Education Foundation
Intercountry Adoption Accrued. And Maintenance Entity, Inc.
Meadowbrook Academy
SMS For Children, Inc.
St. Paul's Lutheran School
The Centers, Inc.

Non-Profit Experience

Partnership for Strong Families, Inc.
Peaceful Paths, Inc.
Santa Fe Community College Endowment Corp., Inc.
Silver River Mentoring & Instruction, Inc.
Southern Legal Counsel, Inc.
Sumter Electric Cooperative, Inc.
Suwannee Valley Electric Cooperative, Inc.
United Gainesville Community Development Corporation, Inc.
United Way of Alachua County, Inc.
United Way of Marion County, Inc.
University of Central Florida Research Foundation
University of Florida Division of Housing
University of Florida Research Foundation, Inc.
University of Florida Tissue Bank, Inc.
University Villages Apartments (HUD)*
Villages Foundation, Inc.

For-Profit Experience

Advocacy Resource Center Marion, Inc. Retirement Plan
Florida Sheriffs Youth Ranches, Inc. Pension Plan and Trust
Golden Hills Golf and Turf Club, Inc.
Partnership for Strong Families, Inc. 401(k) Profit Sharing Plan
Stonecrest Property Owners Association
The Holding Company of the Villages Employee Savings Plan
The Villages Charter School, Inc. Employee Savings Plan
WRYP, ALF, Inc. (HUD)

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Helen Y. Painter, CPA

CPE Credits

Ms. Painter is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- ▶ FICPA AICPA Peer Review Update Course
- ▶ Purvis Gray Winter CPE Series
- ▶ Purvis Gray Fox It Training
- ▶ BDO USA ERISA Update
- ▶ BDO USA General Day 1 Intro to DEI as a Bus Enabler – HRCI555109
- ▶ BDO USA Yellow Book Update and Practice Issues
- ▶ BDO USA Assurance Practice Leaders Session Part 1 Auditing 1
- ▶ BDO USA Single Audit Surprises and Other Matters
- ▶ BDO USA ASC 740 Accounting for Current Events and Other Practice Matters
- ▶ BDO USA Troubled Debt Restructuring and Debt Modification
- ▶ BDO USA Unraveling BDOs Next Generation in Audit Innovation
- ▶ BDO USA Performing Preparation Compilations Reviews Engagements SSARS 101
- ▶ FGFOA GASB Update and Practice Issues
- ▶ FGFOA GASB Hot Topics
- ▶ FGFOA Auditor General and Department of Financial Services Update
- ▶ FGFOA Common Audit Findings
- ▶ FGFOA Retirement Plans Best Practices
- ▶ FGFOA Florida Open Financial Statement System Getting Ready for 2022
- ▶ BDO USA NFP 2021 Current Trends and Issues in Industries
- ▶ BDO USA NFP Audit Quality Update
- ▶ BDO USA NFP GASB 87 Leases Implementation
- ▶ BDO USA NFP GAAP Update
- ▶ BDO USA NFP Risk Assessment Interaction Between the Risk of Non-Compliance and Sampling
- ▶ BDO USA NFP Cash Management
- ▶ BDO USA NFP Government Audit Quality Center Updates
- ▶ Surgent McCoy CPE Florida Ethics for CPAs

2020

- ▶ Variable Interest Entities & Consolidation Matters
- ▶ IPA Panel General Session
- ▶ Practice Issues Under ASC 606 Revenue Contracts with Customers
- ▶ 2018 Yellow Book What you Need to Know
- ▶ Non-Profit Accounting Update
- ▶ AICPA Peer Review Must Select Industry Update – Government Auditing Standards
- ▶ Excel Tips and Tricks
- ▶ CaseWare Mapping and Connector for Financial Statements
- ▶ Government Accounting for Debt Transactions
- ▶ CaseWare Fundamentals
- ▶ Employee Benefit Plan and Audit Update
- ▶ Managing the Audit Process
- ▶ CARES Act Essentials
- ▶ AICPA Peer Review Must Select Industry Update Employee Benefit Plans
- ▶ Nonprofit External Financial Statement Walkthrough

2019

- ▶ AICPA Peer Review Program Advanced Course
- ▶ FGFOA Nature Coast Chapter – GASB 87 Leases
- ▶ FGFOA Nature Coast Chapter – Finance from an IT Perspective
- ▶ FGFOA Nature Coast Chapter – Investment Strategies for a Flat Yield Curve
- ▶ FGFOA Nature Coast Chapter – Economic Updates
- ▶ PGC Winter Session – Ethics Protecting the Integrity of Florida (4980)
- ▶ PGC Winter Session – Accounting & Auditing Update
- ▶ EBP Training Summer 2019
- ▶ Retirement Benefits GASB & Reporting
- ▶ PGC Summer CPE – Introducing Smart Practice Aids
- ▶ PGC Summer CPE – The New CaseWare File Structure
- ▶ PGC Summer CPE – Documenting Internal Controls
- ▶ PGC Summer CPE – QC Update
- ▶ PGC Summer CPE – Risk Assessment Overview
- ▶ PGC Fall CPE – Government Accounting and Not-for-Profit Update
- ▶ PGC Fall CPE – Let's Look at Leases GASB
- ▶ PGC Fall CPE – Economic Update
- ▶ PGC Fall CPE – State Legislative Update



MICHAEL S. SANDSTRUM, CPA, CISA, CISM, CITP, CGMA, CDPSE

IT Director

**PURVIS
GRAY**

CONTACT INFORMATION

msandstrum@purvisgray.com

PROFILE

Education

Auburn University
MBA (Graduated with Honors)
Wichita State University
Bachelor of Business Administration in
Accounting

Professional Credentials

CPA Certificate - AC39388
Certified Information Systems Auditor
(CISA)
Certified Information Security Manager
(CISM)
Certified Information Technology
Professional (CITP)
Certified Data Privacy Solutions
Engineer (CDPSE)

Professional Affiliations

American Institute of CPAs (AICPA)
Florida Institute of CPAs (FICPA)
Information Systems Audit and Control
Association (ISACA)

Previous Employers, 1977 – 2017

AuditWerx—Tampa, FL
CS&L CPAs—Bradenton, FL
Moody-Price, LLC—Baton Rouge, LA
Heavy Quip—Jackson, MS
Horton and Associates CPAs—Jackson, MS

Years Auditing

Information Systems: 44

PROFESSIONAL PROFILE

Michael has extensive experience in accounting, auditing, IT auditing, security management and consulting, both in public accounting and private industry sectors. He has held positions as a senior audit manager, tax manager, programmer, systems analyst, IT director, Chief Information Officer and IT Audit Manager. In addition, Michael has performed SOX internal auditing, managed numerous SOC 1 and SOC 2 engagements, as well as GAAS financial audit risk assessments.

TECHNICAL EXPERTISE

SOC 2 Type 1 and Type 2	FISMA
SOC 1 Type 1 and Type 2	NIST
SOC Readiness Engagements	Financial and IT Controls
Client Development	HIPAA
IT Security Controls Auditing	GLBA
IT SOX Auditing	COBIT
Industry Experience:	Business Processes Analysis
Healthcare	Data Mining & Reporting
Local Governments	EDI/XML
Banking	Cloud Integration
Claims Processing	Security Management & Compliance
Manufacturing	IDEA Audit and Data Analytics Software
Distribution	AS/400
Cloud Providers	Linux
Data Centers	Mainframe
Non-Profit	Windows
Information Security Consulting Privacy	SQL
Risk Assessments	CaseWare Audit Software
Agreed Upon Procedures	Citrix

Michael S. Sandstrum, CPA

CPE Credits

Mr. Sandstrum is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- ▶ Purvis Gray Lunch & Learn Series Depreciation
- ▶ Surgent McCoy CPE Florida Ethics for CPAs (ETFL)
- ▶ ISACA Mitigating the Security Risks of a Remote Workforce During a Crisis
- ▶ ISACA Risk Management in Action 4 Key Pillars for Achievable Resilience
- ▶ ISACA Data Protection for Cloud-First Organizations
- ▶ AICPA Town Hall Series
- ▶ AICPA Introduction to the Cybersecurity Maturity Model Certification Framework
- ▶ BDO USA ERISA Update
- ▶ Yellow Book Update and Practice Issues
- ▶ BDO USA General Day 1, Day 2, and Day 3 Sessions
- ▶ BDO USA Future of Audit is Here Part I Transform Audit with Digital Suite of Tools
- ▶ BDO USA Top 1 Audit Risks
- ▶ BDO USA Adding Value to the Board Hot Topics in Governance
- ▶ BDO USA Single Audit Surprises and Other Matters
- ▶ BDO USA ASC 740 Accounting for Current Events and Other Practice Matters
- ▶ BDO USA Closing Keynote
- ▶ AICPA Town Hall Series
- ▶ FGFOA GASB Update
- ▶ FGFOA Economic Update Planning for a Post Pandemic Futures
- ▶ FGFOA Common Audit Findings
- ▶ FGFOA Introduction to Governmental Accounting
- ▶ FGFOA Auditor General and Department of Financial Services Update
- ▶ FGFOA Lies, Lies & Economic Forecasts
- ▶ FGFOA Legislative Update
- ▶ FGFOA Creating Efficiencies for Internal Audits
- ▶ FGFOA Providing Government Services in a Remote World
- ▶ FGFOA Financial Reporting Complexities in Local Governments
- ▶ FGFOA Debt Financing Options Used for Public Infrastructure
- ▶ FGFOA Disaster Recovery How Do You Solve the Hurricane Problem
- ▶ FGFOA Disaster Recovery Accounting & Single Audit Aspects
- ▶ FGFOA Florida Open Financial Statement System Getting Ready for 2022
- ▶ AICPA Town Hall Series

2020

- ▶ PGCASC 606 Training
- ▶ ISACA Virtual Summit Future of Data Protection, Privacy and IT Risk Management
- ▶ Risky Business Conduction Remote Audits in Uncertain Times
- ▶ Who's in Your Cloud? How Privileged Access Controls are Leaving you Exposed
- ▶ Stopping Ransomware and Advanced Malware Threats the Current Scope of These Threats
- ▶ COVID-19 CFO Professional Judgment in Volatile and Uncertain Times
- ▶ IA Webinar Series Course 2 Evaluating Compliance and Anti-Fraud Programs
- ▶ The Human Factor Malicious Insiders vs. Negligent End Users
- ▶ Government Accounting for Debt Transactions
- ▶ CaseWare Fundamentals
- ▶ Employee Benefit Plan Audit Update
- ▶ Privacy Management Framework A Tool for Developing your Privacy Program
- ▶ CARES Act Essentials
- ▶ Risk Assessment and Internal Controls

2019

- ▶ PGC – Ethics Protecting the Integrity of Florida
- ▶ PGC Accounting & Auditing Updates
- ▶ The CISO of the Future
- ▶ Understanding Robotic Process Automation
- ▶ Module 3 Data Driven Decision Making
- ▶ PGC Summer CPE
- ▶ PGC Fall CPE



MATTHEW B. GANOE, CPA

Audit Senior Manager

PURVIS
GRAY

CONTACT INFORMATION

Ocala, Florida

mganoe@purvisgray.com

PROFILE

Education

Saint Leo University

2014, MBA, Accounting Concentration

2009, BS, Accounting

Professional Credentials

CPA Certificate – AC49575

Member AICPA and FICPA

Years in Accounting: 11

Years with Firm: 6

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Belleview, Florida

City of Bushnell, Florida*

City of Deltona, Florida

City of Eustis, Florida

City of Green Cove, Florida*

City of Kissimmee, Florida*

City of Ocala, Florida*

City of Oviedo, Florida*

City of St. Cloud, Florida*

City of Williston, Florida*

Counties

Marion County, Florida*

Nassau County, Florida*

School Board Experience

Citrus County District School Board Internal Accounts

Clay County School Board*

Hernando County School Board

Lake County District School Board*

Marion County District School Board*

Villages Charter Schools

Other Governmental Experience

Village Community Development Districts, Florida

Non-Profit Experience

Arnette House, Inc.

Childhood Development Services, Inc.*

College of Central Florida Foundation

Florida Agriculture Center and Horse Park Authority*

Florida Thoroughbred Breeders Association

Florida Thoroughbred Breeders and Stallion Awards Program

LifeStream Behavior Center*

Marion County Public Education Foundation

Marion Senior Services, Inc.*

Partnership for Strong Families, Inc.

The Centers, Inc.*

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

Matthew B. Ganoe, CPA

Audit Senior Manager

EXPERIENCE SERVING CLIENTS

Utility Experience

City of Belleview, Florida (W, S)
City of Eustis, Florida (W, S)
City of Ocala, Florida (E, W, S)
City of Oviedo, Florida (W, S)
City of St. Cloud, Florida (W, S)
Florida Municipal Power Agency (E)
Gainesville Regional Utilities (E)
Kissimmee Utility Authority (E)
Marion County, Florida (W, S)
Sumter Electric Cooperative (E)
Talquin Electric Cooperative (E, W, S)
Utility Commission City of New Smyrna Beach (E, W, S)

Employee Benefit Plan Experience

Childhood Development Services, Inc. 403(b)
Clay Electric Cooperative
Marion Senior Services, Inc.
Munroe Regional Medical Center 401(k)
Munroe Regional Medical Center Pension Plan
Partnership for Strong Families, Inc.
Telecom Service Bureau
The Centers, Inc. 401(k)
The Holding Company of the Villages, Inc.
Villages Charter Schools

(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

Matthew B. Ganoe, CPA

CPE CREDITS

Mr. Ganoe is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021

- ▶ Purvis Gray Winter Tax CPE Series
- ▶ FSFOA 2021 Fall Conference – Legislative Update
- ▶ FSFOA 2021 Fall Conference – Cyber Attack Simulation: We've Been Hacked! Now What?
- ▶ FSFOA 2021 Fall Conference – Internal Account GASB 84: A Side-by-Side Comparison
- ▶ FSFOA 2021 Fall Conference – Leadership/Attitude/Healthy Living Update
- ▶ FSFOA 2021 Fall Conference – New Ways of Doing Old Things – Cashless Payments
- ▶ FGFOA Accounting for Leases GASB 87
- ▶ MY CPE Revenue Recognition for NFP's
- ▶ My CPE Cover Your Asses Fraud & Internal Controls
- ▶ My CPE New Audit Report Standards
- ▶ FGFOA GASB Hot Topics
- ▶ FGFOA GASB Update
- ▶ FGFOA Introduction to Governmental Accounting
- ▶ FGFOA Auditor General and Department of Financial Services Update
- ▶ FGFOA You've Issued Dept Now What? Post Issuance Disclosure
- ▶ FGFOA Common Audit Findings
- ▶ FGFOA Providing Government Services in a Remote World
- ▶ FGFOA Creating Efficiencies for Internal Audits
- ▶ FGFOA Legislative Update
- ▶ FGFOA Lies, Lies & Economic Forecasts
- ▶ FGFOA Comprehensive Annual Financial Report Tips and Tricks to Ensure Timely & Accurate Reporting
- ▶ FGFOA Debt Financing Options Used for Public Infrastructure
- ▶ FGFOA Financial Reporting Complexities in Local Governments
- ▶ FGFOA Disaster Recovery Accounting & Single Audit Aspects
- ▶ FGFOA Florida Open Financial Statement System Getting Ready for 2022
- ▶ BDO USA NFP 2021 Audit Quality Update
- ▶ BDO USA NFP 2021 GASB Update
- ▶ BDO USA NFP 2021 GASB Leases Implementation
- ▶ BDO USA NFP 2021 Risk Assessment Methodology for Governments
- ▶ BDO USA NFP 2021 Common Reporting Deficiencies in Governments
- ▶ Purvis Gray Audit Staff Training
- ▶ Surgent McCoy CPE Florida Ethics for CPAs (ETFL)

2020

- ▶ PGCASC 606 Training
- ▶ Paycheck Protection Program Loans and the CARES Act
- ▶ COVID-19 How to Help your Clients Through This Crisis
- ▶ Virus? What Virus? Financial Reporting Implications of the COVID-19 Pandemic
- ▶ Cloud Fund Accounting for Non-Profit Organizations Blackbaud Demo
- ▶ COVID-19 Everything you Need to Know About FEMA Grants and Preventing Inspector General Findings
- ▶ Financial Fraud and Operations Risks
- ▶ BDO Alliance USA Health Act COVID-19 The Nuts and Bolts Around the Funding and Compliance
- ▶ Practice Issues ASC 606 Revenue Contracts with Customers
- ▶ 2018 Yellow Book What you Need to Know
- ▶ EBP Audit and Accounting Update – Preparing for 2020 EBP Busy Season
- ▶ Non-Profit Accounting Update
- ▶ Government Accounting for Debt Transactions
- ▶ Employee Benefit Plan Audit Update
- ▶ Managing the Audit Process and Instructor Credit
- ▶ Risk Assessment and Internal Control

2019

- ▶ FGFOA Nature Coast Chapter – GASAB 87 Leases
- ▶ FGFOA Nature Coast Chapter – Finance from an IT Perspective
- ▶ FGFOA Nature Coast Chapter – Investment Strategies for a Flat Yield Curve
- ▶ FGFOA Nature Coast Chapter – Economics Updates
- ▶ FGFOA Nature Coast Chapter – Government Accounting Updates
- ▶ FGFOA Nature Coast Chapter – Fiduciary Activities
- ▶ FGFOA Nature Coast Chapter – Ethical Leadership You Can't Do Without it
- ▶ FGFOA Annual Conference – GASB Update
- ▶ FGFOA Annual Conference – GASB Hot Topics
- ▶ FGFOA Annual Conference – GASB 87 Deep Dive
- ▶ FGFOA Annual Conference – State Compliance for Local Governments



PEARCE F. HOGAN, CPA

Audit Supervisor

PURVIS
GRAY

CONTACT INFORMATION

Sarasota, Florida
(941) 907-0350
phogan@purvisgray.com

PROFILE

Education

University of Central Florida
2017, BS, Accounting

Professional Credentials

CPA Certificate – 2020 AC55424

Member AICPA and FICPA

Years in Accounting: 4

Years with Firm: 4

EXPERIENCE SERVING CLIENTS

Governmental Experience

Municipalities

City of Alachua, Florida
City of Atlantic Beach, Florida
City of Gainesville, Florida*
City of Fernandina Beach, Florida*
City of Fort Meade, Florida*
City of Frostproof, Florida
City of Mount Dora, Florida
Town of Orange Park, Florida
City of Sarasota, Florida*
City of Williston, Florida

Counties

Alachua County, Florida, Board of County Commissioners*
Alachua County, Florida, Constitutional Officers
Bradford County, Florida, Supervisor of Elections
Bradford County, Florida, Board of County Commissioners*
DeSoto County, Florida, Board of County Commissioners*
DeSoto County, Florida, Constitutional Officers
Nassau County, Florida, Board of County Commissioners*

School Board Experience

Alachua County District School Board
Charlotte County School Board
Clay County District School Board

Utility Experience

Utilities Commission of New Smyrna
Beach (E, W, S)
Withlacoochee River Electric
Cooperative (E)
City of Fort Meade, Florida (E, W, S)
City of Mount Dora, Florida (E, W, S)
City of Williston, Florida (E, W, S)

Other Experience

North Florida GI Center, L.P.
Santa Fe College Foundation Inc.
D.E. Scorpio Corp.

Non-Profit Experience

Coastal Behavioral Healthcare, Inc.*
Diocese of St. Augustine
First Step of Sarasota, Inc.*
Florida Farm Bureau Federation
Florida Rural Legal Services, Inc.*
Meridian Behavioral Healthcare, Inc.*
Morning Star School
The National Center for Construction
Education and Research, LTD.
Three Rivers Legal Services, Inc.
St. Francis Catholic Academy

*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits

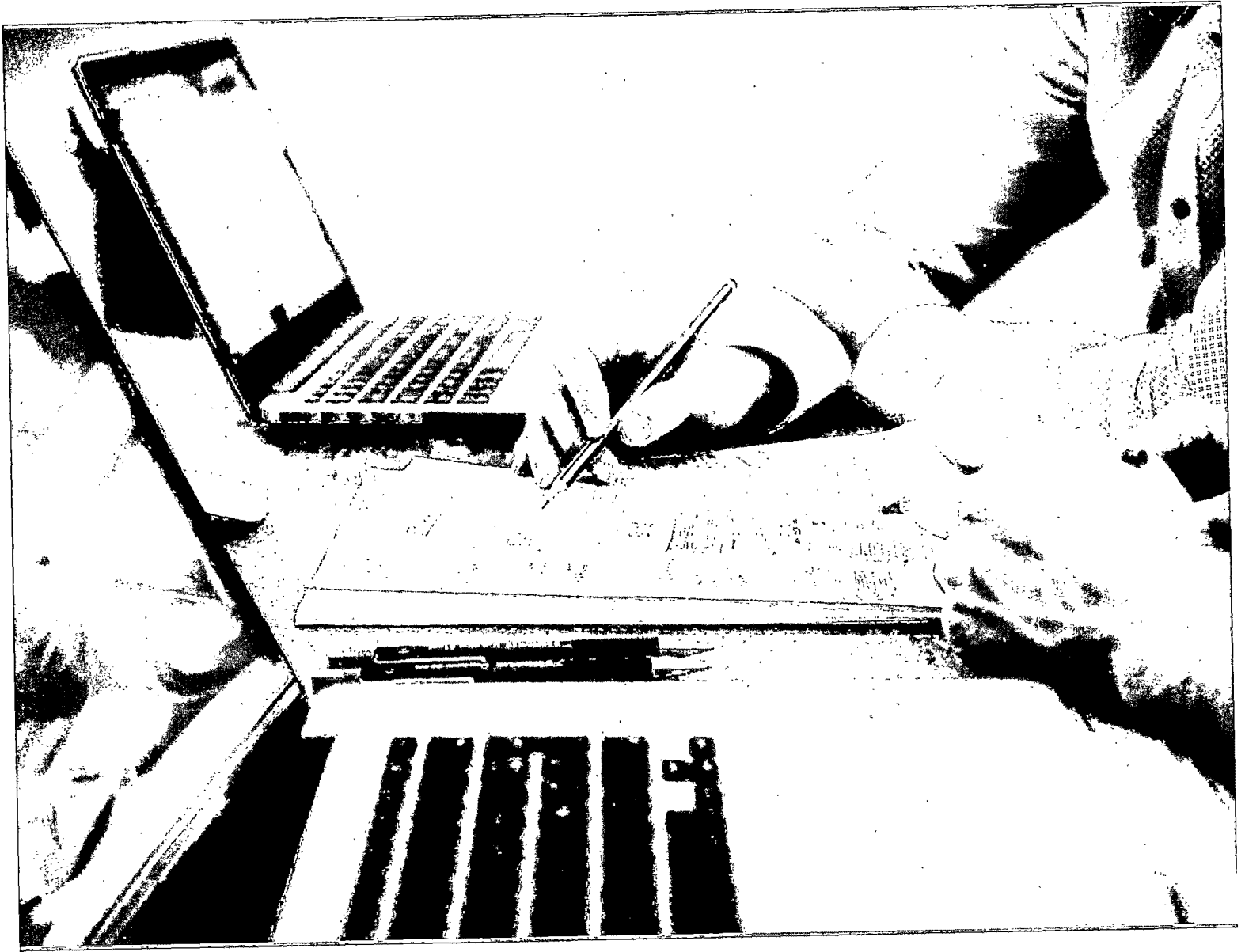
Pearce F. Hogan, CPA

CPE Credits

Mr. Hogan is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2021	▶ Purvis Gray Lunch & Learn Series Depreciation ▶ Purvis Gray Lunch & Learn Series Basis Schedules & K1 Reporting of Grantor Trusts & Disregarded Entities ▶ Purvis Gray Lunch & Learn Series Accrual to Cash Conversion & SE Health Insurance ▶ Purvis Gray Lunch & Learn Series Section 199A Roth Conversions and Reporting the Sale of Assets ▶ Purvis Gray Winter Tax CPE Series ▶ Purvis Gray Fox It Training ▶ BDO USA 2021 Alliance USA Conference ▶ Surgent McCoy CPE Florida Ethics for CPAs (ETFL)
2020	▶ CiviTek AUP Training Webinar ▶ Excel Tips and Tricks ▶ CaseWare Mapping and Connector for Financial Statements ▶ Government Accounting Standards for Debt Transactions ▶ CaseWare Fundamentals ▶ Employee Benefit Plan Audit Update ▶ Managing the Audit Process ▶ CARES Act Essentials ▶ Risk Assessment and Internal Controls
2019	▶ PGC Accounting and Auditing Update ▶ Government Audit Standards What you Need to Know to be Compliant ▶ Major Program Determination and an Overview of the OMB Compliance Supplement ▶ What is a Single Audit A Basic Background and Overview ▶ 403(b) Plans Their Background and Overview ▶ Audit Documentation and Consultations ▶ Auditing Accounting Estimates ▶ Audit Data A Analytics a Primer ▶ Attending Physical Inventory Counts ▶ Integrated Audits and Overview ▶ Auditing Accounts Payable and Accrued Expenses ▶ EBP Update Part I Comments from the US Department of Labor ▶ EBP Update Part II Internal QC and Department of Labor Inspection Results ▶ EBP Update Part III Audit and Accounting Update ▶ EBP Update Part IV Financial Statements and Concluding the Audit ▶ Auditing Cash ▶ Auditing Journal Entries ▶ Auditing Prepaid ▶ Auditing Property, Plant and Equipment Fixed Assets ▶ Control Basics ▶ Basic Audit Techniques ▶ ITGC Assessments/Working with IS Assurance ▶ Engagement Partner Supervision and Review ▶ Engagement Quality Control Reviews ▶ Employee Stock Ownership Plans ▶ Financial Disclosures Non-Profit and Education Industry ▶ Financial Statement Areas and Assertions ▶ Financial Statement Preparation and Review ▶ Identify and Assess Risk Part I ▶ Information Produced by the Entity an Overview ▶ IFRS Update Part I Financial Instruments ▶ Fundamentals of Corporate Taxes ▶ UBI and the 990 T A Primer ▶ Tax Reform and Your Boards' Role ▶ Plan Corrections Under EPCRS ▶ SALT Calculations Principles and Methods ▶ New Views on Non-Profits Compensation and Benefits ▶ PGC Summer CPE

G—AUDIT APPROACH



G—AUDIT APPROACH

Understanding the Scope of Services

We have received your RFP No. 22-003 for *Audit Services*, and we understand the **Schedule of Audit Work to be performed, and give you our express commitment to meet or exceed the performance specifications and time requirements stated in the RFP. We understand the auditing standards to be followed, and the required reports to be issued.**

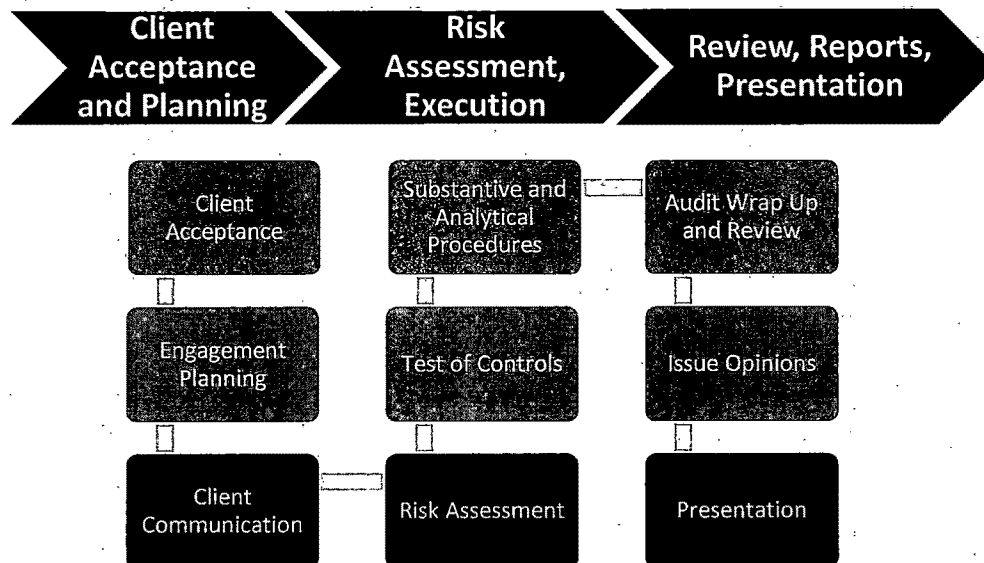
Recent, Current, and Projected Workloads

The firm has been providing audit and accounting services for many years and is proud of its record of delivering quality and timely services to its clients. A substantial percentage of our audit clients are governmental entities. We are highly experienced in managing the audits and work closely with our clients to arrive at mutually acceptable dates of fieldwork and delivery. We take our commitment to provide services to our clients very seriously. Each year we schedule our annual workload well in advance. Prior to proposing on new clients, we evaluate our capacity to ensure we only respond if we will be able to meet or exceed our clients' needs. We are highly experienced at managing audits and work closely with our clients to arrive at mutually acceptable dates of fieldwork and delivery.

Work Plan and Proposed Segmentation of the Engagement

As required by audit standards, our audit methodology is a *risk-based approach*. This methodology focuses the audit resources on the areas where risks (i.e., of fraud, irregularities, financial statement errors) are most likely to occur. It emphasizes the "big picture" over the trivial details.

The audit process can be further broken down into the following steps:



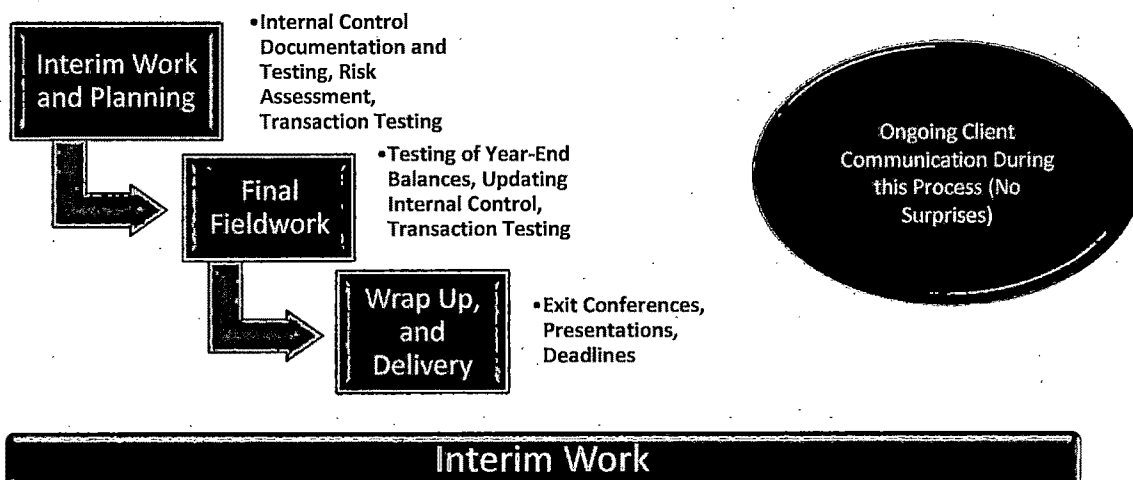
Upon being engaged as your auditors, we would immediately complete our formal due diligence/client acceptance procedures, execute an engagement letter, review the prior auditor's workpapers after proper notification by the City, and schedule planning meetings with City management.

G—AUDIT APPROACH

The purpose of these meetings are as follows:

- ▶ Confirm roles and expectations.
- ▶ Discuss specific accounting, financial reporting, and current year developments.
- ▶ Develop specific performance measures to ensure mutual understanding of the audit process.
- ▶ Develop timelines to confirm shared performance expectations for on-time deliverables.
- ▶ Request key financial reporting cycle and other permanent file documentation.

Our work plan will be developed in coordination with your staff and will be modified where the audit objective can be achieved in a manner least intrusive to your operations. One of our firm's goals is to perform as much audit work as possible during interim fieldwork. This minimizes the pressure on your staff to maintain timetables and meet deadlines after year-end. In addition, it permits the earliest possible identification and resolution of complex accounting and auditing issues. Our preliminary plan has been prepared as follows:



- ▶ A letter communicating the details of the audit plan for interim and year-end procedures will be provided to those charged with governance.
- ▶ Entrance conferences with the City's Manager/Finance Director and other key personnel, regarding the City's operations, audit assistance, and other pertinent items will be held in accordance with revised Scope of Services throughout the term of the audit.
- ▶ Immediately following the initial conference, the following elements of the work plan will be executed. Review the City's operating systems, budget, organizational charts, internal controls, data processing operations, financial reports, internal audit reports, Board minutes, resolutions, and regulatory correspondence, etc. Determine preliminary materiality limits and perform risk assessment procedures.
- ▶ Review the City's federal awards and state financial assistance. Identify major programs or projects and related compliance requirements, plan approach for internal controls, and compliance tests required by the Federal and State *Single Audit Acts*.
- ▶ Perform a review of the internal controls used in the computer environment related to financially significant systems. This review will be performed by individuals from our IT Department along with Audit Department personnel.
- ▶ Establish or revise estimated time requirements by entity and functional area following interim work performed.
- ▶ Prepare preliminary audit programs based upon risk assessment procedures performed.
- ▶ Perform preliminary procedures (such as permanent file construction, review of prior year workpapers, verification of beginning balances, coordination of schedule preparation, confirmations, etc.).

G—AUDIT APPROACH

- ▶ Perform interim fieldwork at a time agreed-upon with the City's staff.
- ▶ Perform preliminary analytical procedures to identify areas of concern and resolve at earliest possible date.
- ▶ Initiate Single Audit procedures - internal control and compliance tests.
- ▶ Hold meetings, as applicable, to assess and discuss the impact of significant regulatory and accounting standard changes.
- ▶ Assist with year-end cutoff procedures (such as finalize confirmations, determine status of in-process construction) and observe taking of annual inventory.

Final Fieldwork

- ▶ Hold pre-audit meeting with the City's management and other key personnel.
- ▶ Perform final year-end audit fieldwork, including sampling, vouching, internal control tests not completed during interim, compliance tests, and substantive tests, including Single Audits.
- ▶ Complete all audit fieldwork according to timetable of each year.

Wrap Up/Presentation

- ▶ Perform Purvis Gray's independent (in-house) reviews and post-fieldwork analytical review.
- ▶ Prepare the City's draft of financial statements, notes, and draft auditor's reports, and related letters.
- ▶ Hold preliminary exit conferences with the City's management and other key personnel and deliver preliminary draft auditor's reports and comments.
- ▶ Deliver final copies of independent auditor's reports on internal control and compliance after final exit conference.
- ▶ Present the final annual comprehensive financial report to the City Commission each year.

Interim and final fieldwork will be further segmented along fund lines and by cross fund areas that are common to all funds. Cross fund areas will include: cash and investments, accounts payable, payroll/benefits, budgets, capital assets, debt, Single Audit (if applicable), pensions, and utility billing. The Single Audit, if applicable, will be conducted across all department grant programs/projects, and all grant revenues, receivables, and unearned revenues and expenses.

Proper planning and communication are essential to an effective and efficient audit. At least one month prior to interim and final fieldwork, Purvis Gray will prepare the client request list using Suralink. This provides a dynamic request list that is integrated with a secure file hosting system (hosted in SOC 2 compliant data centers) for seamless document coordination between the client and the auditor. With Suralink's dynamic request list all audit requests and documents provided by the City are in one place, updated in real time, and accessible by everyone working on the engagement, including the City's team members. The City may assign individual users to each request and monitor audit progress with dashboard and email notifications, customized by each individual user.

Issues are identified, discussed, and resolved as early as possible. All members of the audit team and the firm are available to the City's management at all times throughout the process. Our audit approach utilizes substantive tests, compliance tests, tests of controls, and analytical procedures.

G—AUDIT APPROACH

Timeline of Work Plan

One of our firm's goals is to perform as much audit work as possible during interim fieldwork. This allows us to better schedule our annual workload and minimize the pressure on your staff to maintain timetables and meet deadlines after year-end. In addition, it permits the earliest possible identification and resolution of unique or unusual accounting and auditing issues. Our start and finish dates for each segment of the audit are listed below:

	July	August	September	October	November	December	January	February	March	April	May	June
Interim Work and Planning												
Final Fieldwork												
Wrap-Up and Delivery												

We fully intend and expect to meet all of your audit deadlines, including the March 31 GFOA submission deadline.

Level of Staff

Estimated hours, by staffing level and segment, are as follows:

Hours By Segment	Partner	Managers	Supervisor/ Senior	Staff	Total
Interim Fieldwork					
Audit Planning and Administration (Incl. Staff Supervision and Review)	10	15	10	-	35
Internal Controls (Key Control Identification and Walkthroughs)	-	-	10	40	50
Information Technology General Controls Review	-	25	-	-	25
Total Interim Fieldwork	10	40	20	40	110
Final Fieldwork					
Audit Planning and Administration (Incl. Staff Supervision and Review)	20	20	10	-	50
Cash and Investments	-	-	5	15	20
Governmental Revenues and Accounts Receivables	-	5	15	-	20
Utility Revenues and Accounts Receivables	-	10	15	-	25
Inventory	-	-	-	5	5
Capital Assets	-	-	-	20	20
Accounts Payable and Expenditures/Expenses	-	-	-	20	20
Debt (Incl. Compliance)	-	15	-	-	15
Equity/Fund Balance	-	-	5	-	5
Payroll	-	-	-	20	20
Pensions/OPEB	-	15	15	-	30
Single Audit	5	5	15	10	35
Community Redevelopment Agency	5	5	10	20	40
Total Final Fieldwork	30	75	90	110	305
Wrap-Up and Delivery					
Audit Completion Procedures and Reporting Assistance and Review of the Annual Comprehensive Financial Report	15	15	10	-	40
	5	10	5	-	20
Total Wrap-Up and Delivery	20	25	15	-	60
Total Estimated Audit Hours	60	140	125	150	475

G—AUDIT APPROACH

Approach for Sampling for Tests of Compliance

Statistical sampling will be used on this engagement and will be coordinated with other audit procedures to achieve audit objectives in the most efficient manner possible. Statistical sampling will be used in relation to audit procedures for:

- ▶ Tests of Controls
- ▶ Substantive Tests of Transactions and Account Balances
- ▶ Tests of Compliance with Laws and Regulations
- ▶ Attribute Sampling

All sampling will be performed in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Uniform Guidance; Chapter 10.550, *Rules of the Auditor General*; and State Department of Financial Services, *State Projects Compliance Supplement*.

Analytical Procedures

Analytical procedures will be used extensively on this engagement. Initial applications will be used in general planning to improve the firm's understanding of operations and to identify areas of increased risk and extended audit procedures. Analytical procedures will also be used to facilitate the development of the audit program.

During the audit fieldwork, analytical procedures will be used as substantive tests to significantly reduce or eliminate certain tests of details. Analytical procedures will be used in the following and other audit areas:

- ▶ Operating and Grant Revenues
- ▶ Payroll and Fringe Benefits
- ▶ Debt and Debt Service Expenditures
- ▶ Inventories
- ▶ Operating Expenses/Expenditures

Approach to Auditing Internal Control Structure, Including IT General Controls

Auditing standards require auditors to obtain an understanding of internal control sufficient to assess the risk of material misstatement of the financial statements due to error or fraud, and to design the nature, timing, and extent of further audit procedures.

We will perform audit procedures to obtain an understanding of the design and implementation of the City's key controls in each significant audit area. Understanding the key controls will include an extensive review and documentation of the City's control environment, risk assessment activities, information and communication systems, monitoring activities, and control activities.

As part of understanding the control activities, we will identify significant classes of transactions and cycles and other areas with significant risks or fraud risks. Common areas identified include, but are not limited to, the following:

- ▶ *Significant Classes of Transaction and Cycles:*
 - Cash
 - Investments, Investment Compliance
 - Utility Revenues – Billing, Accounts Receivable, Cash Receipts
 - Grants Revenues and Expenditures – Accounts Receivable, Cash Receipts and Disbursements
 - Accounts Payable and Expense/Expenditure – Purchasing, Cash Disbursements
 - Payroll and Related Liabilities – Human Resources, Payroll Disbursements
 - Capital Assets and Capital Outlay
 - Debt Compliance

G—AUDIT APPROACH

► **Other Areas with Significant Risks or Fraud Risks:**

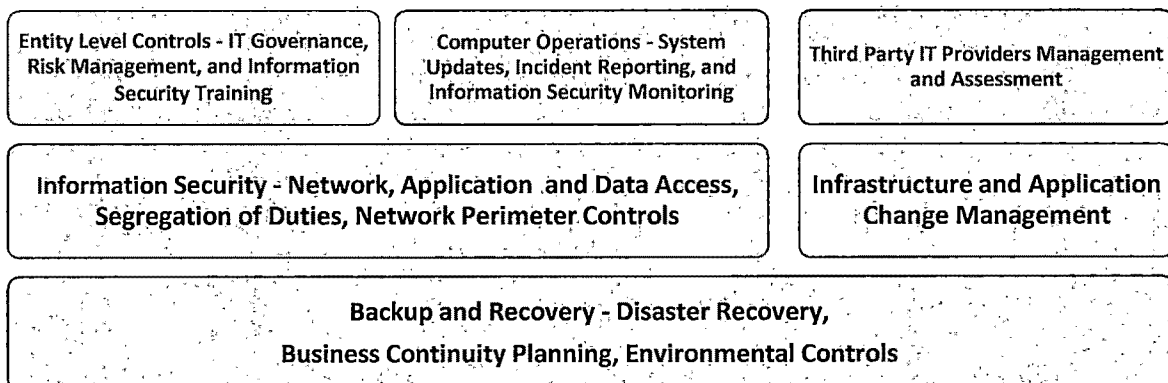
- Unusual Transactions
- Significant Estimates
- Subsequent Events
- Information Technology Risks

For significant classes of transactions and cycles, we will gain an understanding of the processes and controls over initiating, authorizing, recording, processing, reporting, and reconciling. We will:

- Request, obtain, and review available City policies and procedures, flowcharts, and other documentation.
- Review City-provided documentation against practice aids and best practices.
- Develop and update our business process and internal control narratives, flowcharts, checklists, and other documentation based on our review of City-provided documentation against our practice aids.
- Meet with and interview key Financial Department personnel and department directors or staff of key offices and programs to further develop and update our understanding of the processes and controls to include:
 - Identify the key manual and automated controls.
 - Confirm with management that the key controls have been properly identified.
 - Evaluate whether the key controls are properly designed and implemented by performing audit procedures, including observation, inspection, performance, and confirmation to obtain audit evidence that the controls are properly designed and implemented.
 - Identify any weaknesses in the design or implementation.
- Discuss any weaknesses in internal control with management to confirm our understanding or to receive additional information or identify compensating controls, if any.
- Consider performing tests of controls (to test the operating effectiveness of the controls during the City's fiscal year) if controls have been properly designed and implemented.

For significant risks and fraud risks, we will identify the key controls, evaluate whether they have been properly designed and implemented, and design further audit procedures (tests of details) to specifically address those risks.

For information technology risks, we will gain an understanding of the IT environment, including the Information Technology General Controls, which includes determining suitability of design and whether the control is implemented. The following are various types of IT General Controls that typically are evaluated as part of the financial audit process:



G—AUDIT APPROACH

Our IT Auditors will work with your IT professionals to evaluate the IT General Controls relevant to your financial applications that are key to the financial audit to advise and assist in the type, timing, and degree of testing performed by the audit team. This is usually accomplished through a questionnaire and checklist to be completed by your IT personnel followed up by interviews, inspection, and testing as deemed necessary by our IT Auditors. ***Additionally, it is not uncommon for our IT Auditors to offer valuable formal or informal recommendations to further mature and refine your IT General Controls as a result of this process.*** The familiarity we gain from completing this work which is required for your financial audit will also make us very familiar with your IT platforms, ERP, and all other aspects of your IT. This is helpful in the event that we may be of further service beyond the Financial Audit in any areas of IT consulting and Assessment services that we offer.

Software

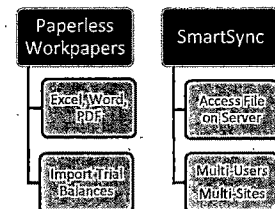
Purvis Gray values security and strives to protect data provided by the City. Our auditor's laptops are encrypted and communications between the auditor and Purvis Gray's servers are performed over a secure VPN connection. The following are the various computer audit software tools used by Purvis Gray:



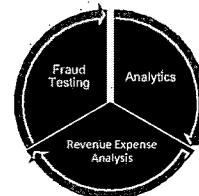
Suralink's Dynamic Request List is Integrated with a Secure File Hosting System for Seamless Document-Coordination Between the Client and the Auditor



Paperless Audit Engagement Software System -
CaseWare Working Papers and SmartSync



Computer-Assisted Audit Techniques (CAAT)
Software - CaseWare's IDEA with
SmartAnalyzer and Excel



CHECKPOINT™ TOOLS

Research and Audit Checklists, Worksheets, Programs,
Letters – Thomson Reuters PPC Checkpoint Tools

Research, Reference Material,
Checklists, Audit Programs, Practice
Aids PPC Checkpoint Tools

G—AUDIT APPROACH

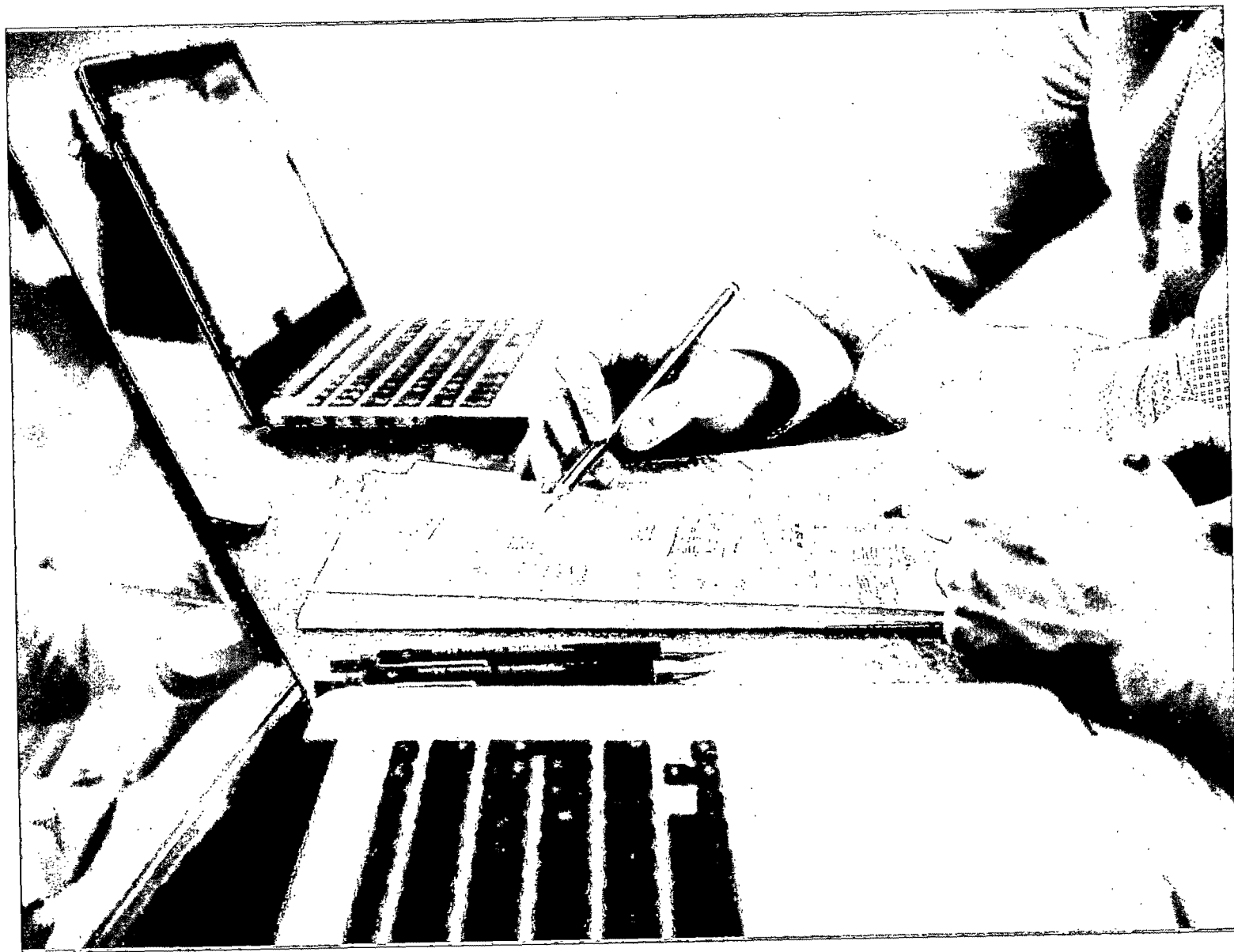
Approach to the Single Audit

Procedures specific to testing of major federal and state programs are as follows:

- ▶ Determine if the City has \$750,000 of federal or state expenditures during the audit period, which would require a federal or state single audit.
- ▶ Determine if the City has been identified as a "low risk" auditee from prior years to determine percentage of federal assistance required to be audited. This determination is not applicable for state projects.
- ▶ Classify federal expenditures between Type A and Type B programs based on total federal or state expenditures and the federal and state formulas.
- ▶ Review Grant Program Internal Controls, prior findings, if any, and inherent risk to identify major federal and state programs to be detail audited using risk-based approach.
- ▶ Test internal controls over direct and material compliance requirements for all major programs based upon the OMB Compliance Supplement and the Department of Financial Services' State Projects *Compliance Supplement*.
- ▶ Review grant agreements for all major programs, confirm with grantor agency various information related to programs selected for testing, including the amount paid during the current audit period, and other relevant items.
- ▶ Reconcile expenditures reported on the SEFA to the underlying accounting records. Audit grant revenues and expenditures charged to grant programs to ensure allowability and that indirect costs are properly charged.
- ▶ Review the SEFA and related notes and ensure the information agrees to supporting accounting records and grant audit work performed.
- ▶ Prepare the auditor's report on the SEFA and the auditor's report on compliance and internal control over each major program.
- ▶ Prepare the Summary Schedule of Findings and Questioned Costs.
- ▶ Prepare or assist in the preparation and filing of the Data Collection Form with the Federal Clearing House and prepare the Auditor's certification of the submission.

The work above will be performed by a Single Audit specialist on the engagement team and may vary based upon the specific programs selected for testing and the unique compliance features of each.

H—PRICE PROPOSAL



PRICE PROPOSAL FORM
RFP #22-003 AUDITING SERVICES

COMPANY NAME Purvis, Gray and Company, LLP

**A. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES AS DESCRIBED IN
RFP #22-003 FOR FISCAL YEARS ENDING 2022, 2023, 2024:**

2022 \$ 44,000.00

2023 \$ 44,750.00

2024 \$ 45,550.00

TOTAL \$ 134,300.00

B. ANNUAL PRICE PROPOSAL FOR SINGLE AUDIT FEE:

2022 \$ 4,500.00

2023 \$ 4,500.00

2024 \$ 4,500.00

TOTAL \$ 13,500.00

**C. ANNUAL PRICE PROPOSAL FOR ASSISTANCE AND/OR REVIEW OF THE
COMPREHENSIVE ANNUAL FINANCIAL REPORT, IF REQUIRED:**

2022 \$ 2,500.00

2023 \$ 2,500.00

2024 \$ 2,500.00

TOTAL \$ 7,500.00

D. ANNUAL PRICE PROPOSAL FOR AUDITING SERVICES FOR COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEARS ENDING 2022, 2023, 2024:

2022 \$ 5,000.00

2023 \$ 5,000.00

2024 \$ 5,000.00

TOTAL \$ 15,000.00

(Renewal options for (2) one-year renewal periods may be negotiated for services provided in items A through D).

3-3-2022

Date

Purvis, Gray and Company, LLP

Company Name

AD0041478

FL License Number

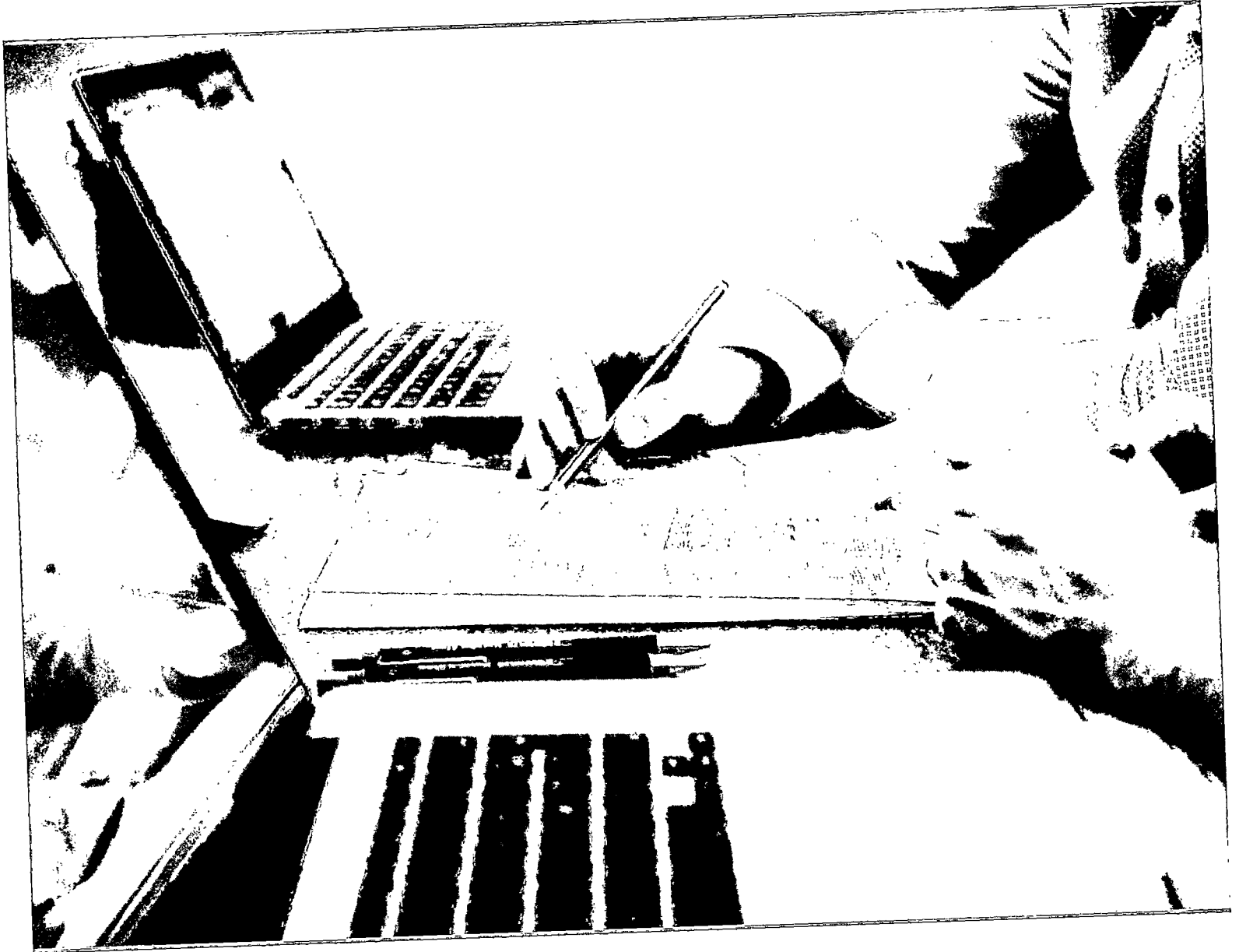
Timothy M. Westgate, CPA, Partner

Authorized Officer (print)



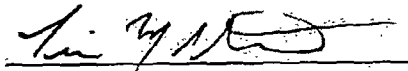
Authorized Signature

REQUIRED FORMS



DRUG-FREE WORKPLACE STATEMENT

Purvis, Gray and Company, LLP complies with all regulations related to a drug-free workplace as defined in Florida Statute 287.089.

A handwritten signature in black ink, appearing to read "Tim M. Westgate", is written over a horizontal line.

Timothy M. Westgate, CPA
Partner



EXHIBIT "G"
RFP CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Proposer's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this proposal. (Indirect ownership or benefit applies to any members of his or her immediate family.) Proposer certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Proposer agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Evaluation Committee members, and other key City employees and consultants involved in the award of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

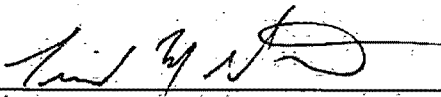
 X To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

 The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal.

Acknowledged by:

Purvis, Gray and Company, LLP

Firm Name


Signature

Timothy M. Westgate, CPA, Partner

Name and Title (Print or Type)

 3-3-2022
Date

RFP 22-003 Auditing Services

RFP #22-003 COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THESE RFP INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS AND THAT THE PRICES REFLECTED ON THE "SCOPE OF SERVICES/PRICE PROPOSAL FORM" ARE ACCURATE AND WITHOUT COLLUSION.

Purvis, Gray and Company, LLP

COMPANY NAME

352.732.3872

TELEPHONE (INCLUDE AREA CODE)
352.732.0542

FAX (INCLUDE AREA CODE)
twestgate@purvisgray.com

E-MAIL ADDRESS


AUTHORIZED SIGNATURE (manual)

Timothy M. Westgate, CPA, Partner

NAME/TITLE (PLEASE PRINT)

2347 SE 17th Street

STREET ADDRESS

Ocala, Florida 34471

CITY STATE ZIP

FEDERAL ID # 59-0548468

Individual ☐ Corporation ☐ Partnership ☐ Other (Specify) ☐ LLP ☐

IF REMITTANCE ADDRESS IS DIFFERENT
FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

Sworn to and subscribed before me this 3 day of March, 20 22.

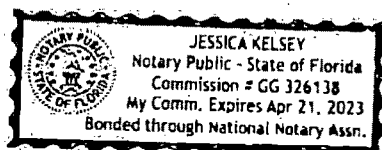
Personally Known ☒ or

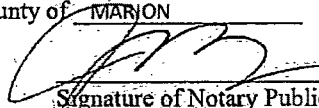
Produced Identification ☐

(Type of Identification)

Notary Public - State of FLORIDA

County of MARION




Signature of Notary Public

Jessica Kelsey
Printed, typed or stamped

Commissioned name of Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

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 McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	CONTACT NAME: Heidi Tapanes PHONE (A/C, No, Ext): 352-371-7977 FAX (A/C, No): 352-505-2083 E-MAIL ADDRESS: heidi@mcgriffwilliams.com	
INSURED Purvis Gray & Co., LLP and Purvis Gray Tech. Group LLC PO Box 141270 Gainesville FL 32614	PURVI-1	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Allied Property and Casualty		42579
INSURER B : Associated Industries Ins Co		23140
INSURER C : General Star Indemnity		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 980135021

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ACBPPOC5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ACBPPOC5995521854	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ACPCAP5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	AWC1166790	5/31/2021	5/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Employee Dishonesty Bond Professional			BDC7800387274 C55287-00060-21-00	5/31/2021 9/21/2021	5/31/2022 9/21/2022	\$500,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Informational Purposes Only

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

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12. **SUMMARY OF LITIGATION:**

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the proposer in the past five (5) years which is related to the services that the proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. If none, please so state.

(Attach additional sheets if necessary)

NONE

13. **ACKNOWLEDGMENT OF ADDENDA:**

Proposer acknowledges receipt of the following addenda:

No. 1	Dated February 24, 2022
No. 2	Dated March 1, 2022
No.	Dated



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2022

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 McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	CONTACT NAME: Heidi Tapanes PHONE (A/C, No, Ext): 352-371-7977 E-MAIL ADDRESS: heidi@mcgriffwilliams.com FAX (A/C, No): 352-505-2083
INSURED Purvis Gray & Co., LLP and Purvis Gray Tech. Group LLC PO Box 141270 Gainesville FL 32614	INSURER(S) AFFORDING COVERAGE INSURER A: Allied Property and Casualty INSURER B: Associated Industries Ins Co INSURER C: General Star Indemnity INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 359084184**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ACBPPOC5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		ACBPPOC5995521854	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y		ACPCAP5995521854	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1166790	5/31/2021	5/31/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Employee Dishonesty Bond Professional			BDC7900387274 C55287-00060-21-00	5/31/2021 9/21/2021	5/31/2022 9/21/2022	\$500,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an additional insured. Workers' compensation and general liability contain waiver of subrogation in favor of certificate holder.

CERTIFICATE HOLDER**CANCELLATION**City of Ocoee
150 N Lakeshore Drive
Ocoee FL 34761-2258

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

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Meeting Date: August 5, 2025
Item #: 14

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director:
City Manager: Craig Shadrix

Subject: Authorization of Task Order to JL2 Architecture for Design of Fire Station No. 38 Under Continuing Professional Architectural Services Contract RFQ #25-004. (Public Works Director Krug)

Background Summary:

The City Commission awarded a Continuing Professional Architectural Services Contract, RFQ #25-004, to JL2 Architecture on April 1, 2025. The first Task Order under the contract was listed as the design of the new Fire Station No. 38 to be located on City property at the southwest corner of North Lakewood Avenue and 2nd Ave. A scope of services meeting was held with JL2, ZHA (City's Owners Representative) and City staff to develop a Task Order proposal. JL2's proposal of \$470,000.00 for the design services has been reviewed by both ZHA and City staff and found to be in line with industry standards. A preliminary design of the Station was provided by JL2 at the scope of services meeting and a notice to proceed will be issued following authorization of this Task Order. While design is underway, ZHA and City staff are working to advertise a Construction Manager At Risk (CMAR) contract to secure the services of a building contractor prior to the completion of the design, which will include constructability reviews to control costs and accelerate the overall completion schedule of the station. The design of the new station is adequately funded in the current budget. Public Works recommends Commission authorization of the Task Order for Fire Station No. 38.

Issue:

Should the Honorable Mayor and City Commissioners authorize a Task Order for the design of Fire Station No. 38 to JL2 Architecture?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the Task Order for the design of Fire Station No. 38 to JL2 Architecture for \$470,000.00 in accordance with Continuing Professional Architectural Services Contract, RFQ #25-004, and authorize the City Manager and Staff to approve change orders to this Task Order up to the limits of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:

1. Final Proposal

Financial Impacts:

The design cost is adequately funded by job # P000352 in the capital projects budget.

Type of Item: Consent



July 1, 2025

Mr. Rick Mellin
President
ZHA
2290 Lucien Way, Suite 300
Maitland, FL 32751

RE: Fire Station

SUBJECT: Professional Architectural & Engineering Design Services
Commission No. – 2025-P013

Dear Mr. Mellin:

jl2 Architecture appreciates the opportunity to submit our proposal for Architectural and Engineering services for the City of Ocoee's new Fire Station. Included are the attached exhibits: A-Scope of Project, B-Scope of Services, C-Compensations Schedule, D-Deliverables and E-Hourly Rates and F-Calendar Schedule.

For the design of the new fire station/administration building, we propose a fixed fee of \$470,000.00 (Four Hundred Seventy Thousand Dollars and Zero Cents). This fee includes architectural, interior design, civil, geotechnical, landscape, irrigation, land surveying, environmental, structural, mechanical, electrical, plumbing, fire protection, security & communication services in five including planning, schematic design, design development, construction documents, bidding & construction administration.

We utilized the Florida DMS curve, complexity group B, to develop our fees. Based on a construction budget of \$4.5 million a base compensation of \$335,575.00 has been determined. According to the Florida DMS curve, the following items are considered additional services and have been included in our final fixed fee shown above:

- 1. Civil engineering - \$84,200.00**
- 2. Environmental Engineering - \$13,190.00**
- 3. Surveying - \$12,035.00**
- 4. Irrigation Design - \$2,400.00**
- 5. Geotechnical Engineering - \$9,000.00**
- 6. IT, AV & Security - \$13,600.00**

Our proposal is based upon the final scope of work identified in RFQ #25-004 and scoping meeting held on June 3, 2025. jl2 Architecture will be responsible for the architectural and engineering design / coordination utilizing the following consultants:

1. CPH / Surveying, Civil, Env., Landscape & Irrigation Engineering located in Sanford, FL.
2. Burton Braswell Middlebrooks (BBM)/Structural Engineer located in Longwood, FL.
3. OCI & Associates/MEP/FP Engineers located in Maitland, FL.
4. ECS /Geotechnical located in Orlando, FL.

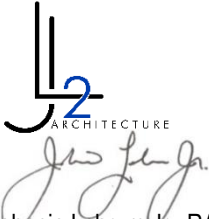
Clarifications:

1. Sustainable certification of any kind is not included.
2. Traffic Engineering not included.
3. Agency fees associated with the building, environmental or site permitting process are not included.
4. Project to be completed using 3D Building Information Modeling (Revit / BIM).
5. Construction Administration (CA) services assumes a construction duration of 12 months.
6. CA services include field observations but do not include inspections.
7. All expenses are included in the lump sum fee.
8. jl2 Architecture reserves the right to submit an additional service if the project construction budget is increased.
9. A phase one environmental assessment/report is not included.

ATTN: Mr. Mellin
RE: Fire Station
July 1, 2025 - Page 2

We hope this proposal meets with your approval and we are available to discuss with you or your staff any aspect of the information contained herein. j|2 Architecture is prepared to initiate start-up immediately at the direction of the City of Ocoee and we are committed to servicing you with our fullest capabilities. We look forward to hearing from you soon.

Sincerely,

The logo for j|2 Architecture features a stylized 'j' and '2' in blue and black, with the word 'ARCHITECTURE' in small black capital letters below it. Below the logo is a handwritten signature in black ink that reads 'Johnnie Lohrum Jr.'.

Johnnie Lohrum Jr., RA
President

Attachments: Exhibit A--Scope of Project
 Exhibit B--Scope of Services
 Exhibit C--Compensation Schedule
 Exhibit D--Deliverables
 Exhibit E--Hourly Rates
 Exhibit F--Calendar Schedule

City of Ocoee
Fire Station
Exhibit A – Scope of Project
Planning, Design, Permitting & Construction Administration
July 1, 2025 – Page 3

The City of Ocoee is seeking to design and construct a new Fire Station within City limits under the continuing services contract. Scoping items may include a lobby, bunk rooms, fitness room, dayroom, kitchen, dining, EMS storage, 3 apparatus bays, decontamination areas and other spaces that may be needed for the new station to function at full efficiency.

The new Facility structure and components shall be a Risk Category IV hardened design for resistance to winds of 155 MPH and large missile impact meeting the fire station standards of the National Fire Protection Administration. Integration of mechanical, electrical, plumbing, fire protection, fire alarm, security surveillance, access control, and communications systems for 24-hour operation during an emergency event is essential. The project will consider utilizing sustainable design strategies without certification.

The City intends on utilizing a Construction Manager. jl2 Architecture will coordinate with the City, all representatives & the County Project Manager from design through construction completion. We will develop / implement fiscally responsible design, materials and systems for the building and site within an approved construction budget.

City of Ocoee
Fire Station
Exhibit B – Scope of Services
Planning, Design, Permitting & Construction Administration
July 1, 2025 – Page 4

Phase One – Planning

- 1) The CONSULTANT shall provide program verification for the City & Fire staff as part of the initial data gathering.
- 2) The CONSULTANT shall conduct interviews with City staff for the development of conceptual design for the new Public Works Facility. Interviews will focus on the key functional and operational characteristics of the facility, including current staffing and projected staffing, labor agreements, fleet size, mix and projected growth.
- 3) THE CONSULTANT shall prepare a PRM (Project Requirements Manual) to include the following:
 - A) Conceptual Design Narrative:
 - List of goals and objectives of the City for the building.
 - Design criteria for each building system – architectural, structural, HVAC, electrical, lighting, plumbing, fire protection, lightning protection, security, fire alarm, IT/ Communications/ AV Systems, civil engineering (utilities, zoning, parking, environmental, grading, drainage, paving, access, special items such as automated building systems.), landscaping and irrigation, special systems, fuel and water station, generators, building automation system, redundant systems, self-sufficient on-site utilities and related issues. Design criteria shall include, but not be limited to, redundant systems, systems for 24-hour operation, emergency back-up systems such as generators.
 - B) Detailed list of all permits required, estimated application fees, required documents and calendar schedule.
 - C) Summary of sustainable strategies to be implemented.
 - D) Conceptual floor plan with room names, square footages of City program spaces and core infrastructure space.
 - E) Conceptual site plan. Diagrammatic site plan layouts including building footprint, parking and drive access, storm water, utilities, emergency vehicle access, easements, setbacks, environmental analysis.
 - F) Water/ sewer utility capacity analysis and recommendation.
 - G) Fire hydrant testing
 - H) Report of data collection and analysis.
 - I) Meeting minutes.
 - J) Preliminary Civil / Site environmental assessment.
 - K) Site surveying information including tree surveying.
- 4) THE CONSULTANT shall conduct Design Workshops where THE CONSULTANT sketches diagrams and drawings alongside City staff to fully investigate the building and site layout in a collaborative manner. The consultant will prepare as many site & building layouts as necessary to incorporate the City's vision, pending project timing.
- 5) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City-CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings.

Phase Two – Schematic Design

- 1) THE CONSULTANT shall prepare computer generated dimensioned, to scale drawings:
 - a) Floor plan with structural elements, furniture, equipment & cabinetry.
 - b) Life safety floor plan
 - c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
 - d) Building Section (one).
 - e) Typical Wall Section.
 - f) Civil site layout drawing.
 - g) Site layout drawing with circulation patterns for vehicles, equipment, materials and personnel.
 - h) MEP systems narratives.
 - i) Structural systems narratives.
- 2) THE CONSULTANT shall prepare a sustainability requirements narrative with line items describing each sustainable design element in the project.
- 3) THE CONSULTANT shall provide land surveying engineering services. Land surveys to be signed and sealed by a Florida licensed surveyor. Land surveys to include boundary, legal description and topography. Topography in one-foot contours plus spot elevations of buildings, structures, pavement and related appurtenances.
- 4) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.
- 5) THE CONSULTANT shall conduct meetings with the City, vendors and agencies as necessary to design the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Three – Design Development

- 1) THE CONSULTANT shall obtain site development permits as required for agencies such as, FFWCC, SJRWMD, FDEP, City Land Development (conceptual, final if required and development order), DOH and any others required for the construction of the project.
- 2) THE CONSULTANT shall begin the site development approval process for utilities (water, sewer, gas, power, phone, cable, etc).
- 3) THE CONSULTANT shall prepare an outline specification (CSI div 1 through 32) with product cut sheets per division.
- 4) THE CONSULTANT shall prepare two color, computer generated, rendered, three dimensional exterior views of the building. Fully rendered with cars, people, landscaping, sunlight and shadows and the like. THE CONSULTANT shall revise colors and cladding on rendering as may be necessary to match the color and cladding material approvals by the City.
- 5) THE CONSULTANT shall prepare electronic interior finishes sample board – minimum of two schemes.
- 6) THE CONSULTANT shall update the sustainability narrative.
- 7) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids,

submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

- 8) THE CONSULTANT shall prepare dimensioned, to scale drawings including base bid and alternate plans:
 - a) Updated floor plan with structural elements, furniture, equipment, and cabinetry.
 - b) Structural foundation and framing plans.
 - c) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
 - d) Building Sections.
 - e) Wall Sections.
 - f) Roof plan with all penetrations and equipment.
 - g) Interior finish schedule.
 - h) Door and Window Schedule.
 - i) Reflected ceiling plan with all ceiling mounted systems.
 - j) Life safety plan with updated building code summary.
 - k) Civil site drawings.
 - l) Landscape drawings.
 - m) Electrical, communication, lighting and A/V drawings. Communication systems include site fiber optic structured cabling. Communications to include structured cabling and racks for telephone, building automation, computers and audio-visual systems.
 - n) Lighting design plan with photometric analysis.
 - o) Electrical and communications site plan.
 - t) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, lobby and special finishes or special equipment.
 - u) HVAC, plumbing and fire protection drawings.
- 9) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design and permit the building. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule City- CONSULTANT meetings. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be based on the preliminary schedule and includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Four & Five – Construction Documents/Bidding

- 1) THE CONSULTANT shall provide all required documents for building permit application and jurisdictional agency submittals. SJRWMD, DEP, FFWCC City Land Development. THE CONSULTANT shall respond to agencies and revise the construction documents as necessary to obtain agency approvals and for construction permits. The cost of jurisdictional agency application, registration, review and permitting fees are not included.
- 2) THE CONSULTANT shall prepare technical specifications division 1 through 32 – Construction Specification Institute format. All specifications shall be in a book not on the drawings. Finish door hardware schedule, civil engineering specs, landscape architecture specs, architectural specs, structural system specs, communication specs, security specs, electrical specs, mechanical specs, plumbing specs, building automation specs, generator and redundant system specs, fire protection specs, vehicle maintenance equipment specs, , cold storage equip. specs, equipment specs, specialty equipment specs, liquid and airborne hazardous materials containment systems specs, cabinetry and fixed equipment specs & A/V specifications will be included as a part of the division 1 through 32 specs in the book.
- 3) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.

ATTN: Mr. Mellin
RE: Fire Station
July 1, 2025 - Page 7

- 4) THE CONSULTANT shall prepare dimensioned, to scale drawings:
 - a) Updated floor plan with structural elements, furniture, equipment, and cabinetry.
 - b) Structural foundation and framing plans.
 - c) Structural details.
 - d) Exterior elevation views of the building indicating materials of exterior envelope. North, south, east, west.
 - e) Building Sections.
 - f) Wall Sections.
 - g) Building envelope and penetration details.
 - h) Roof plan with all penetrations and equipment.
 - i) Roof details.
 - j) Interior finish schedule.
 - k) Door and Window Schedule.
 - l) Door and window details.
 - m) Reflected ceiling plan with all ceiling mounted systems.
 - n) Ceiling and wall details.
 - o) Life safety plan with building code summary.
 - p) Civil site drawings.
 - q) Landscape and irrigation drawings.
 - r) Electrical, security, lighting and communications site plan.
 - s) Enlarged room plans with furniture and equipment layouts – mechanical, electrical, communications, restrooms and showers, lobby, rooms with cabinetry, plumbing, special finishes or special equipment.
 - t) Interior elevation views.
 - u) Cabinet details.
 - v) HVAC, plumbing and fire protection drawings.
 - w) Building automation drawings.
 - x) Generator and redundant systems drawings.
 - y) Lightning protection drawings.
- 9) THE CONSULTANT shall prepare a detailed review of necessary CM submittals such as reports, tests, field notes, meeting notes, cost estimates, pricing, value engineering, GMP forecasts, CPM schedules, subcontractor bids, submittals, subcontractor qualifications. CONSULTANT shall submit review comments and recommendations to the City where appropriate. CONSULTANT shall respond to CM questions and requests for information which may include alternative designs, supplemental drawings.
- 10) THE CONSULTANT shall conduct Meetings with the City, vendors and agencies as necessary to design and permit the building. The CONSULTANT shall attend the PREBID conference. THE CONSULTANT shall prepare Meeting Agenda and Meeting Reports for each encounter. THE CONSULTANT will schedule vendor and agency meetings such that the City may be present at all meetings. The quantity of meetings will be on the basis of the preliminary schedule includes additional meetings as necessary due to specific issues or needs as they arise.

Phase Six -- Construction Administration/ Closeout

- 1) THE CONSULTANT shall conduct twice-monthly and as needed field visits. In addition to the architect visits, the civil engineer, landscape architect, security consultant, hardware consultant, electrical engineer, communications consultant, structural engineer and mechanical engineer will make periodic visits appropriate to their discipline. THE CONSULTANT shall prepare a field report as necessary. The number of visits is based on twice-monthly visits for the duration of the construction schedule including the period between substantial completion and final completion.
- 2) THE CONSULTANT shall coordinate to the best of their ability within the typical standard of care, with the CM, City and City IT Division in locating all piping, conduit, infrastructure, structured cable and devices prior to concrete pours, drywall or other concealment with special attention being called to the power, security and communications systems.
- 3) THE CONSULTANT shall review contractor shop drawings and submittals.

ATTN: Mr. Mellin
RE: Fire Station
July 1, 2025 - Page 8

- 4) THE CONSULTANT shall review contractor applications for payment.
- 5) THE CONSULTANT shall conduct a Substantial Completion evaluation and prepare certificate with punch list of deficiencies.
- 6) THE CONSULTANT shall attend bi-weekly safety/ construction meetings with the City, CM, vendors and agencies and as necessary to administer the construction of the building. Contractor shall prepare Meeting Agenda and Meeting Reports for each encounter. The City will schedule the meetings and be present at all meetings. A licensed architect or contractor, shall attend all construction meetings. The number of visits is based on bi-weekly visits for the duration of the construction schedule including the period between substantial completion and final completion. Additional site visits as necessary due to the stage of construction or specific issues that occur are also included.
- 7) THE CONSULTANT shall conduct a Final Completion evaluation and verify CM's final pay application.
- 8) THE CONSULTANT shall conduct a pre one year warranty walk.

*** End of Scope of Services**

City of Ocoee
Fire Station
Exhibit C – Compensation Schedule
Planning, Design, Permitting & Construction Administration
July 1, 2025 – Page 9

Phase One Services: Planning

Planning documents complete	10%	\$ 47,000.00
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Phase Two Services: Schematic Design

Schematic documents complete	15%	\$ 70,500.00
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Phase Three Services: Design Development

Design development documents complete	25%	\$ 117,500.00
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**Phase Four & Five Services: Construction Documents
Phase**

90% complete construction documents	20%	\$ 94,000.00
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100% complete construction documents	8%	\$ 37,600.00
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Bidding assistance & documentation complete	2%	\$ 9,400.00
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Phase Six Services: Construction Administration

Construction Administration	20%	\$ 94,000.00
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TOTAL LUMP SUM COMPENSATION (includes expenses)	100%	\$ 470,000.00
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**j|2 Architecture will bill a percentage of each completed task listed above, on a monthly basis.*

**Other scope items such as surveying, geotechnical & environmental site analysis will be billed as completed.*

City of Ocoee
Fire Station
Exhibit D – Deliverables
Planning, Design, Permitting & Construction Administration
July 1, 2025– Page 10

- 1) Per phased submittal, the Consultant will submit electronic document prints as follows to the County:
 - a. Specification.
 - b. Drawings.
- 2) To be provided with the Design Development submittal:
 - a. Electronic Interior Finish Boards-minimum of two options.
 - b. Equipment specifications and cut sheets.
 - c. Electronic renderings.
- 3) The Consultant will submit prints as necessary to jurisdictional agencies.

Notes:

- Full size drawings shall be 30 inches x 42 inches
- Half size drawings shall be 15 inches x 22 inches

City of Ocoee
Fire Station
Exhibit E – Hourly Rates
Planning, Design, Permitting & Construction Administration
July 1, 2025 – Page 11

Principal	\$250.00
Project Director / Manager	\$190.00
Project Architect	\$170.00
Senior Interior Designer	\$170.00
Designer	\$130.00
Specification Writer	\$170.00
Construction Administration	\$160.00
Administration	\$ 95.00

**Actual billing rates will vary by individual and will vary with customary compensation changes and will be adjusted during normal annual review periods.*

**Proposal is a not to exceed, lump sum proposal. Hourly rates are being provided for potential additional services negotiations.*

City of Ocoee
Fire Station
Exhibit F – Calendar Schedule
Planning, Design, Permitting & Construction Administration
July 1, 2025 – Page 12

Total Design Phases = 7 months

Phase One-Planning = 30 days

*Includes in meeting page turn for County Review

Phase Two-Schematic Design = 60 days

*Includes in meeting page turn for County Review

Phase Three-Design Development = 60 days

*Includes in meeting page turn for County Review

Phase Four -Construction Documents

90% Construction Documents = 45 days

*Includes 2 week County Review

100% Construction Documents = 15 days

*Includes 1 week County Review

Phase Five-Permitting & Bidding = 90 days (estimated)

Phase Six-Construction Administration/Close Out = 12 months (estimated)



Meeting Date: August 5, 2025
Item #: 15

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Updated Cintas Corporation Piggyback Contract. (Assistant Public Works Director Gajadhar)

Background Summary:

At the June 4, 2013, City Commission meeting, the Commission approved the Public Works Team's utilization of Cintas for uniform, shop rag, fender cover and carpet service. Pricing was based on a Hartford County Public Schools, Maryland, Master Agreement. This agreement has expired and was updated to a new Master Agreement with the University of Nebraska. Ocoee is a member of Omnia Partners, which is a government cooperative that allows the City to take advantage of competitively bid contracts from other public agencies. The University of Nebraska has provided a cooperative agreement for the City to utilize uniform, shop rag, fender cover and carpet service, providing significant savings. Public Works will save approximately \$1,500 annually for the services compared to the current expired contract.

Public Works recommends awarding the uniform, shop rag, fender cover and carpet service to Cintas through the Omnia Partners Master Agreement by and between The University of Nebraska and Cintas, Contract #210198220.

Issue:

Should the Honorable Mayor and City Commissioners approve uniform, shop towel, fender cover, and carpet service with Cintas under the University of Nebraska Contract #210198220?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve uniform, shop towel, fender cover, and carpet service with Cintas under the University of Nebraska Contract #210198220.

Attachments:

1. Cintas and University of Nebraska Master Agreement and RFP
2. City of Ocoee - University of Nebraska Piggyback Agreement

Financial Impacts:

The funding for the uniforms, shop towels, fender covers and carpet service, is adequately covered in the Public Works Department operational budget.

Type of Item: Consent



INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	Contact	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	Start Date	Upon Execution	End Date	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
2. **Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/>-

{00056454.DOCX; 3}

Page 1

Title: Master Agreement - Expenditure
Revised: 220727
Effective: 220804

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. Purchase Order Requirement.

- a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. Term. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. Property Rights.

- a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.
- b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

- c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

- a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum.**

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that
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is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

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compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

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40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

- b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

- a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.
- b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

- a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.
- b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

- c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.
- d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

- a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO \$2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

- b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor.** As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT



Notices to the University shall be sent to:

[Name][Department]

[Address]

[City, State, Zip]

With copy to:

Legal Notices

C/O P2P Procurement Contracts

1700 Y Street, BSC 125

Lincoln, NE 68588-0645

Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel

6800 Cintas Boulevard, Mason, Ohio 45262-5737

**2. Exhibit A to Master Agreement, Alarm Monitoring Terms and
Conditions (Inclusive of Schedules A and B)**

Exhibit A Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:		Effective Date:	
Monitored Address:	City:	State:	Zip:
Phone:	Fax:		
Contact Name:	Contact Title:	Contact Email:	
Billing Name:	Billing Address:		
City:	State:	Zip:	Billing Phone:
AP Contact Name:		AP Contact Phone:	
AP Contact Email:		Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal: ☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	/year
		x		x 12 =	/year
		x		x 12 =	/year
			TOTAL ANNUAL COST	=	/year
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

- Annual Monitoring Fee.** Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30) days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
- Rented Cintas Net Equipment.** For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas \$1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas (in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas's efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas responsible for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response ("Verified Response") prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness's report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, "Intellectual Property") are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, "Destruction") the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas's monitoring facility (a "Run-Away System") and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas's monitoring facility by the Run-Away System.
10. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME. Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.
13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. CUSTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer," and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. Dispute Resolution – Arbitration and Class Waiver. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

- b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- c. **Fees.** If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
- d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
- e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
- f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
44. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
- ___ No
- ___ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
- ___ No additional terms needed
- ___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____ Please Sign
Name _____

By: _____ Please Print Name

Title: _____ Please Print
Title _____

Accepted-GM: _____ Email

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
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SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:		Effective Date:	
Monitored Address:		City:	State: Zip:
Phone:		Fax:	
Contact Name:	Contact Title:	Contact Email:	
Billing Name:	Billing Address:		
City:	State:	Zip:	Billing Phone:
AP Contact Name:		AP Contact Phone:	
AP Contact Email:		Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no	Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:

NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:

NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long						1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue Orange	912	36-56, 40-52 Long						1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long						1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long						1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long						1
6.		Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.	935	S-4XL, Reg and Long						1
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL						1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL						1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pique, hemmed sleeve, no curl collar, soil release, moisture management, 3 button-down collar type buttons. Colors Determined upon award.	275	S-5XL, L-5XL Long						1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors Determined upon award.	259	S-5XL, L-5XL Long						3063
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors Determined upon award.	259	S-3XL						1
12.	EA	Jacket, Industrial, Zipper Closure. Colors Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long						1
13.	PR	Pants, 65% Polyester - 35% Cotton, pima press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50						1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dicksies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors Dark blue, Hunter Green, Charcoal.	340	28-56						1
15.	PR	Pant, Pajamas, 100% Cotton. Color White	945	30-50						1

16	EA	Lab Coat, Industrial, 65% Polyester 35% Cotton, Long Sleeve 2 pockets button down Color White	72174	XS-6XL						
17	EA	Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls	N/A	N/A						1
18	EA	Patches - Department Logo, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls	N/A	N/A						1
19	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets	N/A	N/A						1
20	EA	Patches - Name Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls	N/A	N/A						1
21	EA	Bath Towels, Absorbent white, cotton, loop weave approximately 20" x 40"	TBD	N/A						1
22	EA	Dish Towels, White Cotton or Microfiber approximately 12" x 20"	2700	N/A						1
23	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings	2160	N/A						16966
24	EA	Floor Mats 3' x 4', rubberized backing, good quality, black, grey or brown	843XX	N/A						1
25	EA	Floor Mats, 3' x 3', rubberized backing, good quality, dark blue or black, grey or brown	843XX	N/A						11"
26	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown	840XX	N/A						114"
27	EA	Floor Mats 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown	844XX	N/A						396
28	EA	Anti-Fatigue Mats 2 1/2' x 3', nitrile rubber, black	1801	N/A						1
29	EA	Semper Mats, 3' x 5', skid resistant, black	2477	N/A						1
30	EA	Safen Mats 3' x 5'	84503	N/A						1
31	EA	Flow-Thru Shower Mat, 3' x 3', rubber, slip resistant, black	1810	N/A						1
32	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size color change, or from short sleeve to long sleeve garment permitted one-time per year per employee	One Time Coat	N/A						N/A
GRAND TOTAL:										

**We have included the loss replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial work.

*** Most products available in multiple colors and size options

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.			1
	EA	Weekly laundering of University-Owner Safety Vests, if required.			1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing, if required.			1

*Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Anti - Fatigue Mats			1
Scraper Mats			1147
Safety Mats			1
Flow - Thru Shower Mats			1
Bar Mats			1
<i>List other product categories not listed above and their corresponding discount</i>			

*Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.

University of Nebraska - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage Per Year
Table Linens & Napkins			1
Bed Linens			1
Towels and Wiping Cloths			1
Industrial Towels			1
Towel Cans			1
<i>List other product categories not listed above and their corresponding discount</i>			

*Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.

**N/A denotes products that Cintas does not rent.

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	Estimated Usage per Year
Treated Dust Mops			1
Wet Mops			1
Handles for Mops			1
<i>List other product categories not listed above and their corresponding discount</i>			

**Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.*

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA		9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA		9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	\$	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	\$	280020	2	
Burn Relief Patches/6PK	BAG	\$	163050	1	
Woundseal Pour Pack (2)	EA	\$	1030300	2	
Allergy Relief Tablet Med	BX	\$	119260	4	
Aleve Small	BAG	\$	121220	1	
Daviquil Severe Small	BAG	\$	573772	1	
Mucinex Small	BAG	\$	79191	1	
Ibuprofen Tabs Small	BX	\$	111929	1	
Ibuprofen Tabs Medium	BX	\$	111989	1	
Ibuprofen Tabs Large	BX	\$	111999	1	
Cold Relief Mav/Str Small	BX	\$	113029	1	
Cold Relief Mav/Str Medium	BX	\$	112039	1	
Liquid Bandage Small	BAG	\$	12221	1	
Tweezers, Metal IND/3PK	PAC	\$	150110	2	
Hand Sanitizer Small	BAG	\$	51030	1	
Evenash, 1/2oz medium	BX	\$	130100	1	
Glucose, Small	PAC	\$	122249	1	
Lipaid, Small	BAG	\$	102435	1	
Biofreeze Muscle Relief, Small	BAG	\$	102640	1	
Anti-Diarrheal Capslets, Small	BX	\$	119250	1	
X-Long Bandage Medium	BX	\$	43729	1	
Cool & Soothe 6/BOX	BX	\$	164010	1	
Pain Away X-Strength Small	BAG	\$	111639	1	
Waterproof Clear Strips	BX	\$	43658	1	
Elastic Strip Medium	BX	\$	44269	1	
Aspirin Org St, 50 CT	BX	\$	111230	1	
Thera Tears Small	PAC	\$	130008	1	
Triple Antibiotic Ointment Medium	BX	\$	100019	1	
Large Patch 2"x3", Medium	BX	\$	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E		
Uniform Leasing			
Uniform Purchase			
Shoe Purchase			
Mat/Mop Rental			
Mat/Mop Leasing	Service not available		
Mat/Mop Purchase	See column D&E		
Restroom Supplies			
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies			
AEDs			
Fire Protection Services			
Promotional Products			
Miscellaneous			
Other			
Additional Discounts Offered			
Volume Discount	Please see details above by product category		
Ecommerce Rebate			
Sole Vendor Discount			
Other			

University of Nebraska Pricing - Miscellaneous

<i>State percentage discounts off for the following.</i>	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	<i>Please see "University Pricing - Discounts" tab for details by product category</i>
<i>Catalog(s) Name:</i> <i>Catalog(s) Name:</i> <i>Online Catalog Website:</i>	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	

<i>Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:</i>	
Premium Charge	\$
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	\$

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardless of size, volume etc. to benefit from the same competitive and consistent rates.***

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = Y% off each shirt, etc.

Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>		Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>	
Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear			
Belts	Please see University Pricing - Discounts Tab for details by product category		
Coveralls			
Jackets			
Pants			
Shirts			
Shorts			
Safety and Protective Wear (including Flame Resistant clothing)			
Belts	Please see University Pricing - Discounts Tab for details by product category		
Coveralls			
Jackets			
Pants			
Shirts			
Arc Suit			
Vests			
Caps and Headwear			
Corporate Casual Wear			
Accessories	Please see University Pricing - Discounts Tab for details by product category		
Belts			
Dresses			
Jackets			
Pants			
Polo's and T-shirts			
Sweatshirts			
Shirts			
Skirts			
Slacks			
Sweaters			
Vests			

Executive Wear	
Accessories	
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	Please see University Pricing - Discounts Tab for details by product category
Healthcare	
Lab coats	
Scrubs, top	
Scrubs, pant	
Chef and Kitchen Wear	
Aprons	
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	
Food Service	
Aprons	
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	
Housekeeping	
Aprons	
Dresses	
Pants	
Shirts & Tunics	

Outerwear	
Caps and Headwear	Please see University Pricing - Discounts Tab for details by product category
Coats	
Gloves	
Jackets	
Sweat Shirts	
Swimwear	
Other:	
Laundry Racks	Please see University Pricing - Discounts Tab for details by product category
List other product categories not listed above and their corresponding discount	

All products and services are available to the University of Nebraska

State the name of the Price List from which discounts shall be taken:

Submit instructions on accessing your on-line Price List or Catalog with your proposal.

TBD

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Anti - Fatigue Mats		
Scraper Mats		
Safety Mats		
Flow - Thru Shower Mats		
Bar Mats		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops		
Wet Mops		
Handles for Mops		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

National Pricing - Towels & Linens

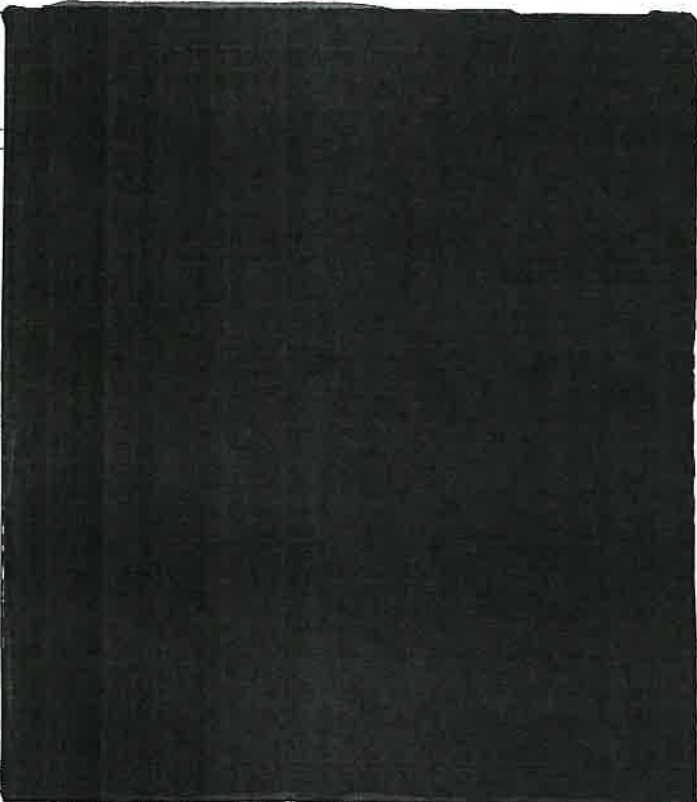
Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins		
Bed Linens		
Towels and Wiping Cloths		
Industrial Towels		
Towel Cans		
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardless of size, volume etc.**

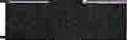
National Pricing - Safety Supplies

Description	U/M	Make/Model of Quote Item	Notes Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA	9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	280020	
Bum Relief Pouch 4PK	BAG	163059	
Woundseal Pour Pack (2)	EA	1030300	
Allergo Relief Tablet Mod	BX	119260	
Alcve Small	BAG	121220	
Dayquil Severe Small	BAG	573772	
Mucinex Small	BAG	79191	
Ibuprofen Tabs Small	BX	111929	
Ibuprofen Tabs Medium	BX	111989	
Ibuprofen Tabs Large	BX	111999	
Cold Relief Max/Str Small	BX	113029	
Cold Relief Max/Str Medium	BX	113039	
Liquid Bandage Small	BAG	12221	
Tweezers Metal IND/3PK	PAC	150110	
Hand Sanitizer Small	BAG	51030	
Eyewash 1/2oz medium	BX	130100	
Glucose, Small	PAC	122249	
Lipaid Small	BAG	102425	
Biofreeze Muscle Relief, Small	BAG	102640	
Anti-Diarrheal Capslets, Small	BX	119250	
X-Long Bandage Medium	BX	43729	
Cool & Soothe 6/BON	BX	164010	
Pain Away X-Strength Small	BAG	111659	
Waterproof Clear Strips	BX	43658	
Elastic Strap Medium	BX	44269	
Aspirin One Str. 50 CT	BX	111250	
Thera Tears Small	PAC	130090	
Tricik Antibiotic Ointment Medium	BX	100019	
Large Patch 2"x3" Medium	BX	44429	

Uniform Rental	See column D&E	
Uniform Leasing		
Uniform Purchase		
Shoe Purchase		
Mat/Mop Rental		
Mat/Mop Leasing	Service not available	
Mat/Mop Purchase	See column D&E	
Restroom Supplies		
Restroom Services		
Deep Cleaning Services		
First Aid/Safety Supplies		
AEDs		
Fire Protection Services		
Promotional Products		
Miscellaneous		
Other		
Additional Discounts Offered	Please see details above by product category	
Volume Discount		
Ecommerce Rebate		
Sole Vendor Discount		
Other		

Please see details above by product category

National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	<i>Please see "University Pricing - Discounts" tab for details by product category</i>
Catalog(s) Name: _____ Catalog(s) Name: _____ Online Catalog Website: _____	
Agency Owned Garment - Contractor Laundered	
Custom embroidering of logos and/or names	
Preparation charges per garment for removal and application of new patches and emblems on the same garment heat sealed or sewn.	
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	
Application of a new patch or emblem to a garment, heat sealed or sewn.	
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	
Pressing of garments	
Garment Loss Protection Program	
Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	\$ 
Uniform Advantage	
Emblems	
Emblem/Prep Advantage	
Minimum Stop	\$ 

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

**4. Cintas Response to University of Nebraska RFP No. 3702-22-4618,
Workplace Solutions/eBid Invitation**

Separately Attached.

**5. University of Nebraska RFP No. No. 3702-22-4618, Workplace
Solutions**

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA (“Attachment A”)

ATTACHMENT A



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

[REDACTED]

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These requirements are incorporated into and are considered an integral part of this

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Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(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 CFR 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(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 CFR 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

Exhibit G
Intentionally Omitted

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR

CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

Version April 12, 2022

CITY OF SHREVEPORT. LA
CITY OF SILVERTON. OR
CITY OF SPRINGFIELD. OR
CITY OF ST. HELENS. OR
CITY OF ST. PAUL. OR
CITY OF SULPHUR. LA
CITY OF TIGARD. OR
CITY OF TROUTDALE. OR
CITY OF TUALATIN. OR
CITY OF WALKER. LA
CITY OF WARRENTON. OR
CITY OF WEST LINN. OR
CITY OF WILSONVILLE. OR
CITY OF WINSTON. OR
CITY OF WOODBURN. OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE. UT
ALTA. UT
ALTAMONT. UT
ALTON. UT
AMALGA. UT
AMERICAN FORK CITY. UT
ANNABELLA. UT
ANTIMONY. UT
APPLE VALLEY. UT
AURORA. UT
BALLARD. UT
BEAR RIVER CITY. UT
BEAVER. UT
BICKNELL. UT
BIG WATER. UT
BLANDING. UT
BLUFFDALE. UT
BOULDER. UT
CITY OF BOUNTIFUL. UT
BRIAN HEAD. UT
BRIGHAM CITY CORPORATION. UT
BRYCE CANYON CITY. UT
CANNONVILLE. UT
CASTLE DALE. UT
CASTLE VALLEY. UT
CITY OF CEDAR CITY. UT
CEDAR FORT. UT
CITY OF CEDAR HILLS. UT
CENTERFIELD. UT
CENTERVILLE CITY CORPORATION. UT
CENTRAL VALLEY. UT
CHARLESTON. UT
CIRCLEVILLE. UT
CLARKSTON. UT
CLAWSON. UT
CLEARFIELD. UT
CLEVELAND. UT
CLINTON CITY CORPORATION. UT
COALVILLE. UT
CORINNE. UT
CORNISH. UT
COTTONWOOD HEIGHTS. UT
DANIEL. UT
DELTA. UT
DEWEYVILLE. UT
DRAPER CITY. UT
DUCHESNE. UT
EAGLE MOUNTAIN. UT
EAST CARBON. UT
ELK RIDGE. UT
ELMO. UT

ELSINORE. UT
ELWOOD. UT
EMERY. UT
ENOCH. UT
ENTERPRISE. UT
EPHRAIM. UT
ESCALANTE. UT
EUREKA. UT
FAIRFIELD. UT
FAIRVIEW. UT
FARMINGTON. UT
FARR WEST. UT
FAYETTE. UT
FERRON. UT
FIELDING. UT
FILLMORE. UT
FOUNTAIN GREEN. UT
FRANCIS. UT
FRUIT HEIGHTS. UT
GARDEN CITY. UT
GARLAND. UT
GENOLA. UT
GLENDALE. UT
GLENWOOD. UT
GOSHEN. UT
GRANTSVILLE. UT
GREEN RIVER. UT
GUNNISON. UT
HANKSVILLE. UT
HARRISVILLE. UT
HATCH. UT
HEBER CITY CORPORATION. UT
HELPER. UT
HENEFER. UT
HENRIEVILLE. UT
HERRIMAN. UT
HIDEOUT. UT
HIGHLAND. UT
HILDALE. UT
HINCKLEY. UT
HOLDEN. UT
HOLLADAY. UT
HONEYVILLE. UT
HOOPER. UT
HOWELL. UT
HUNTINGTON. UT
HUNTSVILLE. UT
CITY OF HURRICANE. UT
HYDE PARK. UT
HYRUM. UT
INDEPENDENCE. UT
IVINS. UT
JOSEPH. UT
JUNCTION. UT
KAMAS. UT
KANAB. UT
KANARRAVILLE. UT
KANOSH. UT
KAYSVILLE. UT
KINGSTON. UT
KOOSHAREM. UT
LAKETOWN. UT
LA VERKIN. UT
LAYTON. UT
LEAMINGTON. UT
LEEDS. UT
LEHI CITY CORPORATION. UT
LEVAN. UT

LEWISTON. UT
LINDON. UT
LOA. UT
LOGAN CITY. UT
LYMAN. UT
LYNN DYLAN. UT
MANILA. UT
MANTI. UT
MANTUA. UT
MAPLETON. UT
MARRIOTT-SLATERVILLE. UT
MARYSVILLE. UT
MAYFIELD. UT
MEADOW. UT
MENDON. UT
MIDVALE CITY INC.. UT
MIDWAY. UT
MILFORD. UT
MILLVILLE. UT
MINERSVILLE. UT
MOAB. UT
MONA. UT
MONROE. UT
CITY OF MONTICELLO. UT
MORGAN. UT
MORONI. UT
MOUNT PLEASANT. UT
MURRAY CITY CORPORATION. UT
MYTON. UT
NAPLES. UT
NEPHI. UT
NEW HARMONY. UT
NEWTON. UT
NIBLEY. UT
NORTH LOGAN. UT
NORTH OGDEN. UT
NORTH SALT LAKE CITY. UT
OAK CITY. UT
OAKLEY. UT
OGDEN CITY CORPORATION. UT
OPHIR. UT
ORANGEVILLE. UT
ORDERVILLE. UT
OREM. UT
PANGUITCH. UT
PARADISE. UT
PARAGONAH. UT
PARK CITY. UT
PAROWAN. UT
PAYSON. UT
PERRY. UT
PLAIN CITY. UT
PLEASANT GROVE CITY. UT
PLEASANT VIEW. UT
PLYMOUTH. UT
PORTAGE. UT
PRICE. UT
PROVIDENCE. UT
PROVO. UT
RANDOLPH. UT
REDMOND. UT
RICHFIELD. UT
RICHMOND. UT
RIVERDALE. UT
RIVER HEIGHTS. UT
RIVERTON CITY. UT
ROCKVILLE. UT
ROCKY RIDGE. UT

ROOSEVELT CITY CORPORATION. UT
ROY. UT
RUSH VALLEY. UT
CITY OF ST. GEORGE. UT
SALEM. UT
SALINA. UT
SALT LAKE CITY CORPORATION. UT
SANDY. UT
SANTA CLARA. UT
SANTAQUIN. UT
SARATOGA SPRINGS. UT
SCIPIO. UT
SCOFIELD. UT
SIGURD. UT
SMITHFIELD. UT
SNOWVILLE. UT
CITY OF SOUTH JORDAN. UT
SOUTH OGDEN. UT
CITY OF SOUTH SALT LAKE. UT
SOUTH WEBER. UT
SPANISH FORK. UT
SPRING CITY. UT
SPRINGDALE. UT
SPRINGVILLE. UT
STERLING. UT
STOCKTON. UT
SUNNYSIDE. UT
SUNSET CITY CORP. UT
SYRACUSE. UT
TABIONA. UT
CITY OF TAYLORSVILLE. UT
TOOELE CITY CORPORATION. UT
TOQUERVILLE. UT
TORREY. UT
TREMONTON CITY. UT
TRENTON. UT
TROPIC. UT
UINTAH. UT
VERNAL CITY. UT
VERNON. UT
VINEYARD. UT
VIRGIN. UT
WALES. UT
WALLSBURG. UT
WASHINGTON CITY. UT
WASHINGTON TERRACE. UT
WELLINGTON. UT
WELLSVILLE. UT
WENDOVER. UT
WEST BOUNTIFUL. UT
WEST HAVEN. UT
WEST JORDAN. UT
WEST POINT. UT
WEST VALLEY CITY. UT
WILLARD. UT
WOODLAND HILLS. UT
WOODRUFF. UT
WOODS CROSS. UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH. LA
ASCENSION PARISH. LA. CLEAR OF COURT
CADDOPARISH. LA
CALCASIEU PARISH. LA
CALCASIEU PARISH SHERIFF'S OFFICE. LA
CITY AND COUNTY OF HONOLULU. HI
CLACKAMAS COUNTY. OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION. OR

CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR
 WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT

COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF Uintah, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
 APPLGATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR
 AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT, OR
 BANDON R.F.P.D., OR
 BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES,
 OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT,
 OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT,
 OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE
 DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT,
 OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH
 DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR

JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT,
 OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR

MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D. OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR

PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT, OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT,
 OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR

SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
 SOUTHVUE IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT. OR
 TANGENT R.F.P.D.. OR
 TENMILE R.F.P.D.. OR
 TERREBONNE DOMESTIC WATER DISTRICT. OR
 THE DALLES IRRIGATION DISTRICT. OR
 THOMAS CREEK-WESTSIDE R.F.P.D.. OR
 THREE RIVERS RANCH ROAD DISTRICT. OR
 THREE SISTERS IRRIGATION DISTRICT. OR
 TIGARD TUALATIN AQUATIC DISTRICT. OR
 TIGARD WATER DISTRICT. OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT. OR
 TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT. OR
 TILLAMOOK COUNTY S.W.C.D.. OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT. OR
 TILLAMOOK FIRE DISTRICT. OR
 TILLAMOOK P.U.D.. OR
 TILLER R.F.P.D.. OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY. OR
 TOLEDO R.F.P.D.. OR
 TONE WATER DISTRICT. OR
 TOOLEY WATER DISTRICT. OR
 TRASK DRAINAGE DISTRICT. OR
 TRI CITY R.F.P.D. #4. OR
 TRI-CITY WATER & SANITARY AUTHORITY. OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
 TRIMET. OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT. OR
 TUALATIN S.W.C.D.. OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE. OR
 TUALATIN VALLEY IRRIGATION DISTRICT. OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT. OR
 TUMALO IRRIGATION DISTRICT. OR
 TURNER FIRE DISTRICT. OR
 TWIN ROCKS SANITARY DISTRICT. OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT. OR
 TWO RIVERS S.W.C.D.. OR
 TWO RIVERS SPECIAL ROAD DISTRICT. OR
 TYGH VALLEY R.F.P.D.. OR
 TYGH VALLEY WATER DISTRICT. OR
 UMATILLA COUNTY FIRE DISTRICT #1. OR
 UMATILLA COUNTY S.W.C.D.. OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT. OR
 UMATILLA HOSPITAL DISTRICT. OR
 UMATILLA R.F.P.D. #7-405. OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT. OR
 UMPQUA S.W.C.D.. OR
 UNION CEMETERY MAINTENANCE DISTRICT. OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT. OR
 UNION COUNTY VECTOR CONTROL DISTRICT. OR
 UNION GAP SANITARY DISTRICT. OR
 UNION GAP WATER DISTRICT. OR
 UNION HEALTH DISTRICT. OR
 UNION R.F.P.D.. OR
 UNION S.W.C.D.. OR
 UNITY COMMUNITY PARK & RECREATION DISTRICT. OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT. OR
 UPPER MCKENZIE R.F.P.D.. OR
 UPPER WILLAMETTE S.W.C.D.. OR
 VALE OREGON IRRIGATION DISTRICT. OR
 VALE RURAL FIRE PROTECTION DISTRICT. OR
 VALLEY ACRES SPECIAL ROAD DISTRICT. OR
 VALLEY VIEW CEMETERY MAINTENANCE DISTRICT. OR
 VALLEY VIEW WATER DISTRICT. OR

VANDEVERT ACRES SPECIAL ROAD DISTRICT. OR
 VERNONIA R.F.P.D.. OR
 VINEYARD MOUNTAIN PARK & RECREATION DISTRICT. OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT. OR
 WALLA WALLA RIVER IRRIGATION DISTRICT. OR
 WALLOWA COUNTY HEALTH CARE DISTRICT. OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT. OR
 WALLOWA LAKE IRRIGATION DISTRICT. OR
 WALLOWA LAKE R.F.P.D.. OR
 WALLOWA S.W.C.D.. OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1. OR
 WAMIC R.F.P.D.. OR
 WAMIC WATER & SANITARY AUTHORITY. OR
 WARMSPRINGS IRRIGATION DISTRICT. OR
 WASCO COUNTY S.W.C.D.. OR
 WATER ENVIRONMENT SERVICES. OR
 WATER WONDERLAND IMPROVEMENT DISTRICT. OR
 WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT. OR
 WATSECO-BARVIEW WATER DISTRICT. OR
 WAUNA WATER DISTRICT. OR
 WEDDERBURN SANITARY DISTRICT. OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT. OR
 WEST EXTENSION IRRIGATION DISTRICT. OR
 WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT. OR
 WEST MULTNOMAH S.W.C.D.. OR
 WEST SIDE R.F.P.D.. OR
 WEST SLOPE WATER DISTRICT. OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT. OR
 WEST VALLEY FIRE DISTRICT. OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT. OR
 WESTERN LANE AMBULANCE DISTRICT. OR
 WESTLAND IRRIGATION DISTRICT. OR
 WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT. OR
 WESTON CEMETERY DISTRICT #2. OR
 WESTPORT FIRE AND RESCUE. OR
 WESTRIDGE WATER SUPPLY CORPORATION. OR
 WESTWOOD HILLS ROAD DISTRICT. OR
 WESTWOOD VILLAGE ROAD DISTRICT. OR
 WHEELER S.W.C.D.. OR
 WHITE RIVER HEALTH DISTRICT. OR
 WIARD MEMORIAL PARK DISTRICT. OR
 WICKIUP WATER DISTRICT. OR
 WILLAKENZIE R.F.P.D.. OR
 WILLAMALANE PARK & RECREATION DISTRICT. OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION. OR
 WILLIAMS R.F.P.D.. OR
 WILLOW CREEK PARK DISTRICT. OR
 WILLOW DALE WATER DISTRICT. OR
 WILSON RIVER WATER DISTRICT. OR
 WINCHESTER BAY R.F.P.D.. OR
 WINCHESTER BAY SANITARY DISTRICT. OR
 WINCHUCK R.F.P.D.. OR
 WINSTON-DILLARD R.F.P.D.. OR
 WINSTON-DILLARD WATER DISTRICT. OR
 WOLF CREEK R.F.P.D.. OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY. OR
 WOODBURN R.F.P.D. NO. 6. OR
 WOODLAND PARK SPECIAL ROAD DISTRICT. OR
 WOODS ROAD DISTRICT. OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT. OR
 WY'EAST FIRE DISTRICT. OR
 YACHATS R.F.P.D.. OR
 YAMHILL COUNTY TRANSIT AREA. OR
 YAMHILL FIRE PROTECTION DISTRICT. OR
 YAMHILL SWCD. OR
 YONCALLA PARK & RECREATION DISTRICT. OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY. UT
 EXCELSIOR ACADEMY. UT
 FAST FORWARD HIGH. UT
 FREEDOM ACADEMY. UT
 GARFIELD SCHOOL DISTRICT. UT
 GATEWAY PREPARATORY ACADEMY. UT
 GEORGE WASHINGTON ACADEMY. UT
 GOOD FOUNDATION ACADEMY. UT
 GRAND SCHOOL DISTRICT. UT
 GRANITE DISTRICT. UT
 GUADALUPE SCHOOL. UT
 HAWTHORN ACADEMY. UT
 INTECH COLLEGIATE HIGH SCHOOL. UT
 IRON SCHOOL DISTRICT. UT
 ITINERIS EARLY COLLEGE HIGH. UT
 JOHN HANCOCK CHARTER SCHOOL. UT
 JORDAN DISTRICT. UT
 JUAB SCHOOL DISTRICT. UT
 KANE SCHOOL DISTRICT. UT
 KARL G MAESER PREPARATORY ACADEMY. UT
 LAKEVIEW ACADEMY. UT
 LEGACY PREPARATORY ACADEMY. UT
 LIBERTY ACADEMY. UT
 LINCOLN ACADEMY. UT
 LOGAN SCHOOL DISTRICT. UT
 MARIA MONTESSORI ACADEMY. UT
 MERIT COLLEGE PREPARATORY ACADEMY. UT
 MILLARD SCHOOL DISTRICT. UT
 MOAB CHARTER SCHOOL. UT
 MONTICELLO ACADEMY. UT
 MORGAN SCHOOL DISTRICT. UT
 MOUNTAINVILLE ACADEMY. UT
 MURRAY SCHOOL DISTRICT. UT
 NAVIGATOR POINTE ACADEMY. UT
 NEBO SCHOOL DISTRICT. UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES). UT
 NOAH WEBSTER ACADEMY. UT
 NORTH DAVIS PREPARATORY ACADEMY. UT
 NORTH SANPETE SCHOOL DISTRICT. UT
 NORTH STAR ACADEMY. UT
 NORTH SUMMIT SCHOOL DISTRICT. UT
 ODYSSEY CHARTER SCHOOL. UT
 OGDEN PREPARATORY ACADEMY. UT
 OGDEN SCHOOL DISTRICT. UT
 OPEN CLASSROOM. UT
 OPEN HIGH SCHOOL OF UTAH. UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL. UT
 PARADIGM HIGH SCHOOL. UT
 PARK CITY SCHOOL DISTRICT. UT
 PINNACLE CANYON ACADEMY. UT
 PIUTE SCHOOL DISTRICT. UT
 PROVIDENCE HALL. UT
 PROVO SCHOOL DISTRICT. UT
 QUAIL RUN PRIMARY SCHOOL. UT
 QUEST ACADEMY. UT
 RANCHES ACADEMY. UT
 REAGAN ACADEMY. UT
 RENAISSANCE ACADEMY. UT
 RICH SCHOOL DISTRICT. UT
 ROCKWELL CHARTER HIGH SCHOOL. UT
 SALT LAKE ARTS ACADEMY. UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION. UT
 SALT LAKE SCHOOL DISTRICT. UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS. UT
 SAN JUAN SCHOOL DISTRICT. UT
 SEVIER SCHOOL DISTRICT. UT
 SOLDIER HOLLOW CHARTER SCHOOL. UT

SOUTH SANPETE SCHOOL DISTRICT. UT
 SOUTH SUMMIT SCHOOL DISTRICT. UT
 SPECTRUM ACADEMY. UT
 SUCCESS ACADEMY. UT
 SUCCESS SCHOOL. UT
 SUMMIT ACADEMY. UT
 SUMMIT ACADEMY HIGH SCHOOL. UT
 SYRACUSE ARTS ACADEMY. UT
 THOMAS EDISON - NORTH. UT
 TIMPANOGOS ACADEMY. UT
 TINTIC SCHOOL DISTRICT. UT
 TOOEELE SCHOOL DISTRICT. UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS. UT
 UINTAH RIVER HIGH. UT
 UINTAH SCHOOL DISTRICT. UT
 UTAH CONNECTIONS ACADEMY. UT
 UTAH COUNTY ACADEMY OF SCIENCE. UT
 UTAH ELECTRONIC HIGH SCHOOL. UT
 UTAH SCHOOLS FOR DEAF & BLIND. UT
 UTAH STATE OFFICE OF EDUCATION. UT
 UTAH VIRTUAL ACADEMY. UT
 VENTURE ACADEMY. UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY. UT
 WALDEN SCHOOL OF LIBERAL ARTS. UT
 WASATCH PEAK ACADEMY. UT
 WASATCH SCHOOL DISTRICT. UT
 WASHINGTON SCHOOL DISTRICT. UT
 WAYNE SCHOOL DISTRICT. UT
 WEBER SCHOOL DISTRICT. UT
 WEILENMANN SCHOOL OF DISCOVERY. UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE. LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCE UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY
SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

**Sample Cintas Facilities Solutions Cooperative Acceptance
Agreement**



Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No. _____
Contract No. _____
Customer No. _____

CC # _____ Agreement # _____
GPO CC # _____ GPO Agreement _____

Customer/Participating Agency _____ Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 months from the date of installation or renewal.

- Standard Name Emblem \$ _____ ea
- Custom Agency Emblem \$ _____ ea
- Uniform Advantage: Item _____ Ea. per week
- Premium Uniform Advantage Item _____ Ea. per week
- Emblem Advantage: Item _____ Ea. per week
- Prep Advantage: Item _____ Ea. per week
- Minimum Charge \$35.00 per delivery or 50% of initial invoice (the greater of the two).
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept towels bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Payment Terms Net
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.

/ ☐ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____

/ ☐ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date _____

/ ☐ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date _____ direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to conduct: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. An arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION. BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2. Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at <https://www.omniapartners.com/publicsector>.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
 - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

under this Agreement with any United States government funds?

☐ No

☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. Additional Terms. Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

☐ No additional terms needed

☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____ Customer Contact Email _____



Accounts Payable Contact/ Billing
Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**
Are you Tax Exempt? **YES** **NO** If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bill is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**
Do invoices require a purchase order? **YES** **NO** If yes, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Sample Cintas Fire Protection Acceptance Agreement



FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Participating OMNIA Member: _____

Date _____

Phone _____

Address _____ City _____ State _____ Zip _____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this date from to _____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardless of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreement (the "Master Agreement"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of prices or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversary date of Master Agreement.

- This Agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name

- This Agreement covers the following inspection, testing, maintenance services and new equipment (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ CUSTOMER:
Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Representative _____ Customer _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at <https://www.omniapartners.com/publicsector>.

Supplier General Service Terms Section

Cintas Representative _____

Customer _____

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange:** Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
☐ No
☐ Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
☐ No additional terms needed
☐ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

Cintas Representative _____

Customer _____



Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

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Same as Payer OR Same as Sold-To

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City:

T/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** If yes, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

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PAYMENT OPTIONS

Cintas Representative _____ Customer _____

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Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative _____ Customer _____

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB

Status: Completed

Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023

Source Envelope:

Document Pages: 103

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 4

University of Nebraska Contracts Service Account

AutoNav: Enabled

1400 R St.

Envelopelid Stamping: Disabled

Lincoln, NE 68588

Time Zone: (UTC-06:00) Central Time (US & Canada)

contracts@nebraska.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

5/31/2023 2:31:44 PM

Holder: University of Nebraska Contracts Service

Location: DocuSign

Account

contracts@nebraska.edu

Signer Events**Signature****Timestamp**

Doug Carlson

dougcarlson@nebraska.edu

AVP & Chief Procurement Officer

University of Nebraska

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Drawn on Device

Using IP Address: 129.93.161.221

Sent: 5/31/2023 2:46:30 PM

Viewed: 5/31/2023 5:13:38 PM

Signed: 5/31/2023 5:37:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robyn Pitzer

PitzerR@cintas.com

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Pre-selected Style

Using IP Address: 155.190.22.3

Sent: 5/31/2023 5:37:05 PM

Viewed: 6/1/2023 6:37:27 AM

Signed: 6/1/2023 2:33:26 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 6:37:27 AM

ID: eb366584-76a7-4adc-be13-8a3285a3a902

Joe Cerni

cern.j@cintas.com

VP Higher Education & Public Sector

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Uploaded Signature Image

Using IP Address: 155.190.18.58

Sent: 6/1/2023 2:33:31 PM

Viewed: 6/1/2023 2:40:06 PM

Signed: 6/1/2023 2:42:57 PM

Electronic Record and Signature Disclosure:

Accepted: 6/1/2023 2:40:06 PM

ID: c549043b-053e-461e-82f1-2ca7cb7d21f7

Chris Kabourek

ckabourek@nebraska.edu

Senior VP | CFO

University of Nebraska

Security Level: Email, Account Authentication
(Optional)

Signature Adoption: Pre-selected Style

Using IP Address: 129.93.161.221

Sent: 6/1/2023 2:43:03 PM

Viewed: 6/1/2023 5:00:08 PM

Signed: 6/1/2023 5:12:06 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094	COPIED	Timestamp Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

Workplace Solutions Cooperative Acceptance Agreement



Location #: 058K

Contract #: 210198220

Customer #: 13128713

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

Date: 7/1/2025

Customer/Participating Agency: CITY OF OCOEE

("Customer")

Phone: 407-554-7305

Address: 1 N BLUFORD AVE

City: OCOEE

State: FL

Zip: 34761

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	SEE PAGE 5	☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		
		☒ Yes ☐ No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 1.500	ea	Standard Agency Emblem	\$ 1.500 ea
Custom Agency Emblem	\$ 2.500	ea	Embroidery	\$ N/A ea
Uniform Advantage	Item: All Standard Garments		\$ 0.080	ea per week
Premium Uniform Advantage	Item: All Non-Standard Garments		\$ 0.160	ea per week
Emblem Advantage	Item: All Garments with Emblems		\$ 0.090	ea per week
Prep Advantage	Item: All Garments		\$ 0.050	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$ 1.950	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			\$ 0.150	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ 0.000			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 6.000 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X2191	FENDER COVER	01	ANY	\$1.514
X2160	SM SHOP TWL-RED	01	ANY	\$0.120
X84301	3X5 LOGO MAT	01	ANY	\$3.679
X84401	4X6 LOGO MAT	01	ANY	\$7.992
X8874	LOGO MAT ADVANTAGE	01	ANY	\$1.000

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: X2191	% of inventory 10	\$ 4.542	ea
Automatic Lost Replacement Charge	Item: X2160	% of inventory 10	\$ 0.360	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐	N/A	N/A
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☒	N/A	N/A
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐	N/A	N/A

Cintas Representative Initials:

Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
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 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:

Customer Initials:

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☒ No additional terms needed
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 73

By: ALLY DURRANCE

Title: KEY ACCOUNT MANAGER

Accepted-GM:

Cintas Enterprise Account: ☒ Yes ☐ No

Cintas Enterprise Partner Name:

Customer Signature:

Print Name:

Print Title:

Email:

Customer Contact:

Customer Contact Email:

Cintas Representative Initials:

Customer Initials:

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? CITY OF OCOEE

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☒ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: C/O ACCOUNTS PAYABLE - CITY OF OCOEE

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address: 150 N LAKESHORE DR

City: OCOEE

ST/PROV: FL

ZIP/PC: 34761

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☒ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: 150 N LAKESHORE DR

City: OCOEE

ST/PROV: FL

ZIP/PC: 34761

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☒ YES ☐ NO If yes, please provide PO# 1429689

Will the same PO need to appear on each invoice? ☒ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials:

Customer Initials:

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

[illegible]



Meeting Date: August 5, 2025
Item #: 16

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Florida Concrete Enterprises as a Single Source Vendor for Miscellaneous Utilities Concrete Repairs. (Utilities Director Bolling)

Background Summary:

The Utilities Department maintains approximately 387 miles of potable water, reclaimed water and sewage lines located throughout the City of Ocoee. When maintenance or repairs to these lines are needed beneath or near sidewalks, small sections of sidewalk must be removed for the repair and replaced after the repair is completed. Due to the small scope of these repairs, the City's regular sidewalk contractors are unable to respond in an expedited and cost-effective manner. Staff contacted Florida Concrete Enterprises (FCE), a Central Florida company that specializes in small-scale concrete repairs, for sidewalk replacement needed as the result of utilities repairs. FCE recently completed the installation of a concrete pad at the wastewater treatment plant and expedited sidewalk repairs in (17) different areas of the City, resulting in a cumulative expenditure of \$50,000.00 to date. Any additional work by FCE will cause the cumulative total to exceed the City Manager's approval level of \$50,000.00.

Issue:

Should the Honorable Mayor and City Commissioners approve Florida Concrete Enterprises as a Single Source vendor for miscellaneous utilities-related concrete repairs and approve the issuance of a blanket purchase order in the amount of \$25,862.00 for any additional repairs needed in Fiscal Year 2024-25?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Florida Concrete Enterprises as a Single Source vendor for miscellaneous utilities-related concrete repairs and approve the issuance of a blanket purchase order in the amount of \$25,862.00 for any additional repairs needed in Fiscal Year 2024-25. Staff also recommends the City Manager be authorized to approve future purchases with Florida Concrete Enterprises up to the limit of his purchasing authority for each purchase.

Attachments:

None

Financial Impacts:

The repairs are adequately funded in G/L Account 001-541-10-5303: \$25,862.00

Type of Item: Consent



Meeting Date: August 5, 2025
Item #: 17

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of the Florida Springs Grant Agreement SR005 from the Florida Department of Environmental Protection for the City of Ocoee "Downtown Sewer Connections Project". (Utilities Director Bolling)

Background Summary:

Under the Wekiwa and Rock Springs Basin Management Action Plan, the City is required to complete numerous projects to comply with the state-mandated nutrient reduction requirements, including but not limited to "septic to sewer" projects.

The City has completed six septic to sewer projects in and around the downtown area, and 41 properties within these project areas remain unconnected to the City sewer system. When connecting to City sewer service, the cost to abandon a septic tank and connect to the existing sewer system, as well as the sewer capital fee, are the responsibility of the property owner. In 2024, the Utilities Department submitted a grant application to the Florida Department of Environmental Protection (FDEP) to include the "Downtown Sewer Connections Project" in the FY2024-25 Springs Restoration Grant Program to cover the customer's construction costs to connect. In March 2025, FDEP announced that the City of Ocoee was awarded up to \$700,000.00 for connection to existing sewer cleanouts located at the right of way (gravity or private grinder station), proper abandonment of the septic systems, and any necessary restoration associated with the connection.

This grant offers a unique opportunity to assist 41 properties currently eligible for connection to sewer by providing construction funding for the sewer connection.

Issue:

Should the Honorable Mayor and City Commissioners approve the Florida Springs Grant Agreement SR005 between the Florida Department of Environmental Protection and the City of Ocoee for the "Downtown Sewer Connections Project"?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the Florida Springs Grant Agreement SR005 between the Florida Department of Environmental Protection and the City of Ocoee for the "Downtown Sewer Connections Project".

Attachments:

1. SR005 Agreement

2. Downtown Sewer Connections Overview Map

Financial Impacts:

As this is a reimbursement grant, the funding to connect the 41 parcels will be included in the FY 2026 Utilities Department budget with the intent that the Springs Restoration Grant will reimburse 100% of the eligible construction connection costs.

Type of Item: Consent

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Below, pursuant to section 215.971, Florida Statutes

Agreement Number

SR005

Environmental Protection,

Entity Type: **Local Government**

FEID: 3900019764

Date of Expiration

September 30

Term: (28.

Abandon

APPE

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ocoee

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Rusty Johnson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Cierra Kuchar, DEP Grant Manager

Zach Easton, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific ☐ e ☐ a ☐ f ☐ ailure nnm ☐ i ☐

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs 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, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
 - d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including 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. The Grantee must also inform the Department 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 Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. SR005**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is City of Ocoee Downtown Sewer Connections. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: City of Ocoee Downtown Sewer Connections

PROJECT LOCATION: The Project will be located in the City of Ocoee within Orange County; Lat/Long (28.5694, -81.5452). See Figure 1 for a location map and site plan.

PROJECT BACKGROUND: The City of Ocoee (Grantee) is located in the Wekiwa Springs and Rock Springs Basin Management Action Plan (BMAP) area. Within the BMAP, it has been determined that onsite sewage treatment and disposal systems (OSTDS) contribute 29% of the BMAP area nitrogen pollutant load. The project consists of septic-to-sewer conversions including the proper abandonment of OSTDS and connection to existing central sanitary sewer. Upon completion, approximately 41 properties will be connected to central sanitary sewer and approximately 45 OSTDS will be properly abandoned, resulting in permanent removal of nutrient loads from OSTDS in the project area.

PROJECT DESCRIPTION: The Grantee will connect approximately 41 properties to central sanitary sewer and properly abandon approximately 45 septic systems. Work to be completed includes connection to existing sewer cleanouts located at the right of way (gravity or private grinder station), proper abandonment of OSTDS, and site restoration associated with the central sewer connection and OSTDS abandonment.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$2,347,505 from the City of Ocoee. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 21 single family residences and approximately 20 commercial buildings to a central sanitary sewer system for wastewater treatment by the Ocoee Wastewater Treatment Plant. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

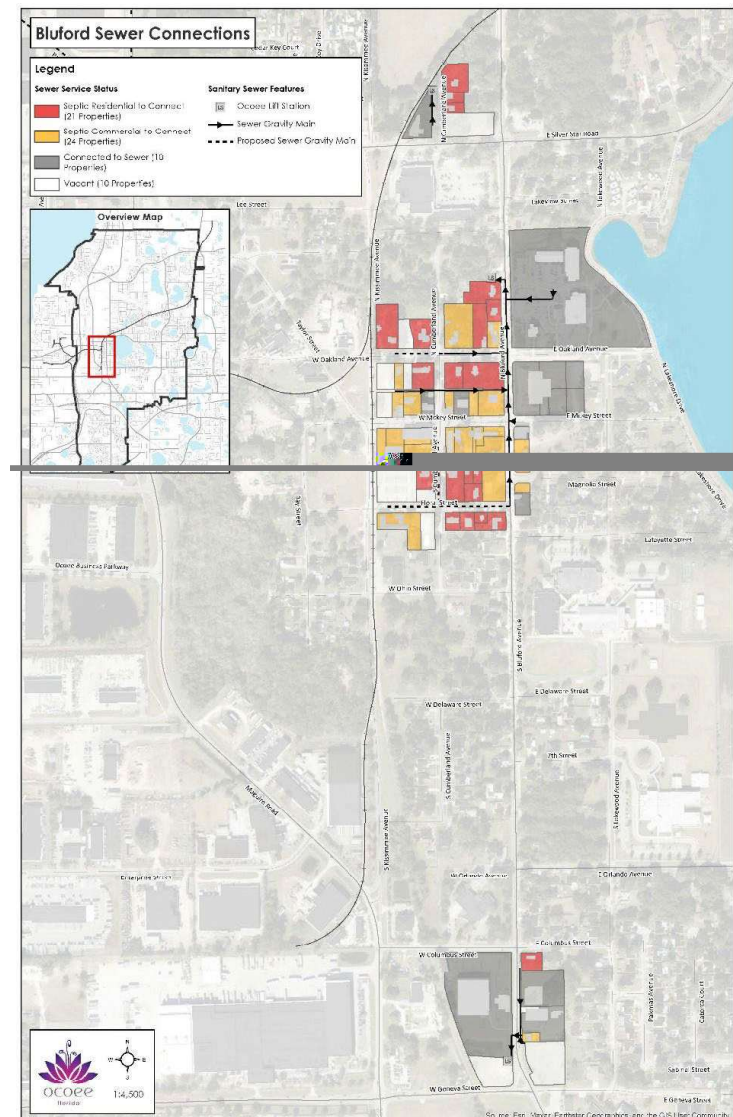
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Connection to Central Sewer	Contractual Services	\$575,000	07/01/2024	05/31/2028
		Miscellaneous/ Other Expenses	\$125,000		
Total:			\$700,000		

Miscellaneous/Other Expenses Narrative: Miscellaneous/Other Expenses shall include the cost of connections requiring grinder pump stations needed to connect to existing sewer cleanouts located at the right of way.

Figure 1: Location Map and Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. 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 of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. 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 Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 Section 215.97, Florida Statutes, 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.052	Florida Springs Grant Program – LI 1732	\$700,000.00	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$ 700,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

City of Ocoee Downtown Sewer Connections

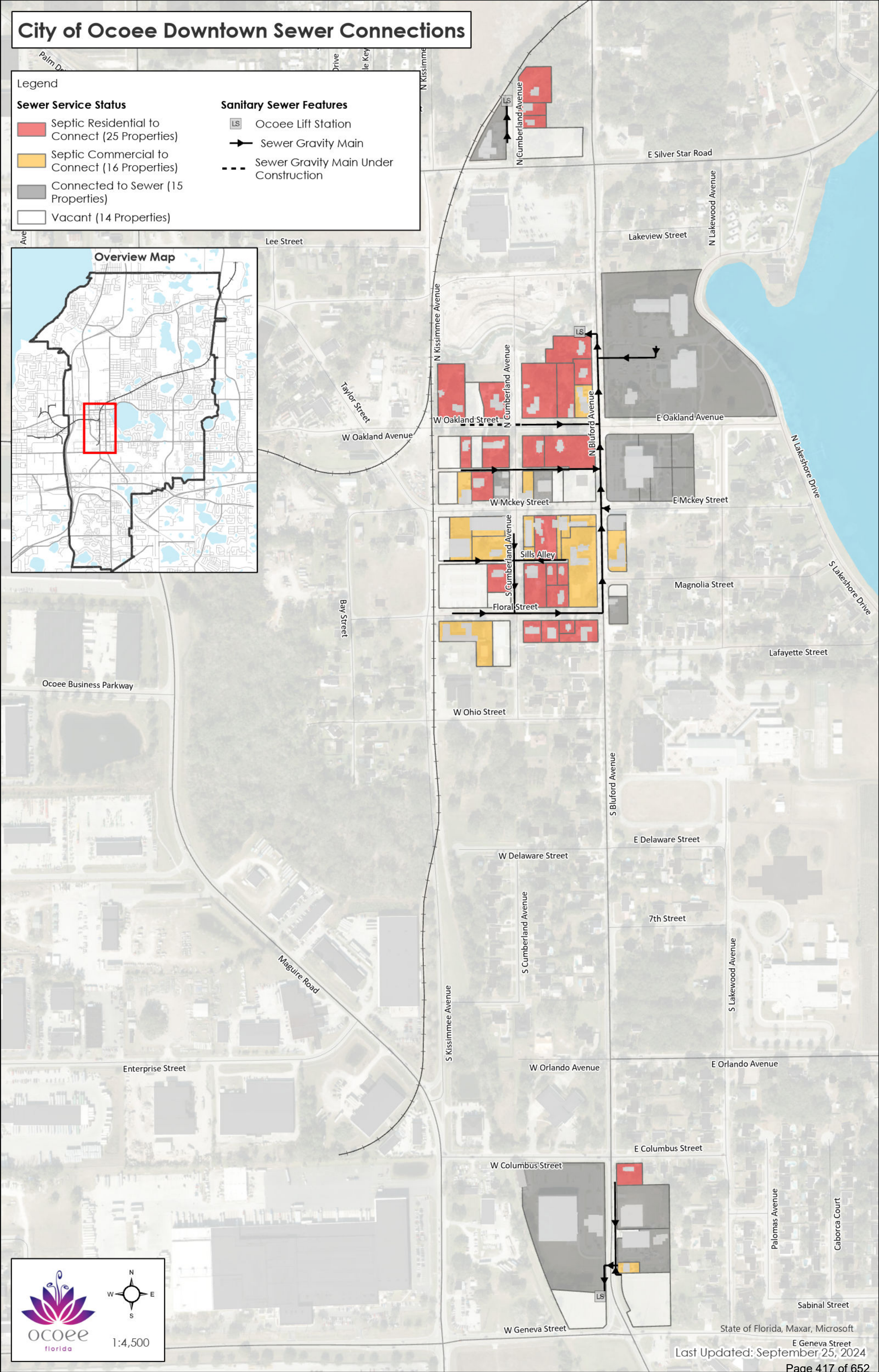
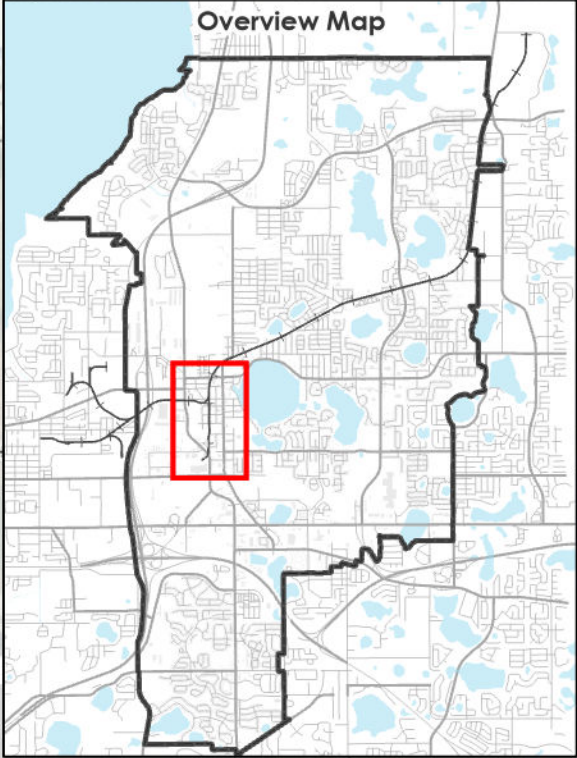
Legend

Sewer Service Status

- Septic Residential to Connect (25 Properties)
- Septic Commercial to Connect (16 Properties)
- Connected to Sewer (15 Properties)
- Vacant (14 Properties)

Sanitary Sewer Features

- Ocoee Lift Station
- Sewer Gravity Main
- Sewer Gravity Main Under Construction





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1:4,500



Meeting Date: August 5, 2025
Item #: 18

Contact Name: T'Jean Tomlinson
Contact Number: Ext. 4301

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Alternate Water Supply Grant Agreement WS112 from the Florida Department of Environmental Protection for the City of Ocoee Transmission Main Interconnect to OCU Project. (Utilities Director Bolling)

Background Summary:

The Orange County Utilities (OCU)/City of Ocoee reclaimed water agreement provides for the transfer of 1.0 million gallons per day (MGD) of reclaimed water into the City's Primary Reclaimed Water Service Area (south of Clarcona Road). This additional reclaimed water supply is a critical component of the City's St Johns River Water Management District Consumptive Use Permit as it reduces the City's groundwater demand and mitigates negative environmental impacts that may result from groundwater withdrawals. The storage tank, pump station, and transmission main are currently under construction and are funded using ARPA and the utilities fund.

In 2024, the Utilities Department submitted a grant application to the Florida Department of Environmental Protection (FDEP) for cost-share funding for the reclaimed water transmission main "interconnect", which includes the piping and appurtenances to connect the new reclaimed water storage tank and pump station to the Orange County reclaimed water system. In March 2025, FDEP announced that the City of Ocoee was awarded 60% cost share funding (up to \$1,532,500.00) for the reclaimed water interconnect. The reimbursement applies to the portion of the project funded by the utilities fund.

Issue:

Should the Honorable Mayor and City Commissioners approve Alternate Water Supply Grant Agreement WS112 between the Florida Department of Environmental Protection and the City of Ocoee for the City of Ocoee Transmission Main Interconnect to OCU Project?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve Alternate Water Supply Grant Agreement WS112 between the Florida Department of Environmental Protection and the City of Ocoee for the City of Ocoee Transmission Main Interconnect to OCU Project.

Attachments:

1. WS112 Grant Agreement

Financial Impacts:

The project is currently budgeted under Job #P000331 and Job #P000332 with the intent that the Alternate Water Supply Grant will reimburse expenses from the Utilities Department G/L 408-535-00-6302 and G/L 408-535-10-6302 under these Job Numbers and cannot be used to reimburse ARPA funds.

Type of Item: Consent

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Ocoee Transmission Main Interconnect to OCU** Agreement Number: **WS112**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Ocoee** Entity Type: **Local Government**

Grantee Address: **1 North Bluford Avenue, Ocoee, Florida 34761** FEID: **59-6019764**

(Grantee)

3. Agreement Begin Date: **July 1, 2024** Date of Expiration: **June 30, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (28.6019, -81.5261)**

Project Description: **The project includes installation of 4,800 LF of reclaimed water main and connection between Ocoee and Orange County Utility's (OCU) reclaimed system. The new main will serve as a bidirectional reclaimed water transmission main for Ocoee.**

5. Total Amount of Funding: \$ 1,532,500.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	AWS, GAA, LI 1737, 24-25, GR	\$ 1,532,500.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,532,500.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Sarah Stage	Name: Jennifer Bolling
or successor	or successor
Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000	Address: City of Ocoee 1800 A.D. Mims Road Ocoee, Florida 34761
Phone: 850-245-2842	Phone: 407-905-3159
Email: Sarah.Stage@FloridaDEP.gov	Email: jbolling@ocoe.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Ocoee	GRANTEE
Grantee Name	
By _____	Date Signed _____
(Authorized Signature)	
Rusty Johnson, Mayor, City of Ocoee	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	
Date Signed _____	
Angela Knecht, Director, Division of Water Restoration Assistance	
Print Name and Title of Person Signing	

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Sarah Stage, DEP Grant Manager

Katie Verdesca, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

1 of 14

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs 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, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

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of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
- iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
- v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
- vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including 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. The Grantee must also inform the Department 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 Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WS112**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Ocoee Transmission Main Interconnect to OCU. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will

terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Ocoee Transmission Main Interconnect to OCU

PROJECT LOCATION: The Project will be located in the City of Ocoee within Orange County; Lat/Long (28.6019, -81.5261).

PROJECT BACKGROUND: The City of Ocoee (Grantee) is located in the Central Florida Water Initiative, a water supply planning area, where it has been determined that traditional ground water supplies projected water demands exceed the sustainable yield of the Floridian aquifer. This project will extend the existing transmission main to allow the city to complete additional retrofit projects and connections to potable-reclaim jumped areas. The new main will serve as a bidirectional reclaimed water transmission main for Ocoee and will reduce the Grantee's dependency on groundwater.

PROJECT DESCRIPTION: The Grantee will conduct preconstruction activities and install approximately 4,800 linear feet of 8-inch, 12-inch, and 16-inch reclaimed water main from Orange County Interconnect to a new reclaim storage tank. The Grantee will also install related appurtenances, the interconnect assembly, power supply, and Supervisory Control and Data Acquisition (SCADA) programming.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: \$1,100,161.59 from the City of Ocoee. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task 2: Project Management

Deliverables: The Grantee will provide project management services related to the Ocoee Transmission Main Interconnect to OCU Project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related

documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task 3: Construction

Deliverables: The Grantee will construct the Ocoee Transmission Main Interconnect to OCU Project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Miscellaneous/ Other Expenses	\$43,458.90	07/01/2024	12/31/2027
2	Project Management	Contractual Services	\$72,374.88	07/01/2024	12/31/2027
3	Construction	Contractual Services	\$1,416,666.22	07/01/2024	12/31/2027
Total:			\$1,532,500		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. 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 of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. 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 Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, 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 Section 215.97, Florida Statutes, 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).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Attachment 5, Exhibit I
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
A	Department of Environmental Protection	2024-2025	37.100	Alternative Water Supply – LI 1737
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$1,532,500
-------------	-------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 19

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Piggyback the Clay County Utility Authority Contract with Odyssey Manufacturing for the Supply of Sodium Hypochlorite. (Utilities Director Bolling)

Background Summary:

The City of Ocoee budgets funds annually for the delivery and supply of sodium hypochlorite, which is the disinfectant used for the treatment of both water and wastewater. Odyssey Manufacturing currently supplies the City with sodium hypochlorite under a piggyback contract with the City of Tarpon Springs, which expired on May 26, 2025. Odyssey Manufacturing has agreed to supply sodium hypochlorite to the City under a new piggyback contract with the Clay County Utility Authority. The new contract will expire on March 7, 2026, and has two additional one-year renewals remaining. As the City's main supplier of sodium hypochlorite, Odyssey Manufacturing has proven to be a reliable vendor and has served the City well in both regular and emergency circumstances.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the Clay County Utility Authority contract with Odyssey Manufacturing for the supply of Sodium Hypochlorite?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve to piggyback the Clay County Utility Authority contract including renewals, with Odyssey Manufacturing for the supply of Sodium Hypochlorite. Staff also recommends the City Manager be authorized to approve change orders to this contract up to the limit of his purchasing authority for each change order, and up to the budgeted amount for these services for all change orders.

Attachments:

1. Odyssey Agreement To Piggyback
2. Clay County Utility Authority Contract

Financial Impacts:

This expense is approved annually as part of the Utilities Department Water & Wastewater Facilities budget.

Type of Item: Consent

**AGREEMENT TO PIGGYBACK ON A CONTRACT
FOR COMMODITIES OR CONTRACTUAL SERVICES
BID BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT TO PIGGYBACK ON A CONTRACT FOR COMMODITIES OR CONTRACTUAL SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY (hereinafter the "Agreement") is entered into this ____ day of _____, 20____, by and between the **CITY OF OCOEE**, a Florida municipal corporation established under the laws of the State of Florida (hereinafter referred to as the "City") and **ODYSSEY MANUFACTURING COMPANY** (hereinafter referred to as the "Contractor"), a Delaware Corporation authorized to do...; hereinafter referred to as the "Parties";

WHEREAS, on March 8, 2020, Contractor entered into **SODIUM HYPOCHLORITE CHEMICAL SUPPLIER ITB# 20/24-A5 CONTRACT** with Clay County Utility Authority a charter county and political subdivision of the State of Florida, for Contracted Bulk Supply of Sodium Hypochlorite (hereinafter the "Contract"); and

WHEREAS, the Contract was procured competitively by Clay County Utility Authority; and

WHEREAS, the City has the legal authority under Chapter 287, Florida Statutes, and Chapter 21 of the City of Ocoee Code of Ordinances to "piggyback" onto a contract procured pursuant to section 287.057, Florida Statutes, by another governmental entity when seeking to utilize the same or similar commodities or services provided for in said Contract; and

WHEREAS, the City desires to piggyback onto the above-referenced Contract, including any Amendments and/or Renewals, between the Contractor and Clay County Utility Authority for Contracted Bulk Supply of Sodium Hypochlorite (hereinafter the "Work") to its water and wastewater treatment facilities, and Contractor consents to the aforesaid piggybacking; and

WHEREAS, the Contract, attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the above recitals and the provisions set forth in this Agreement, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein as material provisions of this Settlement Agreement by this reference.
2. Scope of Services. The Contractor affirms and ratifies the terms and conditions of the above-referenced Contract with Clay County Utility Authority, and agrees to perform the services set forth therein, and in accordance with Contractor's Proposals, attached hereto as Exhibit "A" for the City in accordance with the terms of said Contract and this City of Ocoee Agreement. Contractor further agrees that for the purpose of interpretation and enforcement this Agreement,

the term "City of Ocoee" shall be substituted for the term, "Clay County Utility Authority" throughout the Contract.

The Contractor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in Exhibit "A" Clay County Utility Authority Contract until the Work is completed. Clay County Utility Authority is not a party to this Contract.

3. Compensation. Contractor shall perform services in accordance with a Scope of Work attached hereto as Exhibit "A", and the terms of the Clay County Contract which are incorporated herein by reference.

4. Term. The term of this Agreement shall be in accordance with the terms of Clay County Utility Authority Contract for Bulk Supply of Sodium Hypochlorite to include renewal terms, and until the City's Work is completed. Any renewal term is with the condition that the City's obligation to pay under this Agreement for each year is contingent upon the City in its good faith judgment having sufficient funds to make an annual appropriation for the work to be provided under this agreement.

5. Amendment. This Agreement may be amended or modified only by a change order or addendum, and as duly authorized and executed by the parties.

6. Termination Without Cause. This Agreement, or any change order or addendum issued under this Agreement, may be terminated by the CITY without cause by delivering thirty (30) days' written notice to the CONTRACTOR. In the event of the termination of this Agreement, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to termination, shall not be deemed to be terminated or released. The CONTRACTOR shall be paid for Services completed prior to receipt of the termination notice and for reasonable costs relating to commitments for the benefit of the City prior to the termination; however, final payment to the CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses, overhead, and profit on uncompleted Services.

7. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any change order or addendum issued under this Agreement, in whole or in part, if the CONTRACTOR: (1) submits a willfully false invoice or (2) substantially fails to perform any obligation under this Agreement and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the CITY to do so, unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary therefor. The CONTRACTOR may terminate this Agreement if the CITY substantially fails to perform any obligation under this Agreement, other than responding to a

demand for payment, and does not remedy the failure within fifteen (15) calendar days after receipt by the CITY of written demand from the CONTRACTOR to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

Upon termination of this Agreement for cause by the CITY, the CITY may pay the CONTRACTOR for the services actually rendered and the reasonable and provable expenses required by and actually incurred by the CONTRACTOR for services prior to the effective date of termination. Such payments, however, shall be reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONTRACTOR including all incidental and consequential fees and expenses.

8. Delivery of Materials Upon Termination. In the event of termination of this Agreement by the CITY prior to the CONTRACTOR 's satisfactory completion of all the services described to herein, the CONTRACTOR shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and any and all other documents, instruments, information, and materials (whether or not completed) that were generated or prepared by the CONTRACTOR, or by any sub-Contractor, in rendering the services described herein and not previously furnished to the CITY by the CONTRACTOR pursuant to this Agreement. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all sub-Contractors agree in writing to be bound by the provisions of this subsection. This provision is supplemental to the language in this Agreement relating to public records. Any reuse of the Work Product described above without written verification or adaptation by CONTRACTOR, as appropriate, for the specific purpose intended, will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

9. Indemnification. The CONTRACTOR to the extent permitted in Section 725.08, Florida Statutes agrees to indemnify and hold harmless the City, its representatives, employees, and elected and appointed officials 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 any professional services rendered under this Agreement. For purposes of compliance with Florida law, CONTRACTOR acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

10. Insurance.

General. The CONTRACTOR shall purchase, maintain, and keep in full force, effect, and good standing, such insurance as described below and any other insurance necessary to fully

protect it from claims of the nature that are detailed herein, that may arise out of, or result from, the CONTRACTOR 's operations, performance, or services, or all of these things, or any of these things in combination (CONTRACTOR 's Operations), whether the CONTRACTOR 's Operations are by the CONTRACTOR, any of its agents or sub-Contractors, or anyone for whose act or acts it may be liable. The CONTRACTOR 's insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this subsection shall be written for not less than the limits of liability specified in Exhibit "A" or required by law, whichever is greater, and shall include contractual liability insurance, as applicable to the CONTRACTOR 's obligations under this Agreement. **The City shall be named additional insured on all such policies.**

Coverage Amounts. The CONTRACTOR shall provide evidence of insurance as stated below, the City's standard insurance requirements, and the form of a certificate of insurance issued on behalf of the CITY by companies acceptable to the CITY at the minimum limits and coverage's with deductible amounts acceptable to the CITY.

1. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the General Contractor and/or Sub-Contractor providing such insurance.
2. Workers' Compensation Insurance: The Contractor shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the City, for the protection of the Contractor's employees not otherwise protected. Include Waiver of Subrogation in favor of the City of Ocoee.
3. Contractor's Public Liability and Property Damage Insurance: The Contractor shall obtain during the life of this Agreement COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the Contractor and the City from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor, and the amounts of such insurance shall be the minimum limits as follows:
4. Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)

- All covered automobile will be covered via symbol 1
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The City of Ocoee
5. Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the Contractor is primary and non-contributory.
- \$2,000,000 GENERAL AGGREGATE
 - \$2,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
 - \$1,000,000 PER OCCURRENCE
 - \$1,000,000 PERSONAL & ADVERTISING INJURY
 - Include Waiver of Subrogation in favor of the City of Ocoee
 - \$1,000,000 Professional Liability (Design Errors & Omissions)
6. Sub-Contractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each Sub-Contractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these Sub-Contractors in the Contractor's policy, as specified above.
7. Contractual Liability: If the project is not bonded, the Contractor's insurance shall also include contractual liability coverage to insure the fulfillment of the contract. **NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
- \$1,000,000 PER OCCURRENCE
 - \$2,000,000 AGGREGATE

Commercial Umbrella:

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 Aggregate
- Including Employer's Liability and Contractual Liability

The CONTRACTOR shall not commence any work in connection with this Agreement until all insurance has been obtained and approved by the CITY, nor shall the CONTRACTOR allow any sub-Contractor to commence work on a subcontract until all similar insurance required of the sub-Contractor has been so obtained and approved. Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of Florida which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company, except for Professional Liability insurance which is size category of V. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer under section 440, Florida Statutes.

CITY's Right to Inspect Policies. In the event of a claim, the CONTRACTOR shall, upon ten (10) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

11. Public Records Compliance. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from the 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 City.

D. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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 407-905-3105, ccd1@ocoe.org, WITH AN OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

12. E-Verify.

By entering into the Contract, the awarded Contractor is obligated to comply with the provisions of § 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to

comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontractor must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Ninth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095 Fla. Stat., by the Contractor, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Contract. Nothing in the E-Verify Certification shall be construed to allow intentional discrimination of any class protected by law.

- A. Pursuant to section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - (iii) Contractor shall maintain a copy of all subcontractor affidavits for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

13. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

14. Notices. All notices required under this Agreement shall be sent by certified mail or overnight carrier, return receipt requested, to the parties as follows:

TO THE CITY:

City of Ocoee
1 North Bluford Avenue
Ocoee, Florida 34761
Attention: Procurement Manager
Phone: (407) 905-3100

With a Copy to:

City of Ocoee Utilities Department
1800 A.D. Mims Road
Ocoee, Florida 34761
Attention: Assistant Utilities Director
Phone: (407) 554-7241

TO THE CONTRACTOR:

Patrick H. Allman General Manager
(Name) (Title)

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, Florida 33619
Phone: 813-635-0339

(Signature page follows)

**CITY OF OCOEE SIGNATURE PAGE FOR
FOR CONTRACTED BULK SUPPLY OF SODIUM HYPOCHLORITE
WITH ODYSSEY MANUFACTURING CO.**

Odyssey Manufacturing Co.

Tiffany Thaxton
Witness: Tiffany Thaxton

By: [Signature]
Name: Kirk H. Allman
Title: General Manager

ATTEST:

APPROVED:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

DATE: _____

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2025

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2025
UNDER AGENDA ITEM NO. ____.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney

CORPORATE AUTHORITY TO EXECUTE DOCUMENTS

I HEREBY CERTIFY that a meeting of the Board of Directors of Odyssey Manufacturing Co., a corporation under
(Contractor's Corporate Name)
the laws of the State of Delaware, held on the 16th day of July, 2025,
the following resolution was duly passed and adopted:

"RESOLVED, that [Signature] Patrick H. Allman
(signature of individual) (typed name of individual)
as General Manager of the corporation, is hereby authorized to execute and all documents
required to be signed by an officer of the Corporation in order to submit a valid bid, contract and
bond for

CITY OF OCOEE
Odyssey Manufacturing Co.
Piggyback Contract On Clay County
Utility Authority ITB# 20/21-A5

between the CITY OF OCOEE, a municipal corporation, and this corporation, and that his
execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall
be the official act and deed of this corporation."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
corporation this 16th day of July, 2025.
(CORPORATE SEAL)

[Signature] (Corporate Secretary)
STATE OF FLORIDA
CITY OF TAMPA

The foregoing instrument was acknowledged before me this 16th day of July, 2025
by Stephen Scelke
(name of officer or agent, title of officer or agent), by means of ☒ physical presence or ☐ online
notarization, of Odyssey Manufacturing Co. (name of corporation acknowledging), a
Delaware (state or place of incorporation) corporation, on behalf of the
corporation. He/She is personally known to me or has produced _____ (type
of identification) as identification and did/did not take an oath.

Tiffany Thaxton
(Notary Public)
My Commission Expires: 10/3/27





BID CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid: the name of any City of Ocoee employee, Mayor or City Commissioner, other City Official, or City Consultants, who owns assets or capital stock, directly or indirectly, in the Bidder's firm or any of its branches, or would directly or indirectly benefit by the profits or emoluments of this Bid. (Indirect ownership or benefit applies to any members of his or her immediate family.) Bidder certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City. In the event that a conflict of interest is identified in the provision of services, Bidder agrees to immediately notify the City in writing.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for the City Commission, Staff, and other key City employees and consultants involved in the award and administration of this contract.

According to Chapter 112, Florida Statutes, the term "conflict of interest" "means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest", and refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Bid.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Bid.

Acknowledged by:

Odyssey Manufacturing Co.
Firm Name

[Signature]
Signature

Patrick H. Allman, General Manager
Name and Title (Print or Type)

16 July 2025
Date

Odyssey Manufacturing Co.. –
Agreement to piggyback on Clay County Utility Authority ITB# 20/21-A5

00480A-1

**FOURTH RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FOURTH RENEWAL to the **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT**, is made and entered into this 5th day of March, 2025, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT** as of March 8, 2020 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and the First, Second, and Third Renewals (First Three Renewals) by entering into this Fourth Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and First Three Renewals.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 8, 2025, through March 7, 2026. Both parties hereby acknowledge that this is the fourth of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby two (2) additional renewal options remain.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 8, 2025.

2. MISCELLANEOUS

- a. This Fourth Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Fourth Renewal, when executed by the Parties, shall be effective as of the date stated above. This Fourth Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Fourth Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Fourth Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Fourth Renewal, the Original Agreement and First Three Renewals are hereby ratified and confirmed and all other terms of the Original Agreement and First Three Renewals remain in full force and effect, unaltered, and unchanged by this Fourth Renewal. Whether or not specifically amended by this Fourth Renewal, all of the terms and provisions of the Original Agreement and First Three Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Renewal.

(Signature Page Follows)

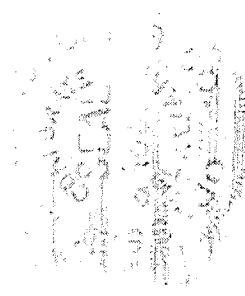
IN WITNESS WHEREOF, the Parties have executed this Fourth Renewal, effective as of the date indicated above.

ODYSSEY MANUFACTURING COMPANY:

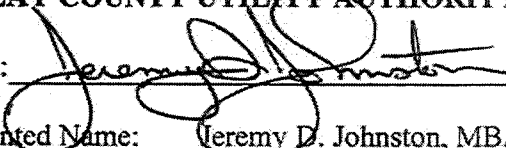
By: 

Printed Name: Patrick H. Allen

Title: General Manager



CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia C. Wilson, MPA

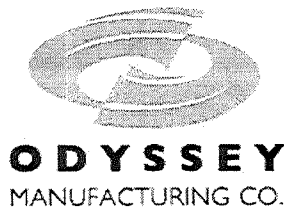
Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT 'A'

ITB# 19/20-A5 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$1.53



May 17, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

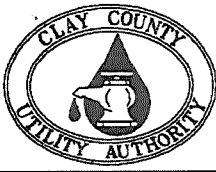
Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



Clay County Utility Authority

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

February 6, 2025

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

RE: Fourth Renewal of ITB No. 20/21-A5 Chemical Supplier Contract for Sodium Hypochlorite

Dear Mr. Allman:

The above referenced contract is scheduled to expire on **March 7, 2025**. The contract terms allow for a renewal period of 12 months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 12-month period, continuing from **March 8, 2025 - March 7, 2026**. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for an additional 12 months before **February 14, 2025** by signing this letter below and returning it to our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

**Darrin
Parker**

Darrin G. Parker
Contract & Procurement Specialist

/dp

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** * NO OTHER

Odyssey Manufacturing Company

NAME:

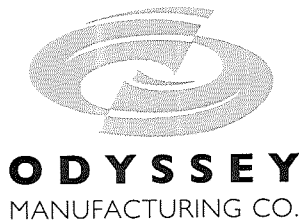
Patrick H. Allman, General Manager

TITLE:

2-11-2025

DATE:

* See attached letter from P. Allman
dated 2/11/25 requesting price
increase.



February 11, 2025

Mr. Darrin G. Parker
Contract & Procurement Specialist
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3097

Re: **RENEWAL REQUEST FOR CHEMICAL SUPPLY CONTRACT 20/21-A5
FOR SODIUM HYPOCHLORITE**

Encl: (1) Consumer Price Index Summary

Dear Darrin,

As you know, Odyssey Manufacturing Co. has been supplying the Clay County Utility Authority (CCUA) sodium hypochlorite under the current subject contract since March 9, 2021. The contract initially expired on March 8, 2023, and has been renewed twice through March 8, 2025 and has three more one-year renewals remaining. Odyssey Manufacturing Co. hereby offers to renew the subject agreement for an additional year effective March 9, 2025 through March 8, 2026, at a revised unit price of \$1.53 per gallon (an increase 5.5%). This price is fixed for the water and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at your Water and Wastewater Treatment facilities.

Over the past twelve months, most of our costs have gone up proportional to the inflation rate (2.8% per Enclosure (1)) with the exception of liability and property insurance which went up by just under \$2 million this past year and wages (which went up 5% because of the lack of blue collar workers). This increase for insurance is the equivalent of \$.03 per gallon all by itself or 2.1%). The marketplace considers chemical companies a bad risk and everyone knows that the property insurance market is increasing by leaps and bounds because of all the natural disasters. Most of our employees are hourly employees and we have had to pay increasingly well to keep our drivers and plant operators. Hence, the requested increase of \$.08 per gallon or 5.5% is reasonable.

Thank you for your consideration. We value our supplier relationship with the CCUA both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Managers

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

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Databases, Tables & Calculators by Subject

Special Notices 4/25/2024

Change Output Options:

From: To: 

☐ include graphs ☐ include annual averages

[More Formatting Options](#) ➔

Data extracted on: February 14, 2025 (6:14:41 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUSR0000SAO
Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761		
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637		
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805		
2018	248.859	249.529	249.577	250.227	250.792	251.018	251.214	251.663	252.182	252.772	252.594	252.767		
2019	252.561	253.319	254.277	255.233	255.296	255.213	255.802	256.036	256.430	257.155	257.879	258.630		
2020	259.127	259.250	258.076	256.032	255.802	257.042	258.352	259.316	259.997	260.319	260.911	262.045		
2021	262.639	263.573	264.847	266.625	268.404	270.710	271.965	272.752	273.942	276.528	278.824	280.806		
2022	282.542	284.525	287.467	288.582	291.299	295.072	294.940	295.162	296.421	297.979	298.708	298.808		
2023	300.456	301.476	301.643	302.858	303.316	304.099	304.615	306.138	307.374	307.653	308.087	308.735		
2024	309.794	311.022	312.107	313.016	313.140	313.131	313.566	314.131	314.851	315.564	316.449	317.603		
2025	319.086													

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

$$\frac{317.603 - 308.735}{308.735} = 2.9\%$$

**FOURTH RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FOURTH RENEWAL to the **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT**, is made and entered into this 5th day of March, 2025, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT** as of March 8, 2020 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and the First, Second, and Third Renewals (First Three Renewals) by entering into this Fourth Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and First Three Renewals.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 8, 2025, through March 7, 2026. Both parties hereby acknowledge that this is the fourth of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby two (2) additional renewal options remain.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 8, 2025.

2. MISCELLANEOUS

- a. This Fourth Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Fourth Renewal, when executed by the Parties, shall be effective as of the date stated above. This Fourth Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Fourth Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Fourth Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Fourth Renewal, the Original Agreement and First Three Renewals are hereby ratified and confirmed and all other terms of the Original Agreement and First Three Renewals remain in full force and effect, unaltered, and unchanged by this Fourth Renewal. Whether or not specifically amended by this Fourth Renewal, all of the terms and provisions of the Original Agreement and First Three Renewals are hereby amended to the extent necessary to give effect to the purpose and intent of this Fourth Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Fourth Renewal, effective as of the date indicated above.

ODYSSEY MANUFACTURING COMPANY:

By: 

Printed Name: Patrick H. Allman

Title: General Manager



CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, MBA, PE

Title: Executive Director

ATTEST:

By: 

Printed Name: Angelia C. Wilson, MPA

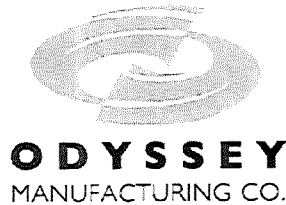
Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT 'A'

ITB# 19/20-A5 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$1.53



May 17, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

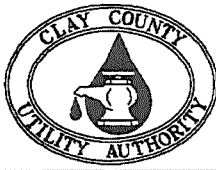
Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
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1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



Clay County Utility Authority

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

January 8, 2024

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Re: Third Renewal of Chemical Supplier Contract for Sodium Hypochlorite
ITB No. 20/21-A5

Dear Mr. Thatcher:

The above referenced contract is scheduled to expire on **March 7, 2024**. The contract terms allow for a renewal period of 12-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 12-month period, continuing from March 8, 2024, through March 7, 2025. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for the additional 12-months before January 26, 2024 by signing this letter below and returning it our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Darrin
Parker

Darrin G. Parker
Contract & Procurement Specialist

/dp

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** NO OTHER
Odyssey Manufacturing Company

NAME:

General Manager

TITLE:

January 15, 2024

DATE:

* With Price Increase as outlined
in our letter to D. Parker
dated 1/23/2024



January 23, 2024

Mr. Darrin G. Parker
Contract & Procurement Specialist
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3097

Re: **RENEWAL REQUEST FOR CHEMICAL SUPPLY CONTRACT 20/21-A5
FOR SODIUM HYPOCHLORITE**

Dear Mr. Parker,

As you know, Odyssey Manufacturing Co. has been supplying the Clay County sodium hypochlorite under the current subject contract since March 9, 2021. The contract initially expired on March 8, 2023, and was renewed for another year through March 8, 2024 and has four more one-year renewals remaining. Odyssey Manufacturing Co. hereby offers to renew the subject agreement for an additional year effective March 9, 2024 through March 8, 2025, at a revised unit price of \$1.45 per gallon (an increase of 21.8%). This price is fixed for the water and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at your Water and Wastewater Treatment facilities.

As you are aware, we have been in a period of unprecedented inflation in this county over the past three year in this country. In particular, costs in the chemical industry have risen dramatically over this period. Because of the timing of your contract, Clay County currently has the lowest sodium hypochlorite pricing in the State of Florida and we have not been able to pass on the increases we have seen as of yet. Frankly, our sodium hypochlorite pricing to Clay County has not kept up with the industry cost increases. Additionally, over the past twelve months, our labor costs have increased 4.5%, which were necessary to retain employees in this tight labor market and basically just matched the Consumer Price Index for inflation. Our biggest cost increases in the past year have been from property and liability insurance, which between them have increased by over \$1 million per year. Despite no claims, our worker's compensation insurance doubled in January 2024 because "the chemical industry is too high a risk and they want a surcharge to insure you" which is what I was told by our broker.

The fact that Clay County benefitted from Odyssey's long-term contracts which kept its costs below the market pricing is reflected in the pricing shown in the below table which represents all of the bids in the State of Florida for sodium hypochlorite for the past twelve months. Unfortunately, our major supply contracts all increased over 40% on October 1, 2023. As you can see, the proposed increase is very reasonable in light of these bids and would still make Clay County one of the lowest priced utilities in Florida.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	No Bid
11/18/2022	City of Wildwood	115,000	\$1.57	\$2.56 (H)
11/22/2023	City of Winter Haven	714,777	\$1.55	No Bid
12/8/2022	City of Clearwater	957,000	\$1.67	\$1.28
1/10/2023	City of Tallahassee	625,000	\$1.60	\$1.59
1/25/2023	City of Edgewater	240,000	\$1.73	\$1.49
3/6/2023	Peace River Manasota	750,000	\$1.43	\$1.69
6/2/2023	City of New Port Richey	320,000	\$1.44	\$1.85
6/15/2023	Okeechobee County	30,000	No Bid	\$1.80
6/27/2023	Town of Jupiter WTP	314,000	\$1.44	\$1.85
6/27/2023	Town of Jupiter Booster Station	4,000	\$1.54	\$3.50
7/6/2023	City of Fort Lauderdale - Full Tankers	9,214,000	\$1.47	\$2.25
7/6/2023	City of Fort Lauderdale - Partial Tankers	356,000	\$1.57	\$2.45
7/10/2023	City of Ocala	325,000	\$1.90	\$1.75
7/24/2023	South Martin Regional	185,000	No Bid	\$1.65
7/26/2023	The Villages	700,000	No Bid	\$1.85 (*)
7/27/2023	Palm Beach County – Full Tanker	4,785,000	\$1.44	\$1.98
7/27/2023	Palm Beach County – Partial Tanker	35,500	\$1.54	\$2.10
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69
8/9/2023	Martin County	800,000	\$1.45	\$2.05
8/16/23	Charlotte County	606,000	\$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53
12/18/23	Hillsborough County	10,724,040	\$1.43	\$1.89
12/18/23	City of Tampa WTP	1,700,000**	\$1.42	\$1.49

* Odyssey's Distributor

** Bid Misstated amount as 170,000 gallons

Thank you for your consideration. We value our supplier relationship with the Clay County Utility Authority both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

**SECOND RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS SECOND RENEWAL to the **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT**, is made and entered into this 8th day of March, 2023, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. The Authority and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB# 20/21-A5 CONTRACT** as of March 8, 2020 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement and the First Renewal by entering into this Second Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement and First Renewal.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 8, 2023, through March 7, 2024. Both parties hereby acknowledge that this is the second of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby four (4) additional renewal option now remains.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 8, 2023.

2. MISCELLANEOUS

- a. This Second Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This Second Renewal, when executed by the Parties, shall be effective as of the date stated above. This Second Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this Second Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This Second Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this Second Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this Second Renewal. Whether or not specifically amended by this Second Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Second Renewal.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this Second Renewal, effective as of the date indicated above.

ODYSSEY MANUFACTURING COMPANY:

By: 

Printed Name: Patrick H. Adman

Title: General Manager

CLAY COUNTY UTILITY AUTHORITY:

By: 

Printed Name: Jeremy D. Johnston, PE, MBA

Title: Executive Director

ATTEST:

By: 

Printed Name: for Angela Wilson

Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT A

ITB# 19/20-A15 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$1.19



May 17, 2022

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on May 17, 2022, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 17th day of May, 2022.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

MANUFACTURERS OF

ULTRA CHLOR
THE CLEAR SOLUTION

(800) ODYSSEY

www.odysseymanufacturing.com

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589



Clay County Utility Authority

3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 213-2413
Facsimile (904) 213-2436

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

January 6, 2023

Mr. Patrick H. Allman
Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

Re: Renewal of Chemical Supplier Contract for Sodium Hypochlorite
ITB No. 20/21-A5

Dear Mr. Thatcher:

The above referenced contract is scheduled to expire on **March 7, 2023**. The contract terms allow for a renewal period of 12-months, contingent upon the mutual agreement of both parties. The Clay County Utility Authority (CCUA) is hereby providing written notice of interest in renewing the existing contract for an additional 12-month period, continuing from March 8, 2023, through March 7, 2024. Please provide any requested price adjustments to accompany this letter for the contract renewal. Please notify CCUA and advise if you agree and would like to renew the existing contract for the additional 12-months before January 26, 2023 by signing this letter below and returning it our office.

CCUA appreciates your cooperation. We look forward to continuing business with you and your organization in the coming years.

Sincerely,
CLAY COUNTY UTILITY AUTHORITY

Angelia Wilson
Procurement Manager

/aw

cc: Jeremy D. Johnston
Darryl Muse

ACCEPTANCE: **YES** NO OTHER
Odyssey Manufacturing Company

NAME:

General Manager

TITLE:

1/30/2023

DATE:



November 13, 2022

Ms. Leslie Hess
Administrative Assistant
Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068-3097

Re: **RENEWAL REQUEST FOR CHEMICAL SUPPLY CONTRACT 20/21-A5
FOR SODIUM HYPOCHLORITE**

Encl: (1) Producer Price Index – PCU325180325180S

Dear Ms. Hess,

As you know, Odyssey Manufacturing Co. has been supplying the Clay County sodium hypochlorite under the current subject contract at a unit price of \$.775 per gallon since March 9, 2021. The contract expires on March 8, 2023 and has five more one-year renewals remaining. Odyssey Manufacturing Co. hereby offers to renew the subject agreement for an additional year effective March 9, 2023 through March 8, 2024, at a revised unit price of \$1.19 per gallon. This price is fixed for the water and wastewater treatment plants and there are no fuel surcharges, delivery fees or other hidden charges. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as required as we have done in the past at your Water and Wastewater Treatment facilities.

As you are aware, we have been in a period of unprecedented inflation in this county over the past two years. In particular, costs in the chemical industry have risen dramatically. Enclosure (1) is a copy of the Producer Price Index (PPI) which includes sodium hypochlorite and as you can see it has gone up over 130% in the past twenty-four months and 34.8% in the past twelve months. Frankly, we did not see most of these increases until the past year as various contracts expired. Our proposed price increase over the past two years is 109.9%, which is significantly less than this amount.

Additionally, I have attached a table showing all sodium hypochlorite bids in the State of Florida in the past six months to aid in your evaluation.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
4/18/2022	Sarasota County	1,430,000	\$1.07	\$1.02
4/18/2022	Sarasota County (Em. Deliveries)	72,000	\$1.12	\$1.02
4/27/2022	Collier County Aquatic Facilities	109,500	No Bid	\$1.25
6/8/2022	Okeechobee Sports Complex	30,000	No Bid	\$1.45
6/10/2022	City of New Port Richey	320,000	\$.988	\$1.45
6/16/2022	City of Palm Coast	550,000	\$.984	No Bid

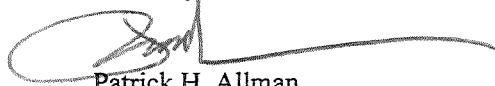
MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
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6/23/2022	Emerald Coast Utilities	500,000	\$1.16	\$1.40
7/14/2022	Town of Jupiter (>4,000 gallons)	328,000	\$1.01	\$1.70
7/14/2022	Town of Jupiter (Small Trucks)	Unknown	\$1.15	\$3.75
7/19/2022	City of Cocoa	625,000	\$1.018	No Bid
7/26/2022	City of Naples	540,000	\$1.04	No Bid
8/10/2022	Charlotte County	606,000	\$1.07	\$1.65
8/11/2022	City of West Palm Beach – Water	500,000	\$1.42	\$1.20
8/11/2022	City of West Palm Beach – ECR	785,000	\$1.42	\$1.20
8/11/2022	City of Sanibel – Year 1	94,000	\$1.08	\$1.20
8/11/2022	City of Sanibel – Year 2	94,000	\$1.15	\$1.25
8/11/2022	City of Sanibel – Year 3	94,000	\$1.20	\$1.30
9/6/2022	Bay County	232,500	\$1.89	\$1.35
9/8/2022	City of Marco Island	404,405	\$1.34	\$1.55
9/9/2022	Seacoast Utility Authority	250,000	\$1.29	\$1.55
10/7/22	City of Plantation	262,000	\$1.328	\$1.67
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	\$1.15

Thank you for your consideration. We value our supplier relationship with the Clay County Utility Authority both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager

c (1) Dennis Martin, Clay County Utilities



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022

☐ include graphs ☐ include annual averages[More Formatting Options](#)

Data extracted on: November 1, 2022 (1:43:03 PM)

PPI Industry Data

Series Id: PCU3251803251805

Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted

Industry: Other basic inorganic chemical manufacturing

Product: Secondary products

Base Date: 201012

Download: [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.8	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.1	154.1	154.1	158.3	176.4	176.4	181.197	183.702	183.717	181.729	186.468	189.374
2022	187.089	193.115	204.050	226.850	228.533	223.787(P)	249.673(P)	247.773(P)				

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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$$\frac{247.773 - 107.7}{107.7} = 130\% \quad (2 \text{ years})$$

$$\frac{247.773 - 183.702}{183.702} = 34.8\% \quad (1 \text{ year})$$

**FIRST RENEWAL OF THE CONTRACT
BETWEEN
CLAY COUNTY UTILITY AUTHORITY
AND
ODYSSEY MANUFACTURING COMPANY**

THIS FIRST RENEWAL to the **CHEMICAL SUPPLIER ITB 20/21-A5 CONTRACT**, is made and entered into this 7th day of February, 2022, by and between **CLAY COUNTY UTILITY AUTHORITY** ("CCUA"), an independent special district and political subdivision of the State of Florida, existing and created under Chapter 94-491, Laws of Florida, Special Acts on 1994, whose primary business address is 3176 Old Jennings Road, Middleburg, Florida 32068, and **ODYSSEY MANUFACTURING COMPANY** (the "Contractor"), a Florida Company whose primary business address is 1484 Massaro Blvd. Tampa, Florida 33619. CCUA and the Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, CCUA and **ODYSSEY MANUFACTURING COMPANY**, entered into that certain **CHEMICAL SUPPLIER ITB 20/21-A5 CONTRACT** as of March 8, 2021 (the "Original Agreement");

WHEREAS, CCUA and the Contractor desire to extend the Original Agreement by entering into this First Renewal as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DESCRIPTION OF CHANGES

- a. Odyssey Manufacturing Company will continue to perform all its duties, responsibilities, and obligations under the Original Agreement.
- b. CCUA hereby consents to continuing the Original Agreement with Odyssey Manufacturing Company.
- c. The expiration of the Original Agreement shall be extended from March 9, 2022, through March 8, 2023. Both parties hereby acknowledge that this is the first of six (6) additional (1) one-year renewal options to extend the term of the Original Agreement, whereby five (5) additional renewal option now remains.
- d. The rates in the Original Agreement are hereby amended as detailed in the **Exhibit 'A'**. Pricing will be effective on March 9, 2022.

2. MISCELLANEOUS

- a. This First Renewal and all Ancillary Documents may be executed by providing an electronic signature under the terms of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et. seq., and Chapter 668, Florida Statutes and delivered by email or other electronic delivery method which will have the same force and effect as a written signature.
- b. This First Renewal, when executed by the Parties, shall be effective as of the date stated above. This First Renewal fully and completely expresses the agreement of the Parties with respect to the matters contained herein and shall not be modified or further amended except by written agreement executed by each of the Parties hereto. The Consultant understands and agrees that no representations of any kind whatsoever have been made to it other than as appear in this First Renewal, that it has not relied on any such representations, and that no claim that it has so relied on may be made at any time and for any purpose.
- c. This First Renewal may be executed in any number of counterparts, each of which shall be deemed original; however, all of which when taken together shall constitute one and the same instrument.
- d. Except as amended and/or modified by this First Renewal, the Original Agreement is hereby ratified and confirmed and all other terms of the Original Agreement remain in full force and effect, unaltered, and unchanged by this First Renewal. Whether or not specifically amended by this First Renewal, all of the terms and provisions of the Original Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this First Renewal.

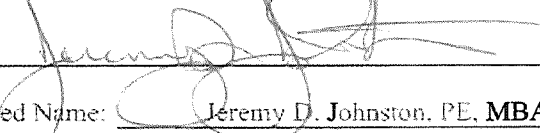
(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have executed this First Renewal, effective as of the date indicated above.

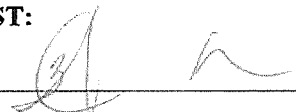
ODYSSEY MANUFACTURING COMPANY:

By: 
Printed Name: Patrick H. Almon
Title: General Manager

CLAY COUNTY UTILITY AUTHORITY:

By: 
Printed Name: Jeremy D. Johnston, PE, MBA
Title: Executive Director

ATTEST:

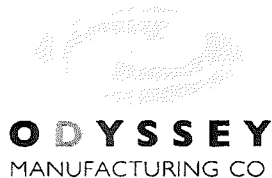
By: 
Printed Name: Angelia Wilson
Title: Procurement Manager

Execute in Triplicate Distribution (electronic):

1. Odyssey Manufacturing Company
2. CCUA Procurement Department
3. CCUA Project Manager – User Department

EXHIBIT A

ITB# 19/20-A15 Chemical Supplier	Description	Unit Type	Pricing
Odyssey Manufacturing Company	Sodium Hypochlorite (NaOCl)- 12.5 Trade Percent Non-Tanker Deliveries	Gallon	\$0.775



April 14, 2021

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 14, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of April, 2021.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

**STANDARD FORM OF AGREEMENT
BETWEEN AUTHORITY AND VENDOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 26th day of January in the year 2021 by and between Clay County Utility Authority (hereinafter called AUTHORITY) and Odyssey Manufacturing Company, (hereinafter called VENDOR).

ARTICLE 1. MATERIALS FURNISHED

VENDOR shall furnish all chemicals/materials specified or indicated in the contract documents on an annual renewable contract basis upon mutual agreement of both parties, not to exceed a maximum of six (6) years. The selection of any Vendor does not obligate the Authority to purchase any chemicals/materials from the vendor. The annual renewable chemicals/materials are as listed in the Bid Form and described in the Technical Specifications.

ARTICLE 2. CONTRACT TIME

This contract shall run for a period of one year from the date of this contract. Said one-year initial period may be renewed annually for a period of up to six (6) years upon the mutual agreement of both parties.

ARTICLE 3. CONTRACT PRICE

The AUTHORITY shall pay VENDOR for completion of the work in accordance with contract documents in current funds as identified on the Bid form.

ARTICLE 4. PAYMENT PROCEDURES

VENDOR shall submit invoices to the AUTHORITY for chemicals/materials received and delivered to the AUTHORITY. After chemicals/materials are received and accepted, the Vendor shall submit invoices for the delivered chemical/materials. All payments for chemicals/materials and the like delivered under the contract or agreement shall be made by the AUTHORITY in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper invoice, the AUTHORITY shall have the number of days provided in the Local Government Prompt Payment Act in which to make payment.

ARTICLE 5. INTEREST

All monies not paid when due as within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 6. VENDORS'S REPRESENTATIONS

In order to induce the AUTHORITY to enter into this agreement, the VENDOR makes the following representation:

- 6.1 The Vendor has familiarized himself with the nature and extent of the Contract Documents and the specifications for the materials being provided.
- 6.2 The Vendor agrees to deliver the materials ordered in a timely, safe and professional manner.

ARTICLE 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the AUTHORITY and VENDOR concerning the work consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
 - A. General Conditions
 - B. Special Conditions
 - C. Instructions to Bidders
 - D. Specifications
- 7.3 Notice of Award
- 7.4 Specifications bearing the title of this Bid and consisting of all divisions as listed in the Table of Contents thereof.
- 7.5 Addenda numbers 1 to 1, inclusive.
- 7.6 VENDOR'S BID
- 7.7 Documentation submitted by VENDOR prior to Notice of Award
(Pages _____ to _____, inclusive).

There are no contract documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interest in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 8.2 AUTHORITY and VENDOR each binds itself, its partners, successors, assigns and legal representatives to the AUTHORITY party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the AUTHORITY and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4 WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving is rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

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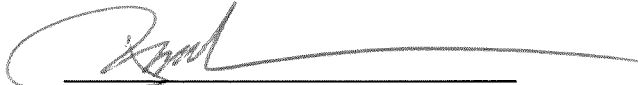
IN WITNESS WHERE OF, the AUTHORITY and VENDOR have signed this Agreement in triplicate. One counterpart each has been delivered to AUTHORITY and VENDOR. All portions of the Contract Documents have been signed or identified by the AUTHORITY and VENDOR.

This Agreement will be effective on March 8, 2020.

AUTHORITY: Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

VENDOR: Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, Florida 33619

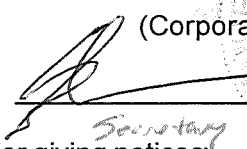
BY: Jeremy D. Johnston, PE, MBA

BY: 
Patrick H. Allman

TITLE: Executive Director

TITLE: President

ATTEST: _____

ATTEST:  (Corporate Seal)

Address of giving notices:

Address for giving notices:

3176 Old Jennings Rd.
Middleburg, Florida 32068

1484 Massaro Blvd.
Tampa, Florida 33619

License No. N/A
of authority agent or service of process

Designated Representative:

Name: Dennis Martin
Title: Wastewater Superintendent
Address: 3176 Old Jennings Rd.
Middleburg, Florida 32068
Phone: 904-213-2435

(IF VENDOR is a corporation, attach evidence of authority to sign).

BID PROPOSAL FORM

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20
 Company: Odyssey Manufacturing Company
 Email: pallman@odysseymanufacturing.com
 City/State/Zip: Tampa, FL 33619
 Telephone No.: 813/635-0339
 Name: Patrick Allman, General Mgr.
 Signature: 
 Position: General Manager
 Email: pallman@odysseymanufacturing.com

Vendor can bid on any, or all, of the chemicals listed below:

Item No.	Description	Unit Type	Unit Price
	Sodium Bisulfite (NaHSO ₃) – 38% Aqueous Solution – Bulk Deliveries	Gallon	\$1.43
	Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries	Gallon	\$5.567

Vendors may submit a Bid for any of the chemicals or any combination of chemicals as provided in the Bid Form. Vendors shall identify "no bid" for those sections or items they do not intend to submit a Bid. The Vendor is signifying a willingness to enter into an agreement with the submission of a Bid on any items or sections alone at the price offered. Vendors offering a Bid on one or more items or sections shall be capable of delivering the quantity and quality of the chemicals requested for the time period stated.

ADDENDUM RECEIPT:

Vendors shall acknowledge below the receipt of all addenda, if any.

ADDENDUM NO. 1 DATED 12/4/20
 ADDENDUM NO. _____ DATED _____
 ADDENDUM NO. _____ DATED _____

COMPANY NAME:

Odyssey Manufacturing Co.

AN INDIVIDUAL:

Business Address: _____

Phone Number: _____

Fax Number: _____

A CORPORATION:

Odyssey Manufacturing Company

(Corporation Name)

(SEAL)

Delaware

(State of Incorporation)

(Signature of Person Authorized to Sign)

(SEAL)

Attest: _____

(Secretary)

Business Address: _____

1484 Massaro Blvd., Tampa, FL. 33619

A JOINT VENTURE:

By: _____

(Business Name)

(Signature)

(Print Name)

(Address)

By: _____

(Business Name)

(Signature)

(Print Name)

(Address)

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

Phone Number: 813/635-0339 Fax Number: 813/630-2589

ODYSSEY
MANUFACTURING CO.

December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS,
CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.



Stephen Sidelko, Secretary

CORPORATE SEAL



Marvin C. Rakes, President

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

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Start Time: 2:00 pm
 Stop Time: 2:09 pm

Specifications	1	2	3	4	5	6	7
Triplicate	No Bid	X	X	X	X		
Proper Bid Form	"	X	X	X	X		
Properly Executed Bid Form	"	X	X	X	X		
W-9(s)	"	X	X	X	X		
Public Entities Crime Statements	"	X	X	X	X		
Sodium Bisulfite (NaHSO3) - 38% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	"	\$1.99	\$1.3682	\$1.395	\$1.43		
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	"	No Bid	No Bid	\$0.578	\$0.567		
Addendum No. 1	No Bid	X	X	X	X		

A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff

Company Name	Representative's Signature
Univar Solutions/SA, Inc., Kent WA	
Southern Tonics, Inc., West Point, MS	
Thatcher Chemical of Florida, DeLand, FL.	
Allied Universal Corporation, Miami, FL.	
Odyssey manufacturing Co., Tampa, FL.	

*The Clay County Utility Authority reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

Amber Ford
 Recording Secretary
Doni Howard DeLoach
Ph

Clay County Utility Authority
 Bid No. 20/21-A5 Project No. 2020-064
 Chemical Supplier
 Date: December 17, 2020

Start Time: 2:00 PM
 Stop Time: 2:09 PM

Specifications	1	2	3	4	5	6	7
Triplicate	No Bid	X	X	X	X		
Proper Bid Form	No Bid	X	X	X	X		
Properly Executed Bid Form	No Bid	X	X	X	X		
W-9(s)	No Bid	X	X	X	X		
Public Entities Crime Statements	No Bid	X	X	X	X		
Sodium Bisulfite (NaHSO3) - 38% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	No Bid	\$1.99	\$1.3682	\$1.395	\$1.43		
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	No Bid	No Bid	No Bid	\$0.578	\$0.567		
Addendum No. 1	No Bid	X	X	X	X		
A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff							
Company Name				Representative's Signature			
1	Univar Solutions USA, Inc.						
2	Southern Ionics, Inc.						
3	Thatcher Chemical of Florida						
4	Allied Universal Corporation						
5	Odyssey Manufacturing Co.						
6							
7							

James Gaudin
 Recording Secretary
John Steward
 Secretary

*The Clay County Utility Authority reserves the right to waive formalities in any Bid, to reject any or all bids with or without cause, and/or to accept the Bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

BID OPENING SIGN IN SHEET

Chemical Supplier

CCUA Bid No. 20/21-A5 Project No. 2020-064

Date: December 17, 2020

Name	Company	Email/Phone Number
Janice Loudermilk	Clay County Utility Authority	jloudermilk@clayutility.org
Jeremy Johnston	Clay County Utility Authority	jjohnston@clayutility.org
Angie Wilson	Clay County Utility Authority	awilson@clayutility.org
Lynn Valentin	Clay County Utility Authority	lvalentin@clayutility.org
Tim Ellis	Clay County Utility Authority	tellis@clayutility.org
Alicia Baker	Clay County Utility Authority	abaker@clayutility.org
Lori Stewart	Clay County Utility Authority	lstewart@clayutility.org

“NOTICE OF INTENT TO AWARD”

January 19, 2021

“Notice of Intent to Award” is hereby posted to notify all those concerned about the following bid:

Clay County Utility Authority

Bid No. 20/21-A5

Chemical Supplier

It is the intent of the Clay County Utility Authority to award the above to:

Company Name	Chemical Name/Specifications	Unit Cost
Thatcher Chemical of Florida	Sodium Bisulfite (NaHSO ₃)-38% Aqueous Solution (Bulk Deliveries) Price Per Gallon	\$1.37
Odyssey Manufacturing Co.	Sodium Hypochlorite (NaOCl)-12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	\$0.57

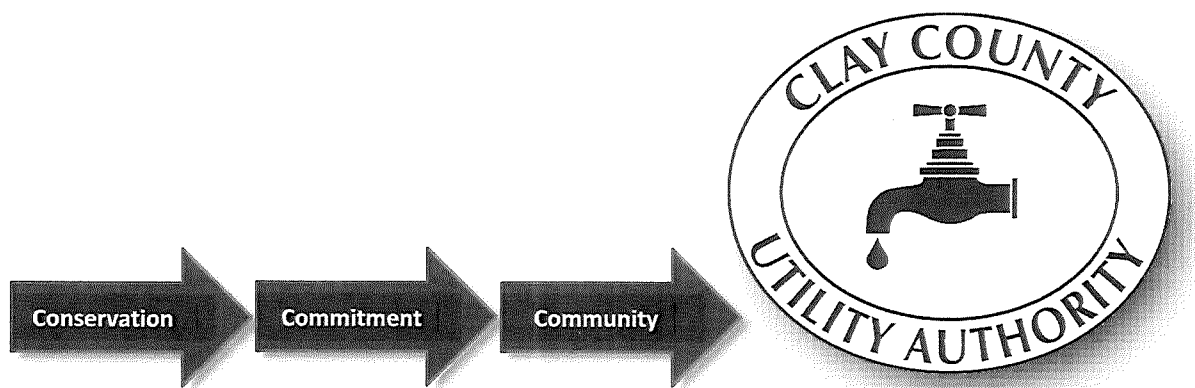
“Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes, and under the adopted policies of the AUTHORITY for bid protests.”

01-21-21 08:18 IN

Request for Bids:

Bid No. 20-21-A5

Chemical Supplier



Bids will be received until 2:00 p.m. (Eastern Time Zone) December 17, 2020, at Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, FL 32068

Clay County Utility Authority
3176 Old Jennings Road
Middleburg, FL 32068

p. 904.272.5999

www.clayutility.org

Prepared by: Wastewater Department

Original: October 29, 2020

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Chemical Supplier

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CLAY COUNTY UTILITY AUTHORITY
CHEMICAL SUPPLIER
Bid No. 20/21-A5

INTRODUCTION

1. INVITATION:

The Clay County Utility Authority (CCUA or the "Authority") intends the purpose of this Invitation to Bid (ITB) is to obtain competitive Bids for the purchase of various chemicals for the treatment of water and wastewater. Interested Vendors may obtain a complete set of Invitation to Bid documents posted on the Authority's website at www.clayutility.org/projects/procurement.aspx. Interested Vendors shall take on the responsibility to obtain all pertinent information and to monitor this site for any changing information prior to submitting.

2. TIMELINE:

The Authority provided below a list of critical dates and actions. The Authority may change the dates provided below. The Authority shall post notice of changes (Addenda) on the Authority's website at www.clayutility.org/projects/procurement.aspx.

ACTION/LOCATION	DATE	LOCAL TIME
ADVERTISEMENT DATE	Nov. 15, 2020	
DEADLINE FOR ALL QUESTIONS	Nov. 27, 2020	12:00 P.M.
QUESTIONS AND ANSWERS POSTED	Dec. 4, 2020	5:00 P.M.
BIDS DUE (on or before) Clay County Utility Authority Wastewater Department Attention: Dennis Martin 3176 Old Jennings Road Middleburg, Florida 32068-3907	Dec. 17, 2020	2:00 P.M.
PUBLIC OPENING OF BIDS RECEIVED (same address as listed above)	Dec. 17, 2020	2:00 P.M.
POSTING OF INTENDED DECISION/AWARD	Jan. 19, 2021	After BOS Meeting

3. BID OPENING AGENDA:

The Authority will open sealed bids at the date, time and location specified in the Timeline. All Bid openings are open to the public.

4. SPECIAL ACCOMMODATIONS:

The Authority encourages any person with a qualified disability requiring special accommodations at a Pre-Bid conference, public meetings, and/or Bid opening to notify the designated contact at the phone number, e- mail address or fax number provided on the title page at least five (5) business days prior to the event.

INSTRUCTIONS TO BIDDERS

1. PUBLIC ENTITY CRIME STATEMENT

The Authority requires all vendors to submit a Sworn statement pursuant to section 287.133(3)(a), Florida statutes, on public entity crimes with their Bid.

2. W-9 REQUIREMENT

The Authority requires all Vendors that do business with the Authority to submit an accurately completed W-9 form with their Bid.

3. QUESTIONS AND ANSWERS

Respondents to this solicitation or persons acting on their behalf may only contact Employees of the Authority in writing and in accordance with the solicitation documents provided. Responding Vendors or persons acting on their behalf are prohibited in contacting Authority Employees between the release of the solicitation and the end of the 72-hour period following the Authority posting the notice of intended award, excluding Saturdays, Sundays, and state holidays. The Authority will use violations of this provision as grounds for rejecting a response.

Responding Vendors must submit any questions arising from this ITB, in writing, to the Authority's address identified below. The Authority must receive questions no later than the time and date reflected on the Timeline. The Authority will post written responses to written inquiries submitted timely by responding Vendors on the Authority's website at www.clayutility.org/projects/procurement.aspx. Go to the "Projects/Procurement" section in the menu located at the top left corner of the page. Responding Vendors shall take responsibility to monitor this site for any changing information prior to submitting their Bids.

Responding Vendors shall submit ALL QUESTIONS in writing to: 2021a5@clayutility.org.

4. ORAL INSTRUCTIONS AND CHANGES TO THE INVITATION TO BID (ADDENDA)

A responding Vendor shall not initiate or execute negotiations, decisions, or actions resulting from any oral communication with an Authority employee. The Authority considers only those communications which are in writing from the Authority as a duly authorized expression on behalf of the Authority.

The Authority will post notices of changes (Addenda) on the Authority's website at www.clayutility.org/projects/procurement.aspx. Responding Vendors shall take responsibility to monitor this site for any changing information prior to submitting their Bid. Responding Vendors shall acknowledge Addenda by signature and subsequent submission with Bid when so stated. The Authority will consider failure to acknowledge Addenda as grounds to reject the submitted bid.

5. DIVERSITY ACHIEVEMENT

The Authority will affirmatively ensure that, in any agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit Bids in response to this invitation. The Authority will not discriminate based on race, color, national origin, or sex in consideration for an award.

The Authority encourages the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. The Authority, its Vendors, suppliers, and sub-vendors should take all necessary and reasonable steps to ensure that small, minority, and service-disabled veteran businesses have the opportunity to compete for and perform work for the Authority in a nondiscriminatory environment.

6. PRICES/DELIVERY

The responding Vendors shall submit firm, net, delivered prices, F.O.B. destination.

7. INTENDED AWARD

The Authority's Board of Supervisors reserves the right to make decisions to award as in the best interest of the Authority. The Authority's Board of Supervisors may award individual item(s), group of items, all or none, or a combination thereof. The Authority's Board of Supervisors may award on a geographical district basis and/or a statewide basis with one or more suppliers. The Authority's Board of Supervisors may reject any or all bids. The Authority's Board of Supervisors may waive any minor irregularity or technicality in bids received.

The Authority intends this ITB to be a competition to award chemical supplier contracts to the lowest responsive bidder(s). The Authority will not evaluate the bids beyond the submitted bid pricing and the required bid documents. The Authority cautions all responding Vendors to make no assumptions unless their bid has been evaluated as being responsive.

The Authority intends all award(s) of this ITB shall conform to applicable Florida Statutes. In the event the Authority is confronted with identical pricing or scoring from multiple Vendors, the Authority shall determine the order of awards in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8. PRE-BID CONFERENCE

The Authority will not hold a pre-bid conference.

9. PRODUCT REQUIREMENT/SPECIFICATIONS

The responding Vendor shall clearly indicate any deviation(s) from specifications indicated. The Authority shall consider the items offered are in strict compliance with these specifications, and successful Bidder will be held responsible, therefore. The responding Vendor shall explain Deviations in detail on separate attached sheet(s).

10. ACCEPTANCE

The Vendor must provide a reasonable opportunity to inspect and accept material being delivered. The Authority shall not accept or receive all items listed in the specifications, delivered to the Authority not meeting specifications or found to be poorly manufactured (deficient). The Authority shall return to the Vendor, at their expense, all material not meeting specifications or deficient material. The Vendor shall replace all items found defective without cost to the Authority, including transportation, if applicable.

11. CERTIFICATION OF VENDOR'S FACILITIES, CAPABILITIES, AND REGULATORY COMPLIANCE

The responding Vendors shall certify with their submitted bids, their companies are fully capable of supplying and delivering the quantity and quality of the chemicals to the Authority. The Authority will rely on the stated capabilities of the responding Vendors. In addition, the responding Vendor shall certify compliance with applicable jurisdictional agency regulations. The Authority provided a list below of the jurisdictional agencies the responding Vendor should certify regulatory compliance. If the Vendor awarded the chemical supplier contract fails to supply and deliver the chemicals specified and requested, the Authority shall declare a breach of contract and seek a remedy under the agreed upon contract.

List of Jurisdictional Agency Regulatory Compliance:

- Environmental Protection Agency (EPA)
- Florida Department of Environmental Protection (FDEP)
- Florida Department of Transportation (FDOT)
- Occupational Safety and Health Administration (OSHA)

12. PROTEST OF INVITATION TO BID

Any responding Vendor adversely affected during the ITB solicitation process may file a Notice of Protest, including all particulars of facts and laws on which the protest is based. This notice must be in writing and addressed to Clay County Utility Authority, Attention: Executive Director of the Authority and the Recording Secretary as the Clerk of the Authority, 3176 Old Jennings Road, Middleburg, Florida 32068. A Notice of Protest may be filed within 72 hours of any action taken by the Authority's Board of Supervisors. The responding Vendor shall remain solely responsible to remain aware of the date and time any scheduled action is taken by the Authority's Board of Supervisors. The Authority shall acknowledge receipt of a protest by a certified letter. The Authority shall provide the protesting Vendor the administrative procedures with a certified letter.

Failure to file a protest within the time prescribed herein, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

13. UNAUTHORIZED ALIENS

The Authority considers the employment of unauthorized aliens by any a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, The Authority will consider such violation a breach of contract and shall be cause for unilateral termination of the Agreement.

14. RESERVATIONS

The Authority reserves the right to accept or reject any or all Bids received. Additionally, the Authority reserves the right to accept or make an award without further discussion of the Bids submitted. Therefore, the responding Vendors should make sure that the Bid package submitted is complete, accurate, responsive, and submitted to ensure delivery on or before the Bid opening time and date specified in this solicitation. All responding Vendors shall understand that the submitted Bids will become a part of the Authority's official file, without obligation to the Authority.

15. ADDITIONAL TERMS AND CONDITIONS

Responding Vendors shall not apply conditions to any aspect of the ITB. The Authority may reject a submitted bid if any conditions are placed on any aspect of the Bid documents by the responding Vendor (see "RESPONSIVENESS OF BIDS"). Responding Vendors shall not write in changes on any ITB sheet. The Authority shall only recognize changes to the ITB prior to Bid opening by a written Addenda.

16. RESPONSIVENESS OF BIDS

The Authority shall not consider Bids if the bids are received after the date and time specified as the due date for submission. Responding Vendors shall submit Bids that are typed or printed in ink. The Authority shall consider a responsive Bid an offer to provide the items specified in this ITB in accordance with all requirements of the ITB. The Authority will not consider Bids found to be non-responsive. The Authority may reject Bids if found to be irregular or not in conformance with the specifications, invitation, and instructions herein contained. The Authority may find a Bid to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete the prescribed forms, modifying the Bid

specifications, submitting conditional Bids, incomplete Bids, submitting indefinite or ambiguous Bids, or executing forms or the Bid sheet with improper and/or undated signatures. The Authority reserves the right to consider other conditions which may cause rejection of the Bids including, evidence of collusion among Vendors, obvious lack of experience or expertise to provide the required items, and failure to perform or meet financial or performance obligations on previous agreements.

17. REQUIRED DOCUMENTS

Responding Vendors shall use the attached Bid Price Proposal Form. An authorized representative of a responding Vendor shall sign and date, in ink, the Bid Price Proposal Form to contractually bind the responding Vendor. The responding Vendors shall submit all Bid proposal forms, and other documentation must be executed and submitted in a sealed envelope. *The responding Vendor shall indicate the Bid number, with the time and date of the Bid opening on the envelope used to submit the Bid.*

18. INSURANCE

Responding Vendors shall refer to General Conditions included herein. The responding Vendor with the apparent lowest bid shall submit Certificates of Insurance to the Authority within 15 business days after Notice of Intent to Award.

19. COPYRIGHTED MATERIAL

The Authority will only accept copyrighted material if accompanied by a waiver that will allow the Authority to make paper and electronic copies necessary for the use of Authority staff. All responding Vendors shall note copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, responding Vendors shall expect such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

20. ATTACHMENT TO ITB SUBMITTAL – CONFIDENTIAL MATERIAL

Responding Vendors shall clearly identify any material(s) they assert to be exempt from public disclosure under Chapter 119, Florida Statutes. The responding Vendor shall provide exempted material in a separate bound document labeled "Attachment to Invitation to Bid, Bid Number (##/##-##) Confidential Material". The responding Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. If a responding Vendor does not clearly identify and places confidential material elsewhere in the submitted bid, the Authority will consider any claim of confidentiality on materials waived by the responding Vendor upon submission, effective after opening.

21. CONFLICT OF INTEREST

The responding Vendor represents that to the best of their knowledge and belief they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The responding Vendor further agrees that no person having any such interest shall be employed or engaged by the Vendor for said performance. If the Vendor, for themselves and on behalf of their sub-vendors, are about to engage in representing another client, which they in good faith believe could result in a conflict of interest with the work being performed by the Vendor or such sub-vendor under this Agreement, then they will promptly bring such conflict of interest to the Authority's attention, in writing. The Authority will advise the Vendor, in writing, within ten (10) business days if such a conflict of interest exists. If the Authority determines that there is a conflict of Interest, Vendor or such sub-vendor shall decline the representation upon written notice by the Authority. If the Authority determines that there is no such conflict of interest, then the Authority shall give written consent to such representation. If the Vendor or sub-vendor accepts such representation, without obtaining the Authority's prior written consent, and if the Authority

subsequently determines that there is a conflict of interest between such representation and the work being performed by the Vendor or such sub-vendor under this Agreement, then the Vendor or such sub-vendor agrees to promptly terminate such representation. The Vendor shall require each of such sub-vendors to comply with the provisions of this Section. Should the Vendor fail to advise or notify the Authority as provided herein above of representation which could, or does, result in a conflict of interest, or should the Vendor fail to discontinue such representation, the Authority may consider such failure as justifiable cause to terminate this Agreement.

22. CONFIDENTIALITY AND PUBLIC RECORDS COMPLIANCE

The Vendor agrees, during the term of this Agreement, to comply with Chapter 119.071(3), Florida Statutes, and not to divulge, furnish or make available to any third person, firm or organizations hereunder, or in the course of judicial or legislative proceeding where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the Vendor or any sub-vendor(s) or subcontractor(s), pursuant to this Agreement. Subject to the foregoing provisions and law applicable to confidential information, the Vendor will keep and maintain public records required by the Authority, which is a public agency, in order for the Vendor to perform services and the work required by the Scope, and upon request from the Authority's custodian of public records, the Vendor shall provide the Authority 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 119.07, Florida Statutes, or as otherwise provided by law. The Vendor shall require all its employees, sub-vendors(s) and subcontractor(s) to comply with provisions of this paragraph. IF THE Vendor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY'S RECORDS MANAGEMENT ADMINISTRATOR, LYNN VALENTIN, AT (904) 213-2471, LVALENTIN@CLAYUTILITY.ORG, 3176 OLD JENNINGS ROAD, MIDDLEBURG, FLORIDA 32068-3907.

23. SUBMITTAL OF BID (DO NOT FAX OR SEND BY EMAIL)

Sealed Bids in triplicate [one (1) original, two (2) copies] should be mailed or delivered to:

Clay County Utility Authority
Wastewater Department
3176 Old Jennings Road
Middleburg, Florida 32068-3907
Attention: **Dennis Martin**

Responding Vendors shall remain responsible for assuring the Bid is delivered to the proper place on or before the Bid due date and time (See Introduction Section 2 Timeline). Responding Vendors shall ensure Bids are delivered with all required documents within a sealed envelope indicating the Bid number and time and date of the Bid opening written on the outside of the envelope. The Authority will not consider Bids which for any reason that are not so delivered. The Authority will automatically reject *bids submitted by fax and or email*.

24. MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL OF BID

Responding Vendors may modify submitted Bids at any time prior to the Bid due date. Responding Vendors shall submit in writing Requests for modification of a submitted Bid. In addition, the responding Vendor's authorized representative must sign the request for modification of a submitted bid. Upon receipt and acceptance of such request, The Authority will return the entire Bid to the Vendor. The Authority shall only consider the modified bid if the documents are resubmitted by the due date and

time. Vendors may also send a change in a sealed envelope to be opened at the same time as the Bid. Responding Vendors shall ensure the ITB number and opening date and time appear on the envelope of the modified Bid.

25. POSTING OF INTENDED DECISION/AWARD

25.1 General

The Authority will post decisions at the Authority's main office and on the Authority's website at <https://www.clayutility.org/projects/procurement.aspx>. Responding Vendors should navigate to the "Projects/Procurement" section in the menu located at the top left corner of the page.

25.2 Inability to Post

If the Authority is unable to post as defined above, the Authority will notify all responding Vendors by electronic notification or by mail, fax, and/or telephone. The Authority will provide notification of any future posting in a timely manner.

25.3 Request to Withdraw Bid

The Authority will consider requests for withdrawal of a submitted Bid if received, in writing, within 72 hours after the Bid opening time and date. The Authority will grant requests received in accordance with this provision upon proof of the impossibility to perform based upon obvious error on the part of the responding Vendor. Responding Vendors that do not withdraw as stated above will forfeit their bond, if applicable.

26. AWARD OF AGREEMENT

The Authority will evaluate the bids and the award will be made to the lowest responsive, responsible bidder for the Parts or Sections selected by the Authority. The Authority intends to award one or more contracts(s) to the Vendor(s) for the Parts or Sections selected by the Authority in the best interest of the Authority.

27. ATTACHED FORMS

The responding Vendor must complete and submit all required items in triplicate listed below [one (1) original and two (2) copies] as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and subject to rejection of the Bid.

- Bid Proposal Form
- Certification of Vendor's Facilities, Capabilities, and Regulatory Compliance
- Public Entities Crime Statement
- Conflict of Interest
- Public Records Compliance
- W-9

28. TERMS AND CONDITIONS

Responding Vendors shall refer to General and Supplemental Conditions included herein.

29. ORDER OF PRECEDENCE

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

- Technical Specifications
- Bid Proposal Form
- Instruction to Bidders
- General Conditions
- Supplemental Conditions

**STANDARD FORM OF AGREEMENT
BETWEEN THE AUTHORITY AND VENDOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of January in the year 2021 by and between Clay County Utility Authority (hereinafter called AUTHORITY) and _____ (hereinafter called VENDOR), the AUTHORITY and Vendor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1. MATERIALS FURNISHED

VENDOR shall furnish all chemicals/materials specified or indicated in the contract documents on an annual renewable contract basis upon mutual agreement of both parties, not to exceed a maximum of five (5) years. The selection of any Vendor does not obligate the Authority to purchase any chemicals/materials from the Vendor. The annual renewable chemicals/materials are as listed in the Bid Form and described in the Technical Specifications.

ARTICLE 2. CONTRACT TIME

This contract shall run for a period of one year from the date of this contract. Said one-year initial period may be renewed annually for a total period of up to five (5) years upon the written mutual agreement of both parties.

ARTICLE 3. CONTRACT PRICE

The AUTHORITY shall pay VENDOR for completion of the work in accordance with contract documents in current funds as identified on the Bid form.

ARTICLE 4. PAYMENT PROCEDURES

VENDOR shall submit invoices to the AUTHORITY for chemicals/materials received and delivered to the AUTHORITY. After chemicals/materials are received and accepted, the Vendor shall submit invoices for the delivered chemical/materials. All payments for chemicals/materials and the like delivered under the contract or agreement shall be made by the AUTHORITY in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper invoice, the AUTHORITY shall have the number of days provided in the Local Government Prompt Payment Act in which to make payment.

ARTICLE 5. INTEREST

All monies not paid when due as within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 6. VENDORS'S REPRESENTATIONS

To induce the AUTHORITY to enter into this agreement, the VENDOR makes the following representation:

- 6.1** The Vendor has familiarized himself with the nature and extent of the Contract Documents and the specifications for the materials being provided.
- 6.2** The Vendor agrees to deliver the materials ordered in a timely, safe, and professional manner.

ARTICLE 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the AUTHORITY and VENDOR concerning the work consist of the following:

- 7.1** This Agreement
- 7.2** Exhibits to this Agreement
 - A. General Conditions
 - B. Special Conditions
 - C. Instructions to Bidders
 - D. Specifications
- 7.3** Notice of Award
- 7.4** Specifications bearing the title of this Bid and consisting of all divisions as listed in the Table of Contents thereof.
- 7.5** Addenda numbers _____ to _____, inclusive.
- 7.6** VENDOR'S BID
- 7.7** Documentation submitted by VENDOR prior to Notice of Award
(Pages _____ to _____, inclusive).

There are no contract documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

- 8.1** No assignment by a party hereto of any rights under or interest in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

- 8.2** The AUTHORITY and VENDOR each binds itself, its partners, successors, assigns and legal representatives to the AUTHORITY party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 8.3** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the AUTHORITY and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4** WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

This portion of the page left intentionally blank.

IN WITNESS WHERE OF, the AUTHORITY and VENDOR have signed this Agreement in triplicate. One counterpart each has been delivered to the AUTHORITY and VENDOR. All portions of the Contract Documents have been signed or identified by the AUTHORITY and VENDOR.

This Agreement will be effective on XXXXXXXX __, 2020.

AUTHORITY: Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

VENDOR: _____

BY: _____
Jeremy D. Johnston, PE, MBA
Title: Executive Director

BY: _____
Title: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address of giving notices:

3176 Old Jennings Road
Middleburg, Florida 32068

Address for giving notices:

License No.
of authority agent or service of process

Designated Representative:

Name:
Title:
Address:

(IF VENDOR is a corporation, attach
evidence of authority to sign).

Phone:

GENERAL CONDITIONS

1. Any other provisions of the Agreement herein so called is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the Authority than this Agreement then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Vendor" means the vendor, contractor or other party in the contract or agreement providing materials, labor, services, commodities, merchandise, supplies, resources, and/or equipment to the Authority thereunder; the term "Utility", "Authority", "CCUA", "Customer", "Client", or any variation thereof means Clay Authority Utility Authority, a political subdivision of the State of Florida, or any other name or label set forth in the contract or agreement identifying such entity).
2. All payments for services rendered, labor, supplies, materials, supplies, merchandise, resources, chemicals, commodities, or equipment and the like constructed, delivered or installed under the contract or agreement (the "Work") shall be made by the Authority in accordance with the Local Government Prompt Payment Act (the "Act"). Upon receipt of a proper statement, invoice or draw request the Authority shall have the number of days provided in the Act in which to make payment.
3. Any work or services subcontracted for by the Vendor for which the Authority has agreed to reimburse the Vendor shall not be marked- up but shall be payable by the Authority only in the exact amount reasonably incurred by the Vendor. No other such subcontracted services shall be reimbursed.
4. The Vendor agrees to obtain and maintain throughout the period this contract or agreement is in effect, all such licenses as are required to do business in the State of Florida.
5. The Authority shall not be liable to reimburse the Vendor for any courier service, telephone, facsimile or postage charges incurred by the Vendor.
6. The Vendor shall indemnify and hold harmless the Authority, and the Authority's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this contract or agreement. All indemnification provisions contained this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. All indemnification provisions of this Agreement, relating to Indemnification shall survive the term of this Agreement, and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is earlier terminated earlier pursuant to the provisions of this Agreement. With respect to any indemnification by the Authority provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the Authority's sovereign immunity.
7. Bonds: When applicable the Vendor must furnish the bonds indicated above, made out to Clay County Utility Authority, prepared on the approved form(s), as security for the faithful execution of this agreement within ten (10) business days of its notification that the bid has been accepted. The surety company shall be licensed and authorized to do business in the State of Florida. Attorneys in fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The Vendor, upon failure or refusal to furnish all the required bonds within ten (10) business days after its notification, will pay the Authority, as liquidated damages any bid bond or security deposit for such failure or refusal, and shall be grounds for rejection and/or termination of the bid or agreement.
8. "Or equal" interpretation: The use of a specific manufacture's name or brand within the solicitation, specifications, or agreement, shall include other brands or other products of another manufacturer's unless noted otherwise. On all such bids, the Vendor shall clearly indicate the product (brand and model number) on which its bidding and will supply a sample or sufficient data in detail to enable a comparison to be made with the particular brand or manufacturer specified or indicated. The Vendor shall attach catalog cuts and technical descriptive data to the original copy of the bid where applicable. Failure to submit sufficient information to prove equal or better performance than particular brand or manufacturer specified or indicated may be grounds for rejection of the bid.
9. Deviations: The Vendor must note, in detail, all deviations, in writing, at the time of submission of the formal bid. The absence of a written list of deviations at the time of the submitted bid will hold the Vendor strictly accountable to the Authority to the solicitation, agreement, and specifications. Any deviations from the solicitation, specifications, or agreement not previously agreed by both parties in writing shall be grounds for rejection of the material and/or equipment when delivered.

10. Prompt Payment to Subcontractors and Suppliers: The Vendor, as a condition precedent to payments to the Vendor, shall provide to the Authority, with its requisition for invoice, documentation that sufficiently demonstrates that the Vendor has made proper payments (less proper retainage) to its hired subcontractors and suppliers within fifteen (15) calendar days after the Vendor's receipt of payment from the Authority. The Vendor shall not unreasonably withhold payments to subcontractors and suppliers if such payments have been made to the Vendor. If the Vendor withholds payment to its subcontractors and suppliers, which payment has been made by the Authority to the Vendor, the Vendor shall return said payment to the Authority. The Vendor's failure to pay undisputed amounts to the subcontractors and suppliers within thirty (30) business days, after the Vendor receives payment from the Authority, shall be a breach of this agreement and may result in termination of this agreement in the discretion of the Authority.
11. The Vendor shall obtain and maintain the following insurance coverage, except Professional Liability insurance when not applicable, during the term of this Agreement and present a certificate verifying the same:

<u>Insurance:</u>	<u>Minimum Limits:</u>
General Liability	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damage to rented premises	\$1,000,000.00
Medical Expense (Any one person)	\$10,000.00.00
Personal and Advertising Injury	\$1,000,000.00
General Aggregate	\$1,000,000.00
Products and Completed Operations Aggregate	\$1,000,000.00
Automobile (hired, non-owned, and owned vehicles)	\$1,000,000.00
Combined single limit	\$1,000,000.00
Workers Compensation	\$1,000,000.00
	(Per Statutory limits in compliance with State and Federal Laws)
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Professional Liability (Error and Omissions)	\$1,000,000.00
Per claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00
Environmental Impairment Liability Insurance:	
sudden and accidental occurrences	\$1,000,000.00
non-sudden occurrences	\$1,000,000.00
Environmental Pollution Liability	
Bodily injury, Property Damage and Cleanup cost.	
Each Occurrence	\$1,000,000.00
Annual Aggregate	\$1,000,000.00

Vendors shall include Professional Liability insurance when the Scope or Agreement contains professional services. The Vendor shall procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Authority. **Note: The Authority shall be designated as an Additional Insured on the General Liability policy. The Authority shall also be listed as a named insurance certificate holder by the successful Vendor prior to beginning work.** (This requirement is excepted for Worker's Compensation Insurance). Such insurance shall be written by an insurer with an A.M. Best Rating of A- or better. The Vendor shall procure and maintain, at its sole expense for the period of design and construction of any project improvements contemplated by the Scope and for a period of no less than three (3) years following substantial completion, insurance of the types and in the minimum amounts stated above. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement. Vendor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the Authority's recourse to any remedy available at law or in equity.

Environmental Pollution Liability Insurance: Shall be maintained by the Vendor for sudden and gradual occurrences arising out of the work being performed by or on behalf of the Vendor under this Contract. Coverage shall include but not be limited to, all hazardous materials identified under said Contract and all materials and substances that are designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. Coverage shall respond to claims for pollution condition resulting in bodily injury and property damage to others and for clean-up costs. The extended claims reporting period

following completion of the contract, shall not be less than thirty-six (36) months. Deductible applicable subject to the written approval of the Authority and shall be the responsibility of the Vendor.

Environmental Impairment Liability Insurance: The Vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences.

12. The Authority and the Vendor agree that this contract or agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of Clay County, Florida without regard to any conflict of law provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Authority and the Vendor arising out of this contract or agreement or the performance of the services shall be brought in a court of competent jurisdiction in Clay County, Florida.
13. In that the Authority is a governmental agency exempt from sales tax, the Authority shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The Authority shall provide proof of its exempt status upon reasonable request.
14. PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF AUTHORITY: In the event of termination of this Agreement at the convenience of the Authority, and not due to the fault of the Vendor, the Authority shall compensate the Vendor only for any materials/chemicals delivered prior to the effective date of termination.
15. PAYMENT WHEN SERVICES ARE SUSPENDED: In the event the Authority suspends the Vendor's services on all or part of the services required to be provided and performed by the Vendor pursuant to this Agreement, the Authority shall compensate the Vendor only for the chemical/materials delivered prior to the effective date of suspension.
16. NON-ENTITLEMENT TO ANTICIPATED FEES: In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: termination; suspension in whole or in part; and and/or are modified the Vendor shall not be entitled to receive compensation for anticipated fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.
17. TERMINATION AND SUSPENSION: The Authority or the Vendor may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the other in writing. In the event of termination. This Agreement shall be terminated, with twenty-four (24) hour notice to the Vendor in the event that funds become unavailable to the Authority for any reason whatsoever. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time or during any of the Vendor's performance of the Agreement(s) proposed hereunder, permanently or temporarily, by action of the Authority.
18. INDEPENDENT CONTRACTOR: Vendor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the Authority. Vendor agrees that it is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all local, state, and federal laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on the Vendor as a result of its status as an independent contractor. Vendor is responsible for providing the office space and administrative support necessary for the performance of services under this Agreement. The Authority shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Vendor or any employee of Vendor.
19. PROPERTY DAMAGE: The Vendor agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Authority, any property damage arising out of, or caused by, the willful or intentional misconduct or negligent acts of the Vendor or its subconsultants and/or subcontractors. The Vendor's obligation under this subsection does not apply to property damage caused in whole or in part by any other vendor or contractor engaged directly by the Authority. The Authority reserves the right, should the Vendor fail to make such repairs and/or replacement within a reasonable period of time, to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Vendor's compensation fund or by the Vendor reimbursing the Authority directly for all such costs and expenses.
20. TRUTH IN NEGOTIATION CERTIFICATE: The Vendor understands and agrees that execution of this Agreement by the Vendor shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, the Vendor hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further the Vendor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the Authority determines the Compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement, Scope, or Supplemental Agreement(s).
21. AMENDMENTS: This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

22. The Vendor shall not have employed or retained any company or person, other than an employee working solely for the Vendor, to solicit or secure this contract or agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than an employee working for the Vendor, any fee, commission percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this contract or agreement. For the breach or violation of these provisions, the Authority shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such a fee, commission, percentage, gift or consideration.
23. Review, approval, or acceptance by the Authority of the Work furnished by the Vendor, or any subcontractors(s) engaged by the Vendor, shall not in any way relieve Vendor of responsibility for the adequacy, completeness and accuracy the Work or any and all of its subcontractor(s) engaged by the Vendor to provide and perform the Work in connection with this contract or agreement. Neither the Authority's review, approval or acceptance of, nor payment for, any of the Vendor's Work shall be construed to operate as a waiver of any of the Authority's rights under this contract or agreement, or any cause of action it may have arising out of the performance of this contract or agreement.
24. In an effort to resolve any conflicts that arise during or relate to the Vendor's performance of the contract or agreement, the Authority and the Vendor agree that all disputes between them arising out of or relating to this contract or agreement shall be submitted to nonbinding mediation. The Vendor further agrees to include a similar mediation provision in all agreements with subcontractors retained by the Vendor for this contract or agreement, and to require all subcontractors also to include a similar mediation provision in all agreements with its subcontractors, suppliers, vendors and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The Authority shall not be bound by any provision requiring binding arbitration or binding mediation of disputes. If a dispute arises either party shall follow the following provisions: provide written explanation of the dispute a minimum 30 days' notice to the other party prior to mediation, the mediator shall be a member of the National Academy of Distinguished Neutrals ("NADN"), if an impasse is reached there shall be a sixty (60) day cooling off period required, a minimum 30 days written notice shall be provided to the other party prior to filing suit in any court after the cooling off period.
25. Neither party to this contract or agreement shall transfer, sublet or assign any rights or duties under or interest in this contract or agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting, normally contemplated by the Vendor as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
26. In any action involving the enforcement or interpretation of this contract or agreement, each party, whether the Authority or the Vendor, shall be responsible for its own respective attorneys' fees and costs.
27. The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights. Oral modification or rescission of this contract or agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.
28. The parties' remedies shall survive the termination of this contract or agreement.
29. In the event any of the provisions of this contract or agreement should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
30. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent written agreement of the parties.
31. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, no transportation surcharges shall apply, and no policies of the Vendor available on the Vendor's website or retained in the Vendor's office are incorporated by reference nor shall be deemed to be part of the contract or agreement, unless the same is attached to the contract or agreement, and separately signed by the duly authorized signor for the Authority.
32. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the Authority's entry into the contract or agreement with Vendor does not give Vendor any preferential status, "most favored nations" status, nor right of first refusal to any renewal or for any other contract or agreement to provide other goods and/or services to the Authority.
33. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, this contract or agreement may be amended only by written instrument specifically referring to this contract or agreement and executed with the same formalities as this contract or agreement.

34. Any pre-printed provisions of this Agreement, the contract or agreement to the contrary notwithstanding, the Authority, by written notice to Vendor, may terminate the contract or agreement in whole or in part when the Authority determines in the Authority's sole discretion that it is in the Authority's interest to do so. Vendor shall not furnish any product, goods, or services after it receives the notice of termination from the Authority, except as necessary to complete the continued portion of the contract or agreement, if any. Vendor shall not be entitled to recover any cancellation charges or lost profits in the event of such termination by the Authority. Vendor shall be entitled to reimbursement for Vendor's costs, charges or fees incurred or expended pursuant to the contract or agreement, but not yet reimbursed or compensated by the Authority, up until the date of termination.
35. The Authority's performance of this contract or agreement shall be contingent upon and subject to the existence of lawfully appropriated public funds for each fiscal year (i.e., October 1 through and including the next following September 30) of the Authority.

SUPPLEMENTAL CONDITIONS

Article 1 - COMMERCIAL CONDITIONS

1. **Term:** The initial term of the contract for each of the chemicals shall be for one (1) year ("Initial Term") with up to four (4) one-year renewal periods for a total contract period of five (5) years. Each of the renewal periods is subject to mutual agreement and approval by both the AUTHORITY and the Vendor.
2. **Pricing:** All pricing shall be in terms of a price per gallon, price per pound, or price per container as indicated for each of the chemicals (freight prepaid F.O.B. Destination to each of the AUTHORITY's facilities). The price of the chemical shall be fixed for the Initial Term of this agreement and shall not be subject to any price escalation or fuel surcharges (the "Base Price"). If the parties agree to renew the agreement, the AUTHORITY may consider a price increase in either of the renewal years based on verifiable changes in the marketplace.

Article 2 - DELIVERY REQUIREMENTS

1. The sodium hypochlorite Vendor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary to prevent the AUTHORITY from running out of that particular chemical in less than 24 hours. The AUTHORITY shall endeavor to minimize the number of "emergency" deliveries. Emergency deliveries shall be made at no additional charge.
2. Other than sodium hypochlorite, the Vendor shall make "normal" deliveries within five (5) working days after receipt of order and must make "emergency" deliveries of some quantity within 48 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the AUTHORITY from running out of that particular chemical in less than 48 hours. The AUTHORITY shall endeavor to minimize the number of "emergency" deliveries. Emergency deliveries shall be made at no additional charge.
3. All deliveries of chemicals shall be freight prepaid, F.O.B. Destination to each the AUTHORITY facility.
4. Delivery time of day shall be arranged upon placement of order and shall be Monday through Friday, between the hours of 7:00 a.m. and 3:30 p.m. Requests to deviate from this schedule must be confirmed with the AUTHORITY 48 hours prior to the scheduled delivery and must conform to the delivery conditions set forth in these specifications. Deliveries made to unmanned facilities must be coordinated with the AUTHORITY so driver can gain access to the facility.
5. All bulk deliveries shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.
6. Packaging and shipment of all chemicals shall conform to all current regulations of the State of Florida, the United States Department of Transportation, and all other applicable regulatory agencies.
7. All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities.
8. The AUTHORITY reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.
9. The Vendor shall be responsible for pumping all bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the chemicals into designated storage tanks. Vendor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

10. The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery, personnel's constant inspection and observation of unloading operations, and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The AUTHORITY reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
11. The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be supplied by the Vendor and shall be clean and free from contaminating material. The AUTHORITY may reject a load if the equipment is not properly cleaned. Vendor shall furnish the AUTHORITY an approved, leak-free connection device between its trailer or tanks and the AUTHORITY's intake receptacle.
12. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the AUTHORITY will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Vendor and deducted from the amount due to the Vendor. If the AUTHORITY's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.
13. For deliveries requiring a forklift or liftgate, Vendor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with all applicable OSHA regulations on the safe operation of the forklift or liftgate.
14. Because of escalated security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Vendor's drivers shall display their drivers' licenses, whenever requested by the AUTHORITY during the delivery. In addition, Vendor shall supply the AUTHORITY with a "CD" of digital photographs of all its delivery drivers including names, social security numbers, and birthdates. Vendor shall send out an updated CD within 24 hours of any changes to its drivers and notify AUTHORITY 24 hours in advance of who will be delivering the chemicals. The AUTHORITY shall use the CD to verify whether driver is an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to the AUTHORITY shall result in possible rejection of delivery and subsequent termination of the Vendor's supply agreement.
15. Delivery shipments which fail to meet any of the requirements of the Specification will be rejected. In the event that a delivery shipment is rejected, upon notification to the Vendor that the shipment is rejected, Vendor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time will constitute failure to comply with the delivery requirements set forth in this document.

Article 3 - DELIVERY LOCATIONS

1. Delivery sites and quantities are subject to deletions or additions as necessary to meet the water and wastewater treatment demands of the AUTHORITY.
2. Split deliveries to multiple locations will be coordinated and accepted by the AUTHORITY, when possible, to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery. However, Bidder should note the minimum delivery requirement for each item and be prepared to deliver this quantity when required, at no additional cost.
3. The annual chemical usages are estimates only and the AUTHORITY shall not be bound by these amounts in its contract with Vendor.
4. Delivery Locations: See *Appendix A*

Article 4 - QUALITY ASSURANCE, SAFETY AND TRAINING

1. **Sampling and Testing Prior to Unloading:** The Vendor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of the AUTHORITY, the Vendor's delivery personnel (driver) may be asked to provide a sample of the chemical that it is delivering before the shipment is unloaded. The AUTHORITY will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the AUTHORITY. The sample shall be considered representative of the lot. The AUTHORITY reserves the right to subject samples of the chemical to quick analyses to ensure that it meets basic conditions of the Specification with respect to specific gravity and for sodium hypochlorite (weight percent, impurities, sodium hydroxide and suspended solids). Any lot tested by the AUTHORITY that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for any chemical that is rejected. The Vendor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, the AUTHORITY shall allow the Vendor to unload the shipment. In the event that the load is rejected, the Vendor shall have four (4) hours to supply another shipment. In the event that the Vendor is unable or unwilling to supply another shipment within this time period, the AUTHORITY has the right to procure a shipment from another source. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Vendor's supply contract with the AUTHORITY.
2. **Sampling and Testing of Shipment after Unloading:** The AUTHORITY reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification. Three failures during any period of this contract shall constitute automatic termination of the Vendor's supply contract with the AUTHORITY.
3. **Certified Analysis:** Vendor shall supply an affidavit, signed by a corporate designated official, certifying that the chemical furnished by the Vendor, complies with all applicable requirements of this Specification.
4. **Manufacturer's Laboratory Delivery Reports:** A certified report from the manufacturer shall be submitted for each chemical delivery to the AUTHORITY. Additionally, the sodium hypochlorite report shall contain the following data:

Date and Time of Manufacture
Percent by Weight Sodium Hypochlorite
Percent by Weight Excess Sodium Hydroxide
Specific Gravity (Referenced to a temperature)
Suspended Solids Test Time

No deliveries will be accepted by the AUTHORITY unless accompanied by said certified laboratory report for the specific batch of chemical delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between the AUTHORITY and the Vendor.

5. **Quarterly Reports for Sodium Hypochlorite** - At the start of the contract and thereafter each quarter, the AUTHORITY shall utilize one of the approved testing agencies listed in this Specification to analyze a sample of the liquid sodium hypochlorite delivered to the AUTHORITY. The Vendor shall supply the sample container and the driver shall collect the sample from the tank truck. This sample will be given to the AUTHORITY at the time of the sample and the AUTHORITY shall "chill the sample" and then forward it to the approved authorized testing agency. Any failure to comply with the Specification shall constitute grounds for cancellation of the contract between the AUTHORITY and the Vendor. The cost of such testing shall be paid by the Vendor and this cost should be included in the Vendor's bid price.
 - a. **Sodium Hypochlorite Tank Cleanings** - At any time during the performance of this Agreement, if the AUTHORITY has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Vendor shall cleanout the tank at no charge to the AUTHORITY within seven (7) days, unless such

timeframe is extended by the AUTHORITY. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant, and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Vendor shall submit a procedure to the AUTHORITY for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the AUTHORITY. When the tank has been properly cleaned, the Vendor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the AUTHORITY. Failure of the Vendor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the AUTHORITY) shall be cause for immediate termination of the sodium hypochlorite supply agreement between the AUTHORITY and the Vendor.

Article 5 - OCCUPATIONAL HEALTH AND SAFETY

- 1. Vendor Safety Requirements** - Vendor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Vendor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Vendor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Vendor delivery personnel to contain leaks and to report any and all spills.

- 2. Material Safety Data Sheets** - In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Vendor, must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
- The potential for fire, explosion, corrosivity and reactivity;
- The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance;
- The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center, Circle West
Tallahassee, Florida 32301-5014
Phone: 800/367-4378

3. **Emergency Plan of Action and Safety Training** - Within 30 days of award and acceptance of the contract for the supply of any chemical, the Vendor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the AUTHORITY to follow in case an emergency supply of chemicals are needed. The Vendor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply any chemical listed hereunder. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Vendor.

This section in no way relieves the Vendor of his responsibility to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "after event" cleanup efforts. Should a spill or leak occur, caused by Vendor's personnel, equipment or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Vendor caused spills or releases shall be the sole responsibility of the Vendor. The Vendor shall indemnify and hold the AUTHORITY harmless for any failure to properly report and /or comply with this provision. In addition, the Vendor shall bear all expenses of spills, unless caused by the sole negligence of the AUTHORITY.

4. **Safe Handling Training** - The Vendor shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current Authority operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Vendor shall provide this assistance at no charge to the AUTHORITY.
5. **Technical Assistance** - The Vendor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludges produced by the application of its chemical in the water treatment or wastewater treatment process. The Vendor shall provide this assistance at no charge to the Authority.

Article 6 - TERMINATION

In addition to the various statements in this Specification stating the grounds for automatic termination of the Vendor's contract to a specified chemical, and in addition to any other remedies, including the right to obtain cover and charge Vendor for the costs of cover. "Cover" is defined as the right of the AUTHORITY to obtain a replacement product from another source in the event that the Vendor is unable to supply product in accordance with the Specification and the Vendor pays the cost difference, if any, between its contracted price and the price the AUTHORITY paid for the replacement product. Vendor's failure to comply with this Specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by the AUTHORITY. These failures, any three of which can result in termination of the contract, include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the chemical provided to meet the Specification at any time, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the Specification, failure to provide drivers with company cell phones, failure to provide licensed drivers listed on the Vendor's CD, failure to provide updated CD's with a driver's list, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any AUTHORITY emergency.

TECHNICAL SPECIFICATIONS

Sodium Bisulfite or Sodium Hydrogen Sulfite (NaHSO₃) – 38% Aqueous Solution

Minimum Delivery: 1,000-gallon bulk delivery

Estimated Annual Usage: 54,764 gallons (Bulk Deliveries)

Special Delivery Requirements: Vendor shall furnish appropriate equipment to offload the tanker to the AUTHORITY's bulk storage tank(s). In the event that the Vendor is unable to deliver the product by tanker within five (5) days of order placement, it shall at its own expense, deliver the bisulfite in either totes or drums and pump the bisulfite into the AUTHORITY's bulk storage tank(s) within this same five (5) day period. In the event that Vendor does not make the delivery within five (5) days, Vendor agrees to reimburse the AUTHORITY the difference between the bulk delivery price and the drum price (see 6.15 below) for the AUTHORITY to hire a third party to fill the bulk storage tanks from 55-gallon drums or 300-gallon totes.

Description: 38% aqueous solution which shall measure 37% to 40% by specific gravity.

Physical Properties: Clear, yellowish liquid with high sulfur smell. Specific gravity is 1.320 (about 11 lbs/gallon).

Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries

Minimum Delivery: 400 gallons

Estimated Annual Usage: 400,000 gallons

Special Delivery Requirements: Bulk Tanker Loads.

Description: All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-04 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform the AUTHORITY that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between the AUTHORITY and Vendor.

Physical Properties: Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

Product shall be a clear straw-colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite. Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide. Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	≤ 20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite. The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

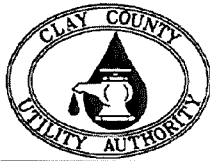
APPENDIX A – Page 1 of 2 WATER TREATMENT PLANTS

No.	LOCATION	Bulk NaOCl
1.	Ridgecrest WTP (1102) 1082 Camp Johnson Rd Orange Park, FL 32065	X 2-2200
2.	Lucy Branch WTP (1103) 2970 Greenridge Rd Orange Park, FL 32065	
3.	Tanglewood WTP (1108) 1476 Gifford Avenue Orange Park, FL 32065	
4.	Meadowbrook WTP (1101) 318 Parkwood Drive Orange Park, FL 32073	X 2-2200
6.	Old Jennings WTP (1113) 3573 Old Jennings Road Middleburg, FL 32068	
7.	Ravines WTP (1115) 2932 Ravines Blvd Middleburg, FL 32068	
8.	Pier Station WTP (1112) 4073 Pier Station East Green Cove Springs, FL 32043	
9.	Meadowlakes WTP (1111) 3236 Bass Court GreenCove Springs, FL 32043	
10.	Orange Park South WTP (1105) 2722-1 Archer Street Orange Park, FL 32065	
11.	Greenwood WTP (1107) 171 Knight Box Road Middleburg, FL 32068	
12.	Fleming Oaks WTP (1104) 6572 Bahaia Green Cove Springs, FL 32043	X 2-2000

No.	LOCATION	Bulk NaOCl
13.	Oakleaf Plantation WTP (1124) 1020-1 Oakleaf Plantation Pkwy Orange Park, FL 32073	X 2-2000
14.	Middleburg High School WTP 2103-1 Blanding Blvd. Middleburg, FL 32068	
15.	Pace Island WTP (1106) 1851 Royal Fern Lane Orange Park, FL 32003	X 3-900
16.	Ridaught Landing WTP (1109) 3020 Chief Ridaught Trail Middleburg, FL 32068	
17.	Keystone Heights Well #3 (1117) 275 Peach Street Keystone Heights, FL 32656	
18.	Keystone Club Estates WTP (1118) 4425 SE 2nd Avenue Keystone Heights, FL 32656	
19.	Postmaster Village WTP (1120) 6511 County Rd. 214 Keystone Heights, FL 32656	X 2-2000
20.	Geneva Lake Estates WTP (1121) 2000 Block of 28th Street Keystone Heights, FL 32656	
21.	Kingsley Cove WTP (1126) 4049 Lake Buena Vista Starke, FL	
22.	Peter's Creek WTP (1123) 3630 Rosemary Hill Rd Green Cove Springs, FL 32043	

APPENDIX A – Page 2 of 2 WASTEWATER TREATMENT PLANTS

No.	LOCATION	Bulk NaHSO₃	Bulk NaOCl
1.	Miller Street WWTP (2201) 1601 Bartlett Avenue Orange Park, FL 32073	X 2-2000	X 4-2000
2.	Fleming Island WWTP (2203) 1770 Radar Rd. Orange Park, FL 32003	X 1-3000	X 2-3000
3.	Ridaught WWTP (2204) 2878-1 Tuscarora Trail Middleburg, FL 32068	X 1-55	X 2-2000
4.	Mid Clay WWTP (2205) 2926-1 Jubilee Lane Green Cove Springs, FL 32043		X 2-3000
5.	Spencer's Crossing WWTP (2206) 3061 Wandering Oaks Dr. Orange Park, FL 32073	X 1-1000	X 1-1000



Clay County Utility Authority
3176 Old Jennings Rd.
Middleburg, Florida 32068-3907
Telephone (904) 272-5999
Facsimile (904) 213-2498

Working together to
protect public health,
conserve our natural
resources, and create
long-term value for
our ratepayers.

ADDENDUM NO. 1

TO THE BID DOCUMENTS

CCUA BID NO. 20/21-A5 Chemical Supplier Request for Bids

CCUA Project No 2020-064

CLAY COUNTY UTILITY AUTHORITY MIDDLEBURG, FLORIDA

December 4, 2020

To All Plan Holders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made part of the Contract documents for the Chemical Supplier Request for Bids as fully and completely as if the same were fully set forth therein:

A. Written Questions received and responses:

- 1. What is the current price of each product?**

Response:

**Sodium BiSulfite (NaNOS3) Bulk Deliveries - \$1.99/Gallon
Sodium Hyochlorite (NaOCL) Bulk Deliveries - \$0.69/Gallon**

- 2. Do you currently receive split load deliveries, i.e. 1,000 to plant A and 2,000 or 3,000 to plant B?**

Response: Yes - Split loads are required to the locations listed in Appendix A of the Bid Documents.

- 3. What is the typical delivery volume? Is this what is specified in Appendix A?**

Response: Typical delivery volumes are a full tanker load, split between the delivery locations listed in Appendix A of the Bid Documents.

4. Please include the bid tab from the previous years bid.

Response: The Chemical Supplier Bids are advertised every 5 to 7 years. The most recent bid tab is attached below.

Clay County Utility Authority
Bid No. 19/20-A15 Project No. 2020-064
Chemical Supplier
Date: August 31, 2020

Start Time: 2:00pm
Stop Time: 2:30pm

Specifications	1	2	3	4	5	6	7
Topicals	X	X	X	X	N/B	X	X
Proper Bid Form	X	X	X	X	N/B	X	X
Properly Executed Bid Form	X	X	X	X	N/B	X	X
W-9(s)	X	X	X	X	N/B	X	X
Public Entities Crime Statement	X	X	X	X	N/B	X	X
Liquid Polymer - Clarifloc 7320, 6242, 1330 Price Per Pound	N/B	N/B	N/B	N/B	N/B	N/B	\$0.97 lb
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per 100# Bag	\$185.00 ea	N/B	\$120.00 ea	N/B	N/B	N/B	N/B
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per Pallet	\$2,445.00 ea (18 ea) = \$185.00 per	N/B	\$2,380.00 ea (18 ea) = \$132.22 per	N/B	N/B	N/B	N/B
Ferrous Sulfate (FeSO ₄ ·7H ₂ O) Aqueous Solution with 10% Iron/Per Gallon	N/B	N/B	N/B	N/B	N/B	N/B	\$0.9448 gal
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	N/B	\$1.89 gal	\$2.3413 gal	\$1.45 gal	N/B	\$1.3987 gal	N/B
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Non-Tanker Deliveries) Price Per Gallon	\$2.85 gal	N/B	\$2.587 gal	N/B	N/B	N/B	N/B
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	N/B	N/B	N/B	\$0.635 gal	N/B	N/B	N/B
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Non-Tanker Deliveries) Price Per Gallon	\$1.25 gal	N/B	N/B	N/B	N/B	N/B	N/B
Addendum No. 1	X	X	X	X	N/B	X	X

A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff

Company Name

Hawkins, Inc.

Southern Ionics Incorporated

Brenntag Mid-South, Inc.

Odyssey Manufacturing Co.

Univar Solutions USA, Inc. - Muni Team

Thatcher Company, Inc.

SNF, Inc. - Polydyne, Inc.

The Clay County Utility Authority reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

Signature of Secretary

Signature of Purchasing Secretary

Clay County Utility Authority
Bid No. 19/20-A15 Project No. 2020-064
Chemical Supplier
Date: August 31, 2020

Start Time: 2:00pm
Stop Time: 2:30pm

Specifications	8	9	10	11	12	13	14
Topicals	X	X					
Proper Bid Form	X	X					
Properly Executed Bid Form	X	X					
W-9(s)	X	X					
Public Entities Crime Statement	X	X					
Liquid Polymer - Clarifloc 7320, 6242, 1330 Price Per Pound	N/B	N/B					
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per 100# Bag	N/B	\$135.00 ea					
Calcium Hypochlorite or HTM (Granular CaOCl ₂) Price Per Pallet	N/B	\$2,160.00 ea (18 ea) = \$120.00 per					
Ferrous Sulfate (FeSO ₄ ·7H ₂ O) Aqueous Solution with 10% Iron/Per Gallon	\$1.16 gal	N/B					
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Bulk Deliveries) Price Per Gallon	N/B	\$1.37 gal					
Sodium Bisulfite (NaHSO ₃) - 36% Aqueous Solution - (Non-Tanker Deliveries) Price Per Gallon	N/B	N/B					
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	N/B	\$0.533 gal					
Sodium Hypochlorite (NaOCl) - 12.5 Trade Percent (Non-Tanker Deliveries) Price Per Gallon	N/B	N/B					
Addendum No. 1	X	Not Acknowledged					

A copy of the unofficial handwritten bid tab that is provided at the bid opening is subject to final verification by staff

Company Name

Kemira Water Solutions

Allied Universal Corporation

The Clay County Utility Authority reserves the right to waive formalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid or any portion thereof that, in its judgment, will be in the best interest of the AUTHORITY.

Purchasing Secretary

End of Addendum No. 1

Chemical Supplier
CCUA Bid No. 20/21-A5

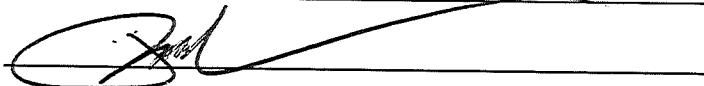
Addendum No. 1
Page 2 of 2

BID PROPOSAL FORM

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20
Company: Odyssey Manufacturing Company
Email: pallman@odysseymanufacturing.com
City/State/Zip: Tampa, FL. 33619
Telephone No.: 813/635-0339
Name: Patrick Allman, General Mgr.
Signature: 
Position: General Manager
Email: pallman@odysseymanufacturing.com

Vendor can bid on any, or all, of the chemicals listed below:

Item No.	Description	Unit Type	Unit Price
	Sodium Bisulfite (NaHSO ₃) – 38% Aqueous Solution – Bulk Deliveries	Gallon	\$1.43
	Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries	Gallon	\$0.567

Vendors may submit a Bid for any of the chemicals or any combination of chemicals as provided in the Bid Form. Vendors shall identify **"no bid"** for those sections or items they do not intend to submit a Bid. The Vendor is signifying a willingness to enter into an agreement with the submission of a Bid on any items or sections alone at the price offered. Vendors offering a Bid on one or more items or sections shall be capable of delivering the quantity and quality of the chemicals requested for the time period stated.

ADDENDUM RECEIPT:

Vendors shall acknowledge below the receipt of all addenda, if any.

ADDENDUM NO. 1 DATED 12/4/20

ADDENDUM NO. _____ DATED _____

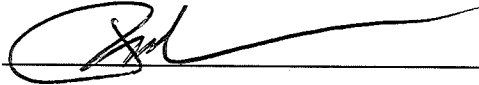
ADDENDUM NO. _____ DATED _____

**CERTIFICATION OF VENDOR'S FACILITIES, CAPABILITIES,
AND REGULATORY COMPLIANCE**

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20
Company: Odyssey Manufacturing Company
Email: pallman@odysseymanufacturing.com
City/State/Zip: Tampa, FL 33619
Telephone No.: 813/635-0339
Name: Patrick Allman
Signature: 
Position: General Manager
Email: pallman@odysseymanufacturing.com

I hereby certify, to the Authority, as an authorized representative of the company stated above, our facilities are fully capable of delivering the quantity and quality of the chemicals the Authority is seeking. In addition to having facilities fully capable of providing the chemicals requested, I am certifying, by completing the table below, our company complies with the applicable regulations of the jurisdictional agencies listed below.

Agency Compliance	Y/N	Initials
Environmental Protection Agency (EPA)	y	
Florida Department of Environmental Protection (FDEP)	y	
Florida Department of Transportation (FDOT)	y	
Occupational Safety and Health Administration (OSHA)	y	

A Vendor shall produce, upon request of the Authority, documentation demonstrating regulatory compliance.

ITEMS REQUIRED TO BE SUBMITTED WITH BID PROPOSAL FORM:

1. Fully completed and executed Bid Proposal Form ✓
2. Certification of Vendor's Facilities, Capabilities, and Regulatory Compliance ✓
3. Public Entities Crimes Sworn Statement ✓
4. Conflict of Interest Certificate ✓
5. Public Records Compliance Acknowledgment Form ✓
6. Fully completed and executed W-9 ✓
7. References ✓
8. Any Exceptions taken to the Bid Documents or Agreement ✓

None



ITEMS REQUIRED TO BE SUBMITTED POST-BID:

Responding Vendors shall refer to Section 18 in the Instructions to Bidders, for items required to be submitted post-Bid by the apparent lowest bidder(s).

COMPANY NAME:

Odyssey Manufacturing Co.

AN INDIVIDUAL:

Business Address: _____

Phone Number: _____ Fax Number: _____

A CORPORATION:

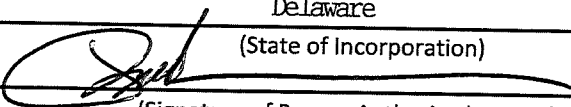
Odyssey Manufacturing Company

(Corporation Name)

(SEAL)

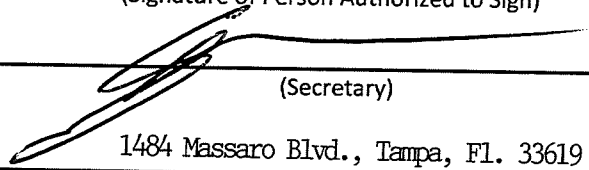
Delaware

(State of Incorporation)


(Signature of Person Authorized to Sign)

(SEAL)

Attest:


(Secretary)

Business Address: 1484 Massaro Blvd., Tampa, FL. 33619

A JOINT VENTURE:

By:

(Business Name)

(Signature)

(Print Name)

(Address)

By:

(Business Name)

(Signature)

(Print Name)

(Address)

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

Phone Number: 813/635-0339 Fax Number: 813/630-2589

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL, AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Clay County Utility Authority
(print name of public entity)
by Patrick Allman, General Manager
(print individual's name and title)
whose business address is 1484 Massaro Blvd., Tampa, FL. 33619
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0846345
(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1) (G), Florida Statutes means 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (B), Florida Statutes means finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment, or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (A), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (E), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which aids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

☒ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature] 12/16/20
(signature) (date)

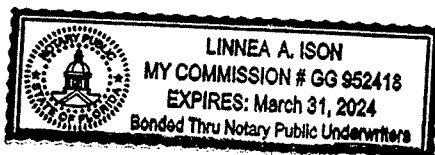
STATE OF Florida COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority
Patrick Allman who after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 16 day of December, 2020.

My commission expires:
3/31/2024

[Signature]
NOTARY PUBLIC



Print Name: Linnea A. Ison

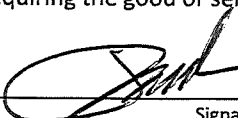
CONFLICT OF INTEREST CERTIFICATE

Bid No. 20/21-A5

Vendor must execute either Section 1 or Section II hereunder, as required by Florida Statutes 112. Failure to execute either section may result in the rejection of this bid/proposal.

SECTION I

I hereby certify that no official or employee of the Clay County Utility Authority (Authority), a special district in the State of Florida, requiring the good or services described in these specifications has a material financial interest in this company.



Signature
Patrick Allman

Name of Official (Type or Print)

Odyssey Manufacturing Company

Company Name
1484 Massaro Blvd.

Business Address
Tampa, FL. 33619

City, State, Zip Code

SECTION II

I hereby certify that the following named public official(s) and/or employee(s) of the Authority having material financial interest(s) (in excess of 5 percent) in this company have filed a Conflict of Interest Statement with the Clay County Utility Authority, 3176 Old Jennings Road, Middleburg, Florida 32068, prior to the time of bid opening.

Name	Title of Position	Date of Filing

Signature

Name of Official (Type or Print)

Company Name

Business Address

City, State, Zip Code

Public Official Disclosure

The Authority requires that a public official who has financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official

Position Held

Position or Relationship with Bidder

PUBLIC RECORDS COMPLIANCE ACKNOWLEDGEMENT

Bid No. 20/21-A5

Vendor must execute this form. Failure to submit this form shall result in rejection of this bid.

I hereby agree that our firm or organization, employees, subcontractors and for those I am legally liable shall comply with Chapter 119.071(3), Florida Statutes, and will not divulge, furnish or make available to any third person, firm or organizations hereunder, or in the course of judicial or legislative proceeding where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the firm or organization, any sub-vendor(s), or subcontractor(s), pursuant to this Agreement.

Subject to the foregoing provisions and law applicable to confidential information, Odyssey Manufacturing Company shall keep and maintain public records required by the Authority, which is a public agency, in order for the firm or organization to perform services and the work required by the Scope, and upon request from the Authority's custodian of public records, firm or organization shall provide the Authority 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 119.07, Florida Statutes, or as otherwise provided by law. The firm or organization shall require all its employees, sub vendors(s) and subcontractor(s) to comply with provisions of this paragraph.



Signature

Odyssey Manufacturing Company

Company Name

Patrick Allman

Name of Certifying Official
(Type or Print)

1484 Massaro Blvd., Tampa, FL 33619

Business Address

Tampa, FL 33619

City, State, Zip Code

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Odyssey Manufacturing Company		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 1484 Massaro Blvd.	Requester's name and address (optional)	
6 City, state, and ZIP code Tampa, FL 33619		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a lien, resident sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
6	5	-	0	8	4	6	3	4	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

12/16/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

* The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your

permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a

systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by

calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the

IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS,
CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin C. Rakes, President



AFFIDAVIT OF COMPLIANCE FOR

Clay County

Bid # 20-21-A5

Chemical Supplier

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-18 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such. Further, the sodium hypochlorite supplied under this bid/proposal is in compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Patrick H. Allman

General Manager

Attest

Secretary



Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Holly Britt, City of Lake Wales, WTP Supervisor, 863-528-7639
- Bobby Gibbs, Bay County, WTP Superintendent, 850-814-8869
- Lynn Collier, City of Tallahassee, WTP Superintendent, 850-891-1036
- Johnny Lynn, City of Flagler Beach, WWTP Supervisor, 386-517-2029
- Gerry Erb, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189
- Steve Kipfinger, Charlotte County, WTP Superintendent, 941-764-4555
- Timothy Sloan, City of Lake Worth, WTP Manager, 561-586-1636
- Fred Greiner, City of Palm Coast, WTP #2 Plant Manager, 386-986-2347
- Fred Hemerick, City of Clearwater, WTP Superintendent, 727-462-6326
- Andy Fenske, City of Cape Coral, Chief Operator, 239-574-0877
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Andrew Greenbaum, Operations Manager, Tampa Bay Water, 813-929-4551
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Troy Howell, City of Cocoa, WT Plant Superintendent, 407-568-5867
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
- Gary Framo, Orange County, Western Region WTP Manager, 407-884-5131
- Paul Brown, Orange County, South Region WTP Superintendent, 407-254-9355
- Bill Washington, Pinellas County, South Cross Bayou WRF Superintendent, 727-582-7012
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Ken Enlow, Veolia Water, Tampa Surface Plant, Asst. Project Manager, 813-626-8708
- Dana Mills, Manatee County, NW WWTP Superintendent, 941-792-8811
- Tom Birk, Manatee County, SW WWTP Superintendent, 941-792-8788
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
- Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
- Peter Perez, City of Sarasota, WTP Superintendent, 941-955-2325

**STANDARD FORM OF AGREEMENT
BETWEEN AUTHORITY AND VENDOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 26th day of January in the year 2021 by and between Clay County Utility Authority (hereinafter called AUTHORITY) and Odyssey Manufacturing Company (hereinafter called VENDOR).

ARTICLE 1. MATERIALS FURNISHED

VENDOR shall furnish all chemicals/materials specified or indicated in the contract documents on an annual renewable contract basis upon mutual agreement of both parties, not to exceed a maximum of six (6) years. The selection of any Vendor does not obligate the Authority to purchase any chemicals/materials from the vendor. The annual renewable chemicals/materials are as listed in the Bid Form and described in the Technical Specifications.

ARTICLE 2. CONTRACT TIME

This contract shall run for a period of one year from the date of this contract. Said one-year initial period may be renewed annually for a period of up to six (6) years upon the mutual agreement of both parties.

ARTICLE 3. CONTRACT PRICE

The AUTHORITY shall pay VENDOR for completion of the work in accordance with contract documents in current funds as identified on the Bid form.

ARTICLE 4. PAYMENT PROCEDURES

VENDOR shall submit invoices to the AUTHORITY for chemicals/materials received and delivered to the AUTHORITY. After chemicals/materials are received and accepted, the Vendor shall submit invoices for the delivered chemical/materials. All payments for chemicals/materials and the like delivered under the contract or agreement shall be made by the AUTHORITY in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper invoice, the AUTHORITY shall have the number of days provided in the Local Government Prompt Payment Act in which to make payment.

ARTICLE 5. INTEREST

All monies not paid when due as within the applicable time limits shall bear interest at the rate specified in Section 255.073 (4), Florida Statutes (2007) or any successor statute thereto.

ARTICLE 6. VENDORS'S REPRESENTATIONS

In order to induce the AUTHORITY to enter into this agreement, the VENDOR makes the following representation:

- 6.1 The Vendor has familiarized himself with the nature and extent of the Contract Documents and the specifications for the materials being provided.
- 6.2 The Vendor agrees to deliver the materials ordered in a timely, safe and professional manner.

ARTICLE 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the AUTHORITY and VENDOR concerning the work consist of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
 - A. General Conditions
 - B. Special Conditions
 - C. Instructions to Bidders
 - D. Specifications
- 7.3 Notice of Award
- 7.4 Specifications bearing the title of this Bid and consisting of all divisions as listed in the Table of Contents thereof.
- 7.5 Addenda numbers 1 to 1, inclusive.
- 7.6 VENDOR'S BID
- 7.7 Documentation submitted by VENDOR prior to Notice of Award
(Pages _____ to _____, inclusive).

There are no contract documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS

- 8.1 No assignment by a party hereto of any rights under or interest in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound: and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.
- 8.2 AUTHORITY and VENDOR each binds itself, its partners, successors, assigns and legal representatives to the AUTHORITY party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the contract documents.
- 8.3 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the AUTHORITY and VENDOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.4 WAIVER: The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving is rights. Oral modification or rescission of this Agreement by an employee or agent of either party, shall not release either party of its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof, or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

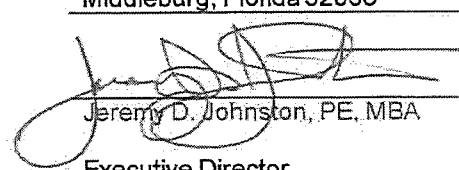
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IN WITNESS WHERE OF, the AUTHORITY and VENDOR have signed this Agreement in triplicate. One counterpart each has been delivered to AUTHORITY and VENDOR. All portions of the Contract Documents have been signed or identified by the AUTHORITY and VENDOR.

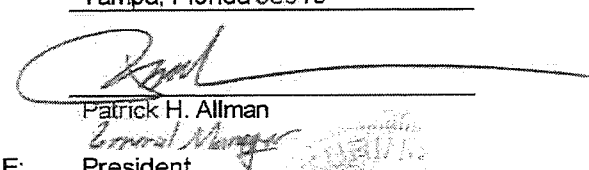
This Agreement will be effective on March 8, 2021 

AUTHORITY: Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068

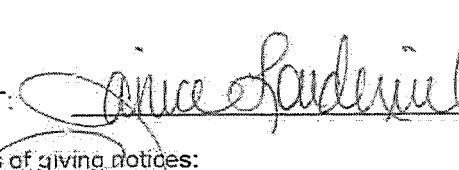
VENDOR: Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, Florida 33619

BY: 

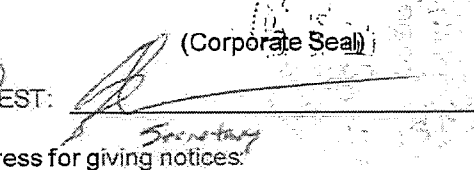
Jeremy D. Johnston, PE, MBA
TITLE: Executive Director

BY: 

Patrick H. Allman
General Manager
TITLE: President

ATTEST: 

Address of giving notices:
3176 Old Jennings Rd.
Middleburg, Florida 32068

ATTEST: 

(Corporate Seal)
Address for giving notices:
1484 Massaro Blvd.
Tampa, Florida 33619

License No. N/A
of authority agent or service of process

Designated Representative:

Name: Dennis Martin
Title: Wastewater Superintendent
Address: 3176 Old Jennings Rd.
Middleburg, Florida 32068
Phone: 904-213-2435

(IF VENDOR is a corporation, attach evidence of authority to sign).

BID PROPOSAL FORM

CHEMICAL SUPPLIER

Clay County Utility Authority Bid No. 20/21-A5

Date: December 17, 2020, 2:00 p.m.

SUBMITTED BY: Patrick Allman DATE: 12/16/20
 Company: Odyssey Manufacturing Company
 Email: pallman@odysseymanufacturing.com
 City/State/Zip: Tampa, FL 33619
 Telephone No.: 813/635-0339
 Name: Patrick Allman, General Mgr.
 Signature: 
 Position: General Manager
 Email: pallman@odysseymanufacturing.com

Vendor can bid on any, or all, of the chemicals listed below:

Item No.	Description	Unit Type	Unit Price
	Sodium Bisulfite (NaHSO3) – 38% Aqueous Solution – Bulk Deliveries	Gallon	\$1.43
	Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries	Gallon	\$5.67

Vendors may submit a Bid for any of the chemicals or any combination of chemicals as provided in the Bid Form. Vendors shall identify "no bid" for those sections or items they do not intend to submit a Bid. The Vendor is signifying a willingness to enter into an agreement with the submission of a Bid on any items or sections alone at the price offered. Vendors offering a Bid on one or more items or sections shall be capable of delivering the quantity and quality of the chemicals requested for the time period stated.

ADDENDUM RECEIPT:

Vendors shall acknowledge below the receipt of all addenda, if any.

ADDENDUM NO. 1 DATED 12/4/20
 ADDENDUM NO. _____ DATED _____
 ADDENDUM NO. _____ DATED _____

COMPANY NAME: Odyssey Manufacturing Co.

AN INDIVIDUAL:

Business Address: _____

Phone Number: _____ Fax Number: _____

A CORPORATION:

Odyssey Manufacturing Company

(Corporation Name)

(SEAL)

Delaware

(State of Incorporation)

[Signature]
(Signature of Person Authorized to Sign)

(SEAL)

Attest: _____

(Secretary)

Business Address: 1484 Massaro Blvd., Tampa, FL. 33619

A JOINT VENTURE:

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

By: _____
(Business Name)

(Signature)

(Print Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above)

The full names; business addresses; business and emergency telephone numbers of persons and firms interested in the foregoing bid, as principals, are as follows:

(If Corporation, President, Secretary, and Treasurer Identification)

Phone Number: 813/635-0339 Fax Number: 813/630-2589

ODYSSEY
MANUFACTURING CO.

December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS,
CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin L. Rakes, President

“NOTICE OF AWARD”

January 26, 2021

“Notice of Award” is hereby posted to notify all those concerned about the following Bid:

Clay County Utility Authority

Bid No. 20/21-A5

Chemical Supplier

Clay County Utility Authority is awarding the above to:

Company Name	Chemical Name/Specifications	Unit Cost
Thatcher Chemical of Florida	Sodium Bisulfite (NaHSO ₃)-38% Aqueous Solution (Bulk Deliveries) Price Per Gallon	\$1.37
Odyssey Manufacturing Co.	Sodium Hypochlorite (NaOCl)-12.5 Trade Percent (Bulk Deliveries) Price Per Gallon	\$0.57

“Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes, and under the adopted policies of the AUTHORITY for bid protests.”

01-26-21 08:19 IN



Meeting Date: August 5, 2025
Item #: 20

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of Water Conservation Rebate Cost Share Agreement 41440 between the St. Johns River Water Management District and the City of Ocoee. (Utilities Director Bolling)

Background Summary:

The City's Consumptive Use Permit requires that the City maintain a High Water User Program to target high potable water users. This program is continuously evolving to encourage customer engagement and water savings using proven technologies.

Residential landscape irrigation accounts for over 50% of household water use and the reduction in this use provides significant savings to both the City and our customers. In July 2025, the Utilities Department submitted an application to the St. Johns River Water Management District (SJRWMD) Water Conservation Rebate Program for 50% cost-share funding to support the new Ocoee Smart Irrigation Controller Program. Smart irrigation controllers are WI-FI enabled and automatically adjust watering schedules based on real-time weather data, type of landscaping, and seasonal conditions. By adapting landscape watering to local conditions, the new smart irrigation controllers help conserve water, reduce City and resident utility costs, and support the City's long-term sustainability goals.

SJRWMD has approved the City's application and will reimburse 50% of the cost for each smart controller installed by September 30, 2025. Eligible recipients must be high water users using potable water for irrigation.

Issue:

Should the Honorable Mayor and City Commissioners approve Water Conservation Rebate Cost Share Agreement 41440 between the St. Johns River Water Management District and the City of Ocoee?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve Water Conservation Rebate Cost Share Agreement 41440 between the St. Johns River Water Management District and the City of Ocoee.

Attachments:

1. Water Rebate Cost Share Agreement
2. WC Rebate Qualification Form

Financial Impacts:

Twenty-five (25) Rachio 8-Zone Smart Irrigation Controllers have already been purchased at a cost of \$159.99 each (\$4,319.73) using POWR Program Job#T04000. Funds received from the SJRWMD Water Conservation Rebate Program will reimburse 50% of the controller cost to the POWR Program Job#T04000 (\$2,159.87 maximum reimbursement may vary based on resident's participation).

Type of Item: Consent



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

July 21, 2025

Jessica Stewart, Project Manager
City of Ocoee
1800 A.D. Mims Road
Ocoee, Florida 34761

Re: Water Conservation Rebate Cost Share Agreement 41440, Fiscal Year 2024-25

This rebate cost share agreement, including attachments (“Agreement”), constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the “District”) and City of Ocoee (“Recipient”), under the terms and conditions contained herein. Recipient may commence the activities provided for herein (the “Project”) upon execution of this Agreement, unless otherwise provided in the Statement of Work. Commencing the Project constitutes acceptance of all of the following terms and conditions.

Recipient shall timely and fully perform the Project subject to the Standard Terms and Conditions, Attachment A, and as set forth in the Statement of Work, Attachment B. This Agreement, along with the St. Johns River Water Management District Water Conservation Rebate Program Applicant Handbook for FY 2024-25 and Recipient’s application, constitute the entire agreement of the parties. In the event of a conflict, the terms of this rebate cost share agreement shall control. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein.

1. **Term.** This Agreement shall be effective upon execution by both parties and shall expire on September 30, 2025 (“Completion Date”), unless amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
2. **Rebate Funding.** For satisfactory completion of the Project, as described in Attachment B, the District shall pay the Recipient as a cost share rebate the amount specified in Attachment B, not to exceed amount of \$10,000 (the “Total Compensation”). Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient’s project work that is eligible for reimbursement begins after approval of qualifications form.
3. **Rebate Funding Limitation.** District funding for this project is subject to the availability of funds for the Water Conservation Rebate Cost Share Program for Fiscal Year 2024-25. All eligible projects are funded on a “first-come, first-served basis” until funds are depleted. Once program funds are depleted, no cost share rebates will be paid.
4. **Project Management.** The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days’ prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Cole Oliver, TREASURER
MERRITT ISLAND

Ryan Atwood
MOUNT DORA

Doug Bournique
VERO BEACH

Douglas Burnett
ST. AUGUSTINE

Ron Howse
COCOA

Janet Price
FERNANDINA BEACH

courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Kraig McLane, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
Phone: 386-937-0522
E-mail: kmclane@sjrwmd.com

CONTRACTOR

Jessica Stewart, Project Manager
City of Ocoee
1800 A.D. Mims Road
Ocoee, Florida 34761
Phone: 407-554-7080
E-mail: jstewart@ocoe.org

5. Payment of Invoices (Rebate Requests)

- (a) Rebate Request Invoice Submittal. Recipient may submit rebate request invoices for a rebate request on a monthly basis for work that has been completed and vendors paid. Rebate Request invoices must be sent by email to acctpay@sjrwmd.com. All invoices must be submitted no later than October 31, 2025.
- (b) Payment and Release. Recipient shall pay all proper charges for labor and materials required to perform the Project at the rates set forth in Attachment B. The District shall pay Recipient 100% of each approved rebate request invoice. Acceptance of payment constitutes a release of all claims against the District arising by reason of this Agreement.
- (c) Rebate Request Invoice Information. All rebate request invoices shall include the following information: (1) District rebate cost share agreement number; (2) Recipient's name and address (include remit address, if necessary); (3) completed Request for Rebate Invoice Form; and (4) completed Water Conservation Rebate Request Data Form spreadsheet. If the invoice does not correspond with this paragraph, it shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of the approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

6. Failure to Complete Project

Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by email to:

St. Johns River Water Management District
Breanna Pierce, Procurement Specialist
Office: 386-643-1168
Email: BPierce@sjrwmd.com

(Note: If the District has executed this Agreement prior to your signature, you must return a fully executed original agreement to the District no later than ten business days after the date of this letter. Failure to do so may result in the withdrawal of this offer.)

Sincerely,

John Fitzgerald, Bureau Chief, Water Supply Planning, or designee
St. Johns River Water Management District

Date: _____

Contractor – City of Ocoee

(By signing below, you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) _____

Print Name: _____

Title: _____

Date: _____

Attachments:

- Attachment A — Standard Terms and Conditions
- Attachment B — Statement of Work
- Attachment C — District Supplemental Instructions Form
- Attachment D — Human Trafficking Attestation

ATTACHMENT A — STANDARD TERMS AND CONDITIONS

1. **Amendments.** The parties may not amend this Agreement except in writing. Modifications that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the Total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.
2. **Assignment.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
3. **Audit; Access to Records.** Recipient must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access, and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Recipient must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Recipient shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
4. **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) amounts paid to Recipient exceeded the maximum authorized by the Water Conservation Rebate Program; or (4) Recipient has received duplicate funds from the District for the same purpose.
5. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
6. **Disputes.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
7. **Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in Putnam County and any federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
8. **Inspector General.** Cooperation with the Inspector General, pursuant to §20.055(5) Fla. Stat. Appraiser and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

9. **Liability and Insurance.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations.
10. **Independent Contractor.** Recipient is an independent Contractor. Neither Recipient nor Recipient's employees are employees or agents of the District. Recipient controls and directs the means and methods by which the Work is accomplished. Recipient is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Recipient, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
11. **Interest in the Business of Recipient; Non-Lobbying.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
12. **No Coercion for Labor or Services.** Recipient declares that it does not use coercion for labor or services as prohibited under Sec. 787.06, F.S.
13. **Ownership.** Unless otherwise provided herein, the District does not assert ownership interest in any of the deliverables under this Agreement.
14. **Permits and Licenses.** Recipient shall comply with all applicable federal, state, and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project.
15. **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.
16. **Public Entity Crime.** 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 (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
17. **Public Records.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
18. **Royalties and Patents.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees

necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

19. **Termination.** The District may terminate this Agreement at any time for convenience upon 30 days' prior written notice to Recipient.

ATTACHMENT B — STATEMENT OF WORK

City of Ocoee is including the following conservation measure: 2) U.S. EPA WaterSense-labeled smart irrigation controllers. The installation will be focused on high-use water customers within the City. This request is for funding up to \$10,000 to be used for 50% match or up to \$100 in match, the District share will not exceed 50% of the implementation cost and shall be consistent with the WC Rebate Handbook.

Table 1. Eligible rebate items.

Conservation Item	Reimbursable Costs* (to be documented on the reimbursement requests)	Maximum Rebate Amount (per item)
1. Florida Water Star SM certification for new residential construction	Fees for inspection and certification	\$150
2. EPA WaterSense®-labelled smart irrigation controller: a) residential b) HOA Common property*	Material and installation	a) \$100 b) \$3,000
3. Irrigation conversions (high-volume spray to a high-efficiency rotary nozzle or micro irrigation in landscape beds): a) residential b) HOA common property*	Material and installation	a) \$100 b) \$5,000
4. Irrigation evaluations and timer modification a) residential b) HOA common property*	Contractor cost per visit	a) \$75 b) \$500
5. Landscape soil amendments (for new residential construction)	Material and installation	\$250
6. H2OSAV Subscription	Fifty percent of first-year annual subscription	\$4,000 per entity

*** Note: Required invoice detail for utility, government, or HOA, property owners', condominium, and community development district staff implementation: address for conservation site, material cost (copy of receipt), staff-hour cost with benefits (no indirect cost; system report or timesheet), and vehicle cost (IRS mileage) per visit for work done by an employee of the applicant.**

ATTACHMENT C — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Jessica Stewart, Project Manager
City of Ocoee
1800 A.D. Mims Road
Ocoee, Florida 34761

FROM: Kraig McLane, Project Manager

REBATE COST SHARE AGREEMENT NUMBER: 41440

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____

Kraig McLane, District Project Manager

Acknowledged: _____ Date: _____

Breanna Pierce, District Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D — HUMAN TRAFFICKING ATTESTATION

Contractor Name: City of Ocoee (“Contractor”)

This form must be completed by an officer or representative of a nongovernmental entity executing, renewing, or extending a contract with the St. Johns River Water Management District, a governmental entity of the State of Florida, (“District”) in compliance with Section 787.06(13), Florida Statutes.

I acknowledge that Section 787.06(13), Florida Statutes, requires that, when a contract is executed, renewed, or extended between a nongovernmental entity (Contractor) and a governmental entity (the District) in the State of Florida, the nongovernmental entity must provide the governmental entity with an affidavit that the Contractor does not use **coercion to employ any person for labor or services.**

This signed attestation is provided to the District to comply with that requirement.

On behalf of Contractor, I hereby certify, assure, and affirm that Contractor does not use coercion for labor or services as prohibited under Sec. 787.06, Florida Statutes.

If, at any time in the future, Contractor does use coercion for labor or services, Contractor will immediately notify the District, and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the District.

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

City of Ocoee

By:

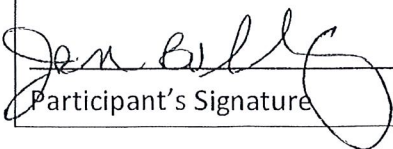
Printed Name: _____

Title: _____

Signature: _____

Date: _____

Water Conservation Rebate Program Qualification Application Form (submit to kmclane@sjrwmd.com)

Water Conservation Rebate Program Qualification Application - <i>The purpose of this application is to confirm the eligibility of an applicant and project and confirm the applicant's consent to the Program terms. Qualification <u>does not</u> guarantee funding availability for reimbursement.</i>	
Date: 6/24/2025	
County: ORANGE	
Applicant (entity's legal name): CITY OF OCOEE	
Applicant type: ☒ Local Government ☐ Private utility ☐ Public utility ☐ Incorporated: HOA, Property Owner Assoc., Condominium Assoc., and Community Development Districts	
Contact person: JENNIFER BOLLING, P.E.	
Mailing Address: 1800 A D MIMS RD	
City: OCOEE	Zip Code: 34761
Phone (with area code): 407-905-3195	
Email Address: JBOLLING@OCOEE.ORG	
Project location (if different from above, for projects with multiple locations – please provide a map with a project boundary):	
Consumptive Use Permit # (if applicable): 3126	
Estimated project start date: JULY 1, 2025 <i>3/25</i>	
Is this project currently (open contract) awarded funding from any District program? ☐ YES ☒ NO	
Will this project conserve groundwater or reclaimed water that is constrained or supplemented with groundwater? ☒ YES ☐ NO	
Describe the project below (list which program items will be included in your project and if they will be implemented with contractor or staff resources): <i>Provide free Smart Irrigation controllers to high potable water use customers</i>	
Confirmation Statement: On behalf of the applying entity, I confirm the entity's consent to the terms of the Water Conservation Rebate Program as set forth in the Applicant Handbook and the Water Conservation Rebate Cost Share Agreement. Participant's Name and Title: <u>Jennifer Bolling, Utilities Director</u>	
 Participant's Signature	<u>6/24/25</u> Date

Approved
July 2, 2025

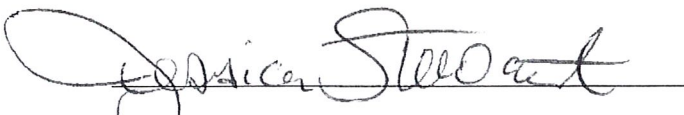
Free "Smart" Irrigation Controller Program

Each month, the City of Ocoee will review the accounts for the 50 highest potable water users to determine if the high use is a result of a potable irrigation system. The selected high water use irrigation customers will be eligible for a free 8-zone Rachio "Smart" Irrigation Controller. To notify them of the program and their eligibility, the Water Conservation Coordinator will call the selected customers or leave a doorhanger if they are unable to reach the customer by phone. Customers will be contacted until all (10) controllers have been distributed and installed.

The customer must have the controller installed within 30 days of receiving it and the controller must be set to the appropriate SJRWMD schedule. The customer will sign an agreement to install the controller within 30 days or return the controller unopened. Once installed, the customer must contact the Water Conservation Coordinator to schedule an inspection so that the installation and schedule can be confirmed. Failure to install or return the unopened controller will result in the full cost of the controller being placed on their water bill.

Cost: \$159.99 per controller

Target: (10) controllers installed no later than 9/30/2025



Jessica Stewart

Water Conservation Coordinator



STAFF REPORT

Meeting Date: August 5, 2025
Item #: 21

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: First Reading of Ordinances for 977 East Crown Point Road. - Showers of Grace Evangelical Christian Mission Inc. Property Annexation & Rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee RCE-2 (Rural Country Estates District); Project No. AX-05-25-06 & RZ-25-05-06. (Planner I Belizaire)

Background Summary: Owner/ Applicant: The property owner/applicant is Showers of Grace Evangelical Christian Mission Inc., referred to as Showers of Grace Church, as represented by Leonardo Vasquez.

Site Location: The property is in Commission District 3, located on the east side of East Crown Point Road, approximately 0.4 miles north of Palm Drive.

Property Size and Parcel Identification Number: The property contains approximately 9.09 acres and is assigned parcel ID number 12-22-27-0000-00-034.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (5 units per acre)	Orange County A-1	Religious Institution	N/A

The property is surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	Orange County	Low Density Residential	A-1	Single-Family Residential
South	City of Ocoee	Light Industrial	PUD-IND	Vacant

East	City of Ocoee	Low Density Residential	PUD-IND	Industrial Distribution, Stormwater Management
West	City of Winter Garden	Low Density Residential	R-1	Religious Institute

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City RCE-2	Maintaining existing religious institutional use	Conventional RCE-2 Standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, and non-circuitous territory, provided that it does not create an enclave. The subject property is bordered on the east and south by the City's jurisdictional limits and, as such, is contiguous to the City and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the Future Land Use Map and the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The property is designated as Low Density Residential on the Future Land Use Map (FLUM) within the Comprehensive Plan, and the proposed annexation and rezoning are consistent with the FLUM.

Access: Access will continue to be via East Crown Point Road.

Utilities: City water service is available from an existing 8" potable water line. However, a water main will need to be extended to the north property line of the property, and a public hydrant will need to be installed with an automatic flusher. The property owner's engineer must ensure that the 8" water main will have adequate fire service to the property. If not, the property owner will be responsible for up-sizing the 8" water main.

After the annexation has been executed and recorded with Orange County, the applicant will need to begin the design and permitting process to bring water service to the property. The water service installation for the property will require an Orange County right-of-way permit, which will increase the turnaround time. Sewer lines are available and would require an extension. However, the property is already served by an existing private septic system.

Transportation: No issues are anticipated as the property is currently developed as a religious institutional use.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 2.3 miles of the property and can be provided within a five (5) minute response time. The fire flow requirements will be determined at a later time once a fire safety

inspection is completed. Police service is available within Patrol Zone 51 with a three (3) minute response time for non-emergency services.

An Annexation Feasibility & Public Facilities Analysis Report was completed for this property. See the attached document for the completed report.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the annexation and rezoning from Orange County A-1 (Citrus Rural District) to City RCE-2 (Rural Country Estates 2 District) for the Showers of Grace Evangelical Christian Mission Inc. property located at 977 East Crown Point Road?

Recommendations:

Development Review Committee (DRC) Recommendation:

The Development Review Committee (DRC) met on Tuesday, July 1, 2025, to consider the application for annexation and rezoning. Upon finding consistency with the City's regulations and policies, as well as the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval for the proposed Annexation. For the proposed Rezoning, the Fire Marshal expressed a concern about whether or not the structure/religious institution was constructed with fire sprinkler systems installed. Thus, the DRC made a conditional recommendation of approval, requiring the submittal of an off-site site plan permit for the extension of the water main, including a fire hydrant and flushing apparatus, for the Showers of Grace Evangelical Christian Mission Inc. property located at 977 East Crown Point Road.

Planning and Zoning Commission (PZC) Recommendation:

The Planning and Zoning Commission (PZC), acting as the Local Planning Agency (LPA), considered this item at its July 8, 2025, hearing and made a recommendation of approval for the proposed annexation from Orange County to City of Ocoee and a conditional recommendation of approval for the rezoning from Orange County A-1 (Citrus Rural District) to City of Ocoee RCE-2 (Rural Country Estates District) subject to the submittal of an off-site site plan permit for the extension of the water main with a fire hydrant and flushing apparatus for the Showers of Grace Christian Mission Inc. property located at 977 East Crown Point Road.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed annexation from Orange County to the City of Ocoee and conditionally approve the rezoning from Orange County A-1 (Citrus Rural District) to City RCE-2 (Rural Country Estates District) subject to the condition that the applicant/property owner submit and obtain an off-site site plan and site work permit for the extension of the water main with a fire hydrant and flushing apparatus for the Showers of Grace Evangelical Christian Mission Inc. property located at 977 East Crown Point Road.

Attachments:

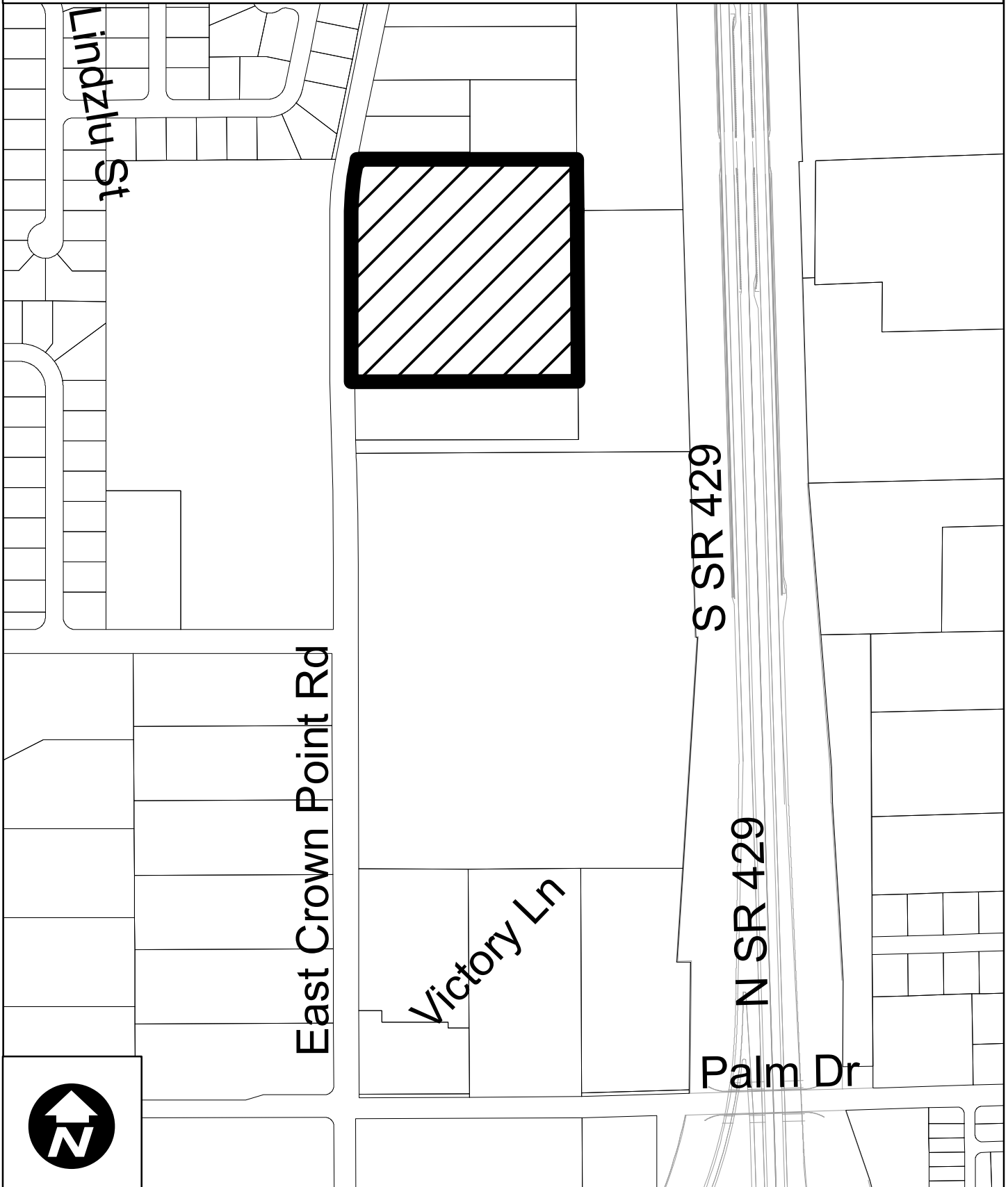
1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Ordinance
6. Rezoning Ordinance
7. Feasibility Report
8. Business Impact Estimate Form 977 E Crown Point Road Annexation and Rezoning

Financial Impacts:

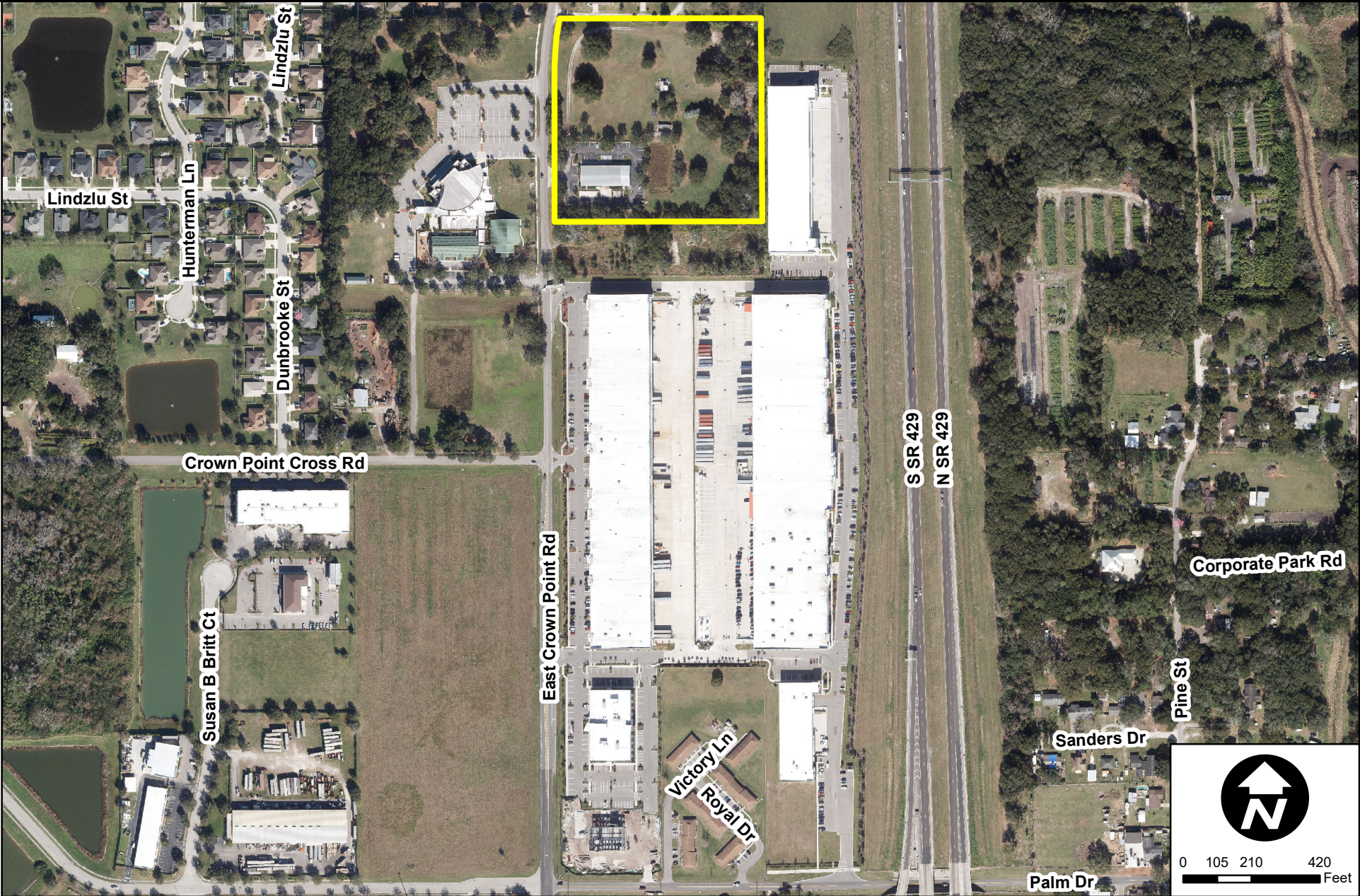
N/A

Type of Item: First Reading

977 East Crown Point Road Location Map



977 East Crown Point Road Aerial Photography



977 East Crown Point Road Surrounding Future Land Use Map



OCOEE
florida
Development Services
Department

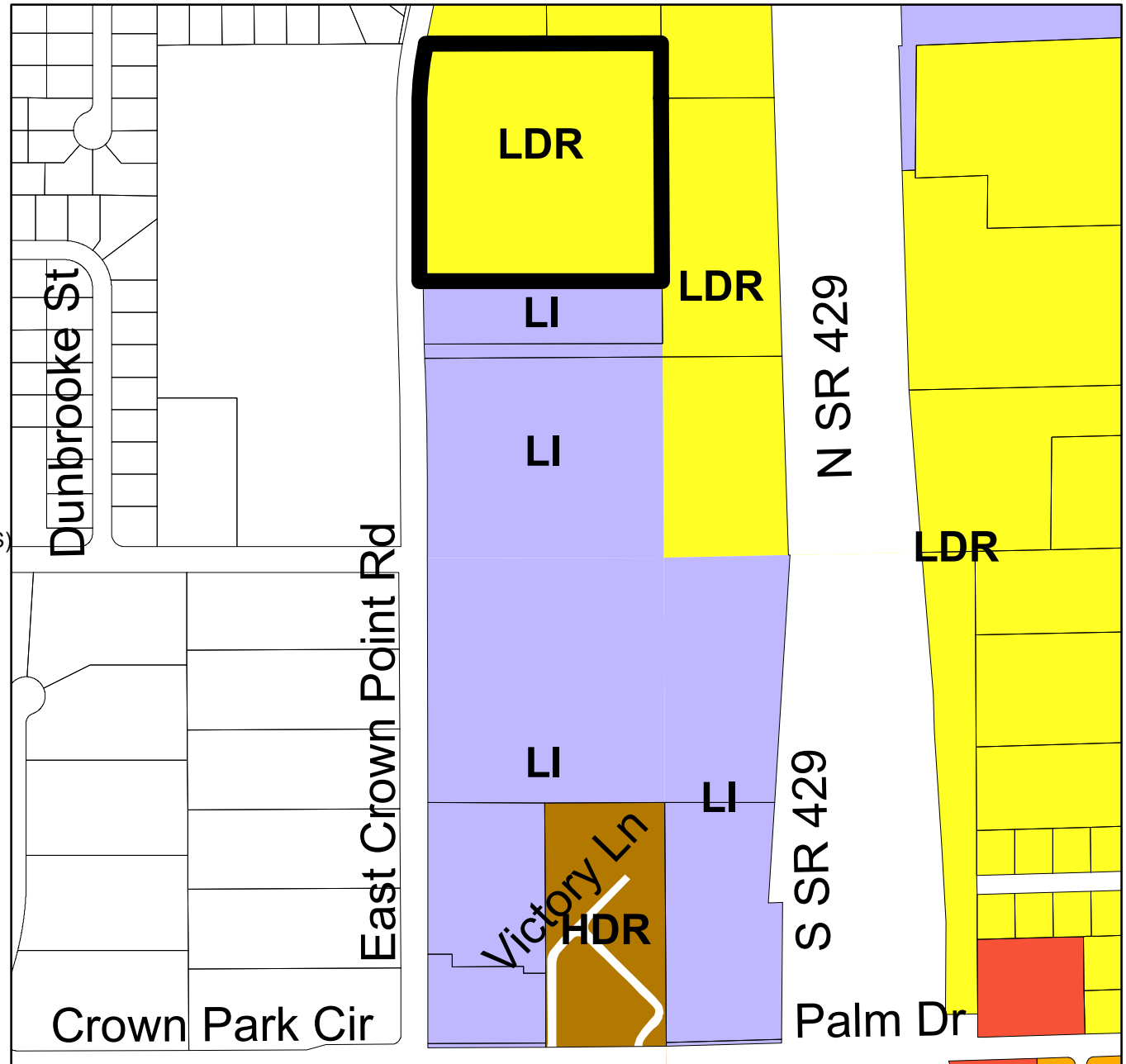
0 100 200 400
Feet

Created: June 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



977 East Crown Point Road Surrounding Zoning Map



Development Services
Department

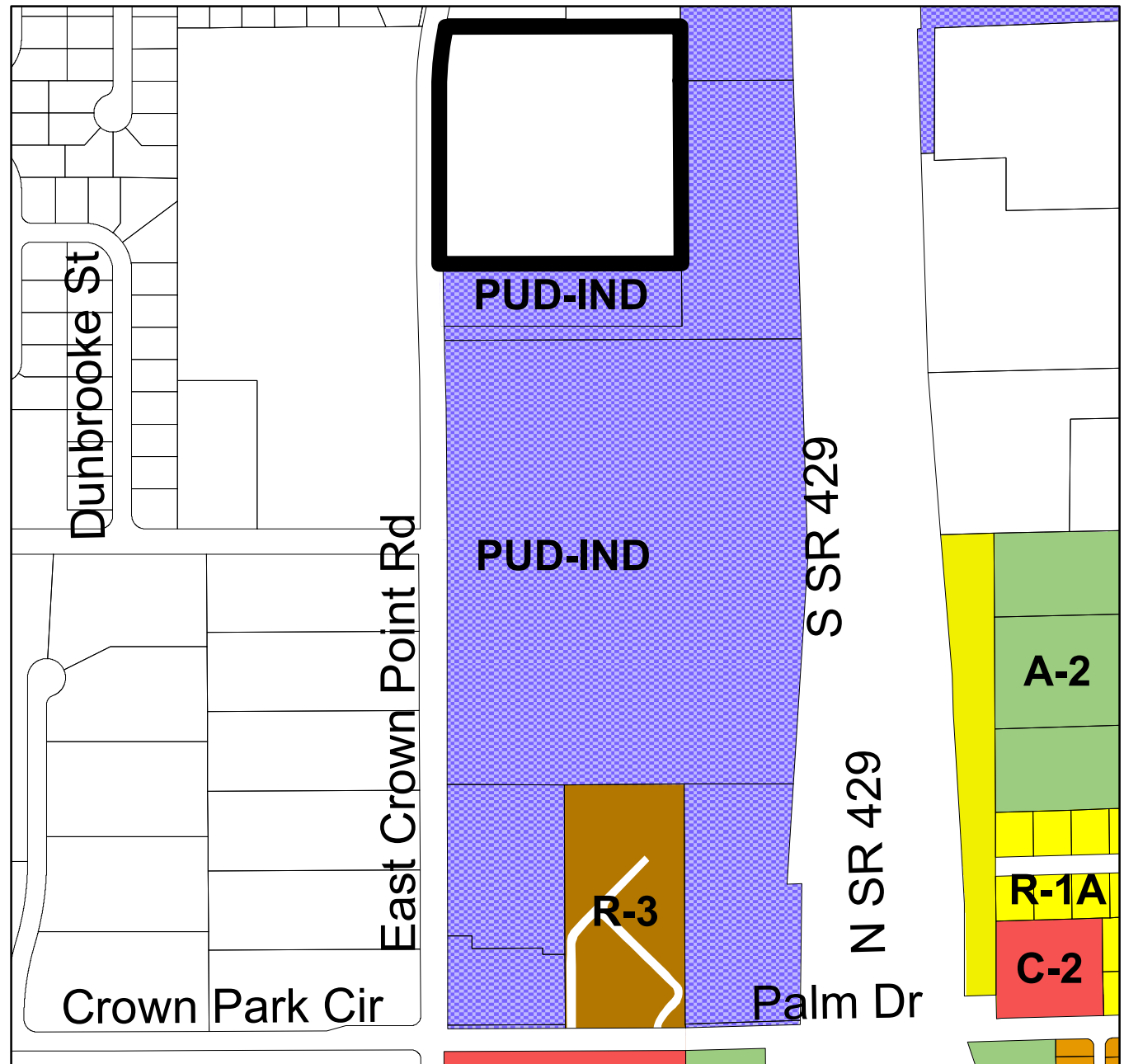
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Feet

Created: June 2025

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



**ORDINANCE NO. 2025-
(Annexation Ordinance for 977 East Crown Point Road –
Showers of Grace Evangelical Christian Mission Inc. Property)**

TAX PARCEL ID: 12-22-27-0000-00-034

**CASE NO. AX-05-25-06: 977 East Crown Point Road –Showers of Grace Evangelical
Christian Mission Inc. Property Annexation**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.09 ACRES LOCATED AT 977 EAST CROWN POINT ROAD, ON THE EAST SIDE OF EAST CROWN POINT ROAD AND APPROXIMATELY 0.4 MILES NORTH OF PALM DRIVE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 9.09 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on July 8, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Envision 2045 Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Envision 2045 Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Envision 2045 Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

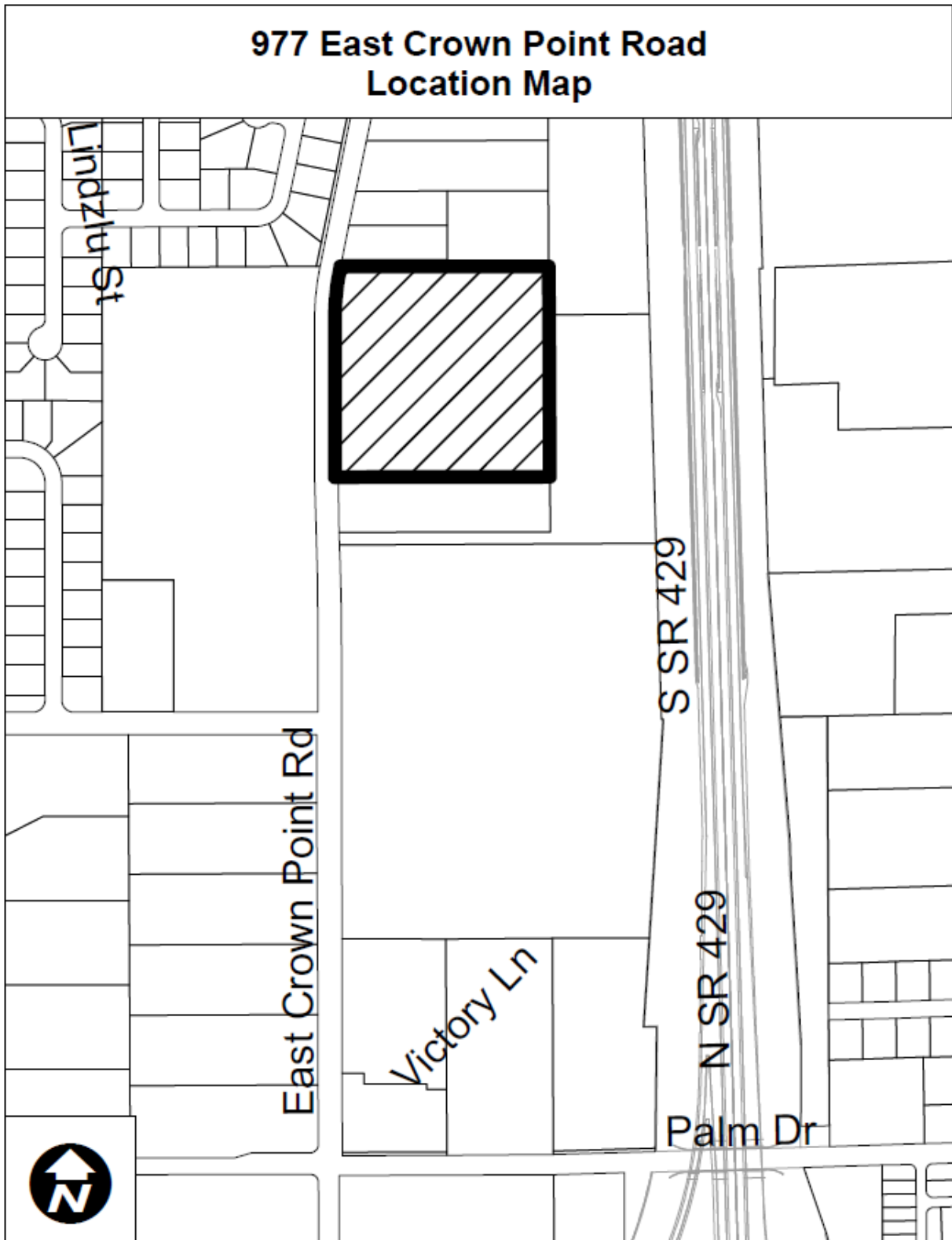
LEGAL DESCRIPTION

PARCEL ID NO.: 12-22-27-0000-00-034

BEG NE COR OF SE1/4 OF SE1/4 RUN W 10 CH S 9 CH E 10 CH N 9 CH TO POB & S 30 FT OF
NE1/4 OF SE1/4 E OF RD R/W IN SEC 12-22-27

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 977 East Crown Point Road
– Showers of Grace Evangelical Christian Mission Inc. Property)**

TAX PARCEL ID: 12-22-27-0000-00-034

**CASE NO. RZ-25-05-06: 977 East Crown Point Road – Showers of Grace Evangelical
Christian Mission Inc. Property Rezoning**

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE RCE-2 (RURAL COUNTRY ESTATES DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.09 ACRES LOCATED AT 977 EAST CROWN POINT ROAD, ON THE EAST SIDE OF EAST CROWN POINT ROAD AND APPROXIMATELY 0.4 MILES NORTH OF PALM DRIVE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 9.09 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee RCE-2; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the Envision 2045 Ocoee Comprehensive Plan as set forth in Ordinance No. 2025-14, adopted July 15, 2025, as amended (the “Envision 2045 Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on July 8, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best

interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on August 19, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Envision 2045 Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 9.09 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee RCE-2. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Envision 2045 Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**
this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

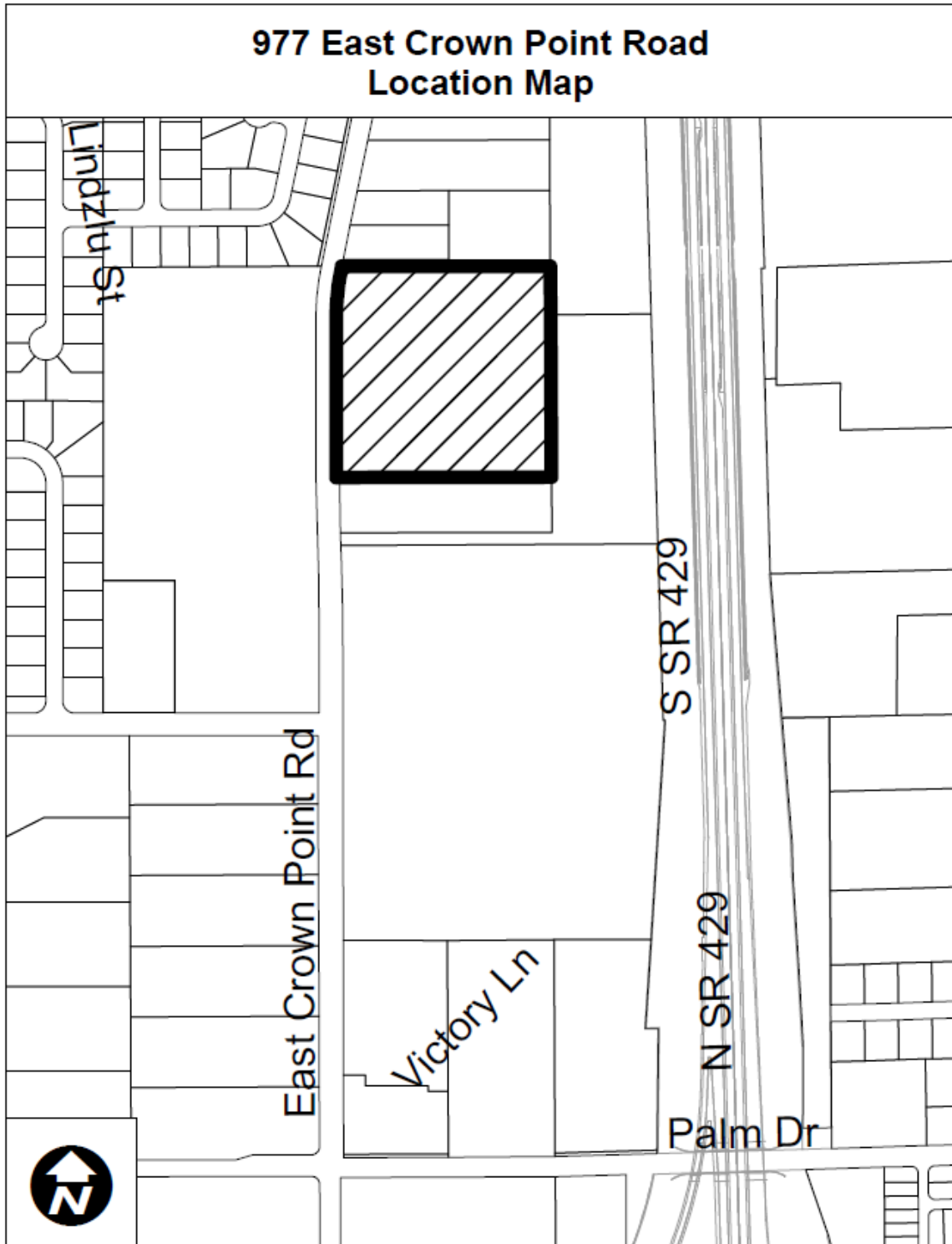
LEGAL DESCRIPTION

PARCEL ID NO.: 12-22-27-0000-00-034

BEG NE COR OF SE1/4 OF SE1/4 RUN W 10 CH S 9 CH E 10 CH N 9 CH TO POB & S 30 FT OF
NE1/4 OF SE1/4 E OF RD R/W IN SEC 12-22-27

EXHIBIT "B"

LOCATION MAP



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-05-25-06 & RZ-25-05-06

APPLICANT NAME: Showers of Grace Church

PROJECT NAME: 977 E. CROWN POINT RD. – SHOWERS OF GRACE CHURCH

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT		Berenice Belizaire, Planner I
A. Applicant/Owner		
1. Owner (if different from Applicant):	Showers of Grace Evangelical Christian Mission Inc.	
B. Property Location		
1. General Location:	East side of East Crown Point Road and approximately 0.4 miles north of Palm Drive.	
2. Parcel Identification Number:	12-22-27-0000-00-034	
3. Street Addresses:	977 East Crown Point Road	
4. Size and Number of Parcels:	9.09 acres (1 parcel)	
C. Use Characteristics		
1. Existing Use:	Church	
2. Proposed use:	Church	
3. Density / Intensity:	N/A	
4. Projected Population:	N/A	
D. Zoning and Land Use		
1. Orange County Future Land Use:	Low Density Residential (LDR)	
2. Orange County Zoning:	ORG-A-1 (Citrus Rural District)	
3. Existing Ocoee Future Land Use:	Low Density Residential (LDR)	
4. Proposed Ocoee Zoning:	RCE-2 (Rural County Estates District)	
E. Consistency		
1. Joint Planning Area:	Yes	
2. Comprehensive Plan:	Yes	
II. FIRE DEPARTMENT		
1. Estimated Response Time:	5 Min	
2. Distance to Property:	2.3 miles	
3. Fire Flow Requirements:	Unable to determine without a fire safety inspection (TBD)	
III. POLICE DEPARTMENT		
1. Police Patrol Zone / Grid / Area:	D51/1114/FULLERS CROSS RD UNDEVELOPED (8)	
2. Estimated Response Time:	3 Min Emergency/10 Min Non-Emergency	
3. Distance to Property:	N/A	
3. Average Travel Time	N/A	

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$2,402,167
2. Property Appraiser Taxable Value	N/A
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T’Jean Tomlinson, P.E., Engineering Manager
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	A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes, the 8” water main will need to be extended to the north property line of the church property and a public hydrant will need to be installed with an automatic flusher. The applicant’s engineer must ensure that the 8” water main will be adequate fire service to the church property and if not, the church will be responsible for upsizing the 8” water main.
4. Location and Size of Nearest Water Main:	8” stub out by the northwest corner of 641 East Crown Point Road, the Park at 429 property.

	B. Sanitary Sewer	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	The City has capacity at the Wastewater Treatment Facility, however, capacity of the Lift Station will need to be looked into.
3. Extension Needed:	Yes, gravity sewer will have to be extended from the manhole by the northwest corner of 641 East Crown Point Road, the Park at 429 property.
4. Location and Size of Nearest Force Main:	The closest manhole is on the northeast corner of 641 East Crown Point Road, the Park at 429 properties.
5. Annexation Agreement Needed:	Yes

	C. Other	
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1. Utility Easement Needed:	Yes
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION		Berenice Belizaire, Planner I
1. Paved Access:	Yes- East Crown Point Road	
2. ROW Dedication:	No	
3. Traffic Study:	No	
4. Traffic Analysis Zone:	No	

VIII. PRELIMINARY CONCURRENCY EVALUATION		
A. Transportation:	N/A	
B. Parks / Recreation:	N/A	
C. Water / Sewer:	N/A	
D. Stormwater:	N/A	
E. Solid Waste:	N/A	
F. Impact Fees:	N/A	

IX. SITE SPECIFIC ISSUES	All Departments
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X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS	Berenice Belizaire, Planner I
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City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCES OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 9.09 ACRES LOCATED AT 977 EAST CROWN POINT ROAD, ON THE EAST SIDE OF EAST CROWN POINT ROAD AND APPROXIMATELY 0.4 MILES NORTH OF PALM DRIVE AND ASSIGNED PARCEL ID NUMBER 12-22-27-0000-00-034, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE ENVISION 2045 OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinances will annex and rezone the property located at 977 East Crown Point Road—Showers of Grace Evangelical Christian Mission Inc. Property—into the City from Orange County A-1 (Citrus Rural District) to City of Ocoee RCE-2 (Rural Country Estates District). The purpose of the annexation and rezoning is for the property to receive City potable water services and reducing existing enclaves within the city limits.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of the annexation and rezoning is for the property located at 977 East Crown Point Road—Showers of Grace Evangelical Christian Mission Inc. Property—to be incorporated within the City of Ocoee for the purpose of receiving City potable water services and reducing existing enclaves within the city limits.

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 22

Contact Name: Berenice Belizaire
Contact Number: Ext. 1070

Department Director: Ginger Corless
City Manager: Craig Shadrix

Subject: Second Reading of Ordinances for 703 Center Street - Mazariegos Property Annexation & Rezoning; Project No. AX-05-25-05 & RZ-25-05-05. (Planner I Belizaire)

Background Summary: The First Reading of the Ordinance was held on July 15, 2025.

Owner/Applicant: Braulio Mazariegos

General Location: The property is in Commission District 2 and is located south of Center Street and approximately 310 feet east of Orange Avenue.

Property Size & Parcel Identification Number: The property contains approximately 0.67 acres and is assigned parcel ID number 17-22-28-0000-00-129.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Overlay/ Unique Features
Low Density Residential (5 units per acre)	Orange County R-1	Single-Family Residential Dwelling	N/A

The property is surrounded by the following: jurisdictions, Future Land Use Map (FLUM) designations, zoning districts, and land uses.

Direction	Jurisdiction	FLUM Designation	Zoning District	Existing Land Uses
North	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential
South	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential

East	City of Ocoee	Low Density Residential	R-1A	Single-Family Residential
West	Orange County	Low Density Residential	R-1	Vacant

Proposed Site Conditions: The table below summarizes the applicant's request and potential development on the subject property.

Proposed FLUM Designation	Proposed Zoning District	Proposed Use	Proposed Development Standards
N/A (Site remains LDR)	City of Ocoee R-1A	Existing Single-Family Dwelling	Conventional R-1A standards

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the north, south, and east by the City's jurisdictional limits and, as such, is contiguous to the City and does not create an enclave. Instead, it furthers the City's efforts to reduce existing enclaves within the city limits.

Consistent with JPA Agreement: The property is located within the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The property is designated as Low Density Residential on the Future Land Use Map (FLUM) within the Comprehensive Plan, and the proposed annexation and rezoning are consistent with the FLUM.

Access: Access will continue to be via Center Street.

Utilities: The property owner executed an Intent to Annex Agreement on January 24, 2024, for the purposes of receiving City water services and the construction of a single-family residence. City water service is available from an existing 6" potable water line on Center Street to the north of the property. No sewer lines are available, and the property will be served by a private septic system.

Transportation: No issues are anticipated as the property is entitled to have one (1) single-family dwelling.

Stormwater: N/A

Schools: N/A

Public Safety: Fire service is available within 1.7 miles of the property and can be provided within a five (5) minute response time at a 750-gpm water flow. Police service is available within Police Patrol Zone 55 with a 3-minute emergency response time.

The property entered into an Intent to Annex Agreement (attached) with the City on January 24, 2024, in order to receive potable water as part of the construction of the single-family dwelling. Thus, this annexation request is intended to comply with and be in accordance with the terms of the Intent to Annex Agreement. An Annexation Feasibility & Public Facilities Analysis Report (attached) has also been completed for this property.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street?

Recommendations:**Development Review Committee (DRC) Recommendation:**

The Development Review Committee (DRC) met on Tuesday, June 3, 2025, to consider the application for annexation and rezoning. Upon a finding of consistency with the City's regulations and policies and the terms of the City of Ocoee-Orange County Joint Planning Area (JPA) Agreement, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street.

Planning & Zoning Commission Recommendation:

The Planning & Zoning (PZC), acting as the Local Planning Agency (LPA), considered this item at its June 18, 2025, hearing and, identifying no issues, made a recommendation of approval of the proposed annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street.

Staff Recommendation:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed ordinances for the annexation and rezoning from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District) for the Mazariegos property located at 703 Center Street.

Attachments:

1. Location Map
2. Aerial Map
3. FLU Map
4. Zoning Map
5. Annexation Agreement
6. Annexation and Rezoning Feasibility Report
7. Annexation Ordinance
8. Rezoning Ordinance
9. Business Impact Estimate Form
10. 703 Center Street AX Advertisement
11. 703 Center Street RZ Advertisement

Financial Impacts:

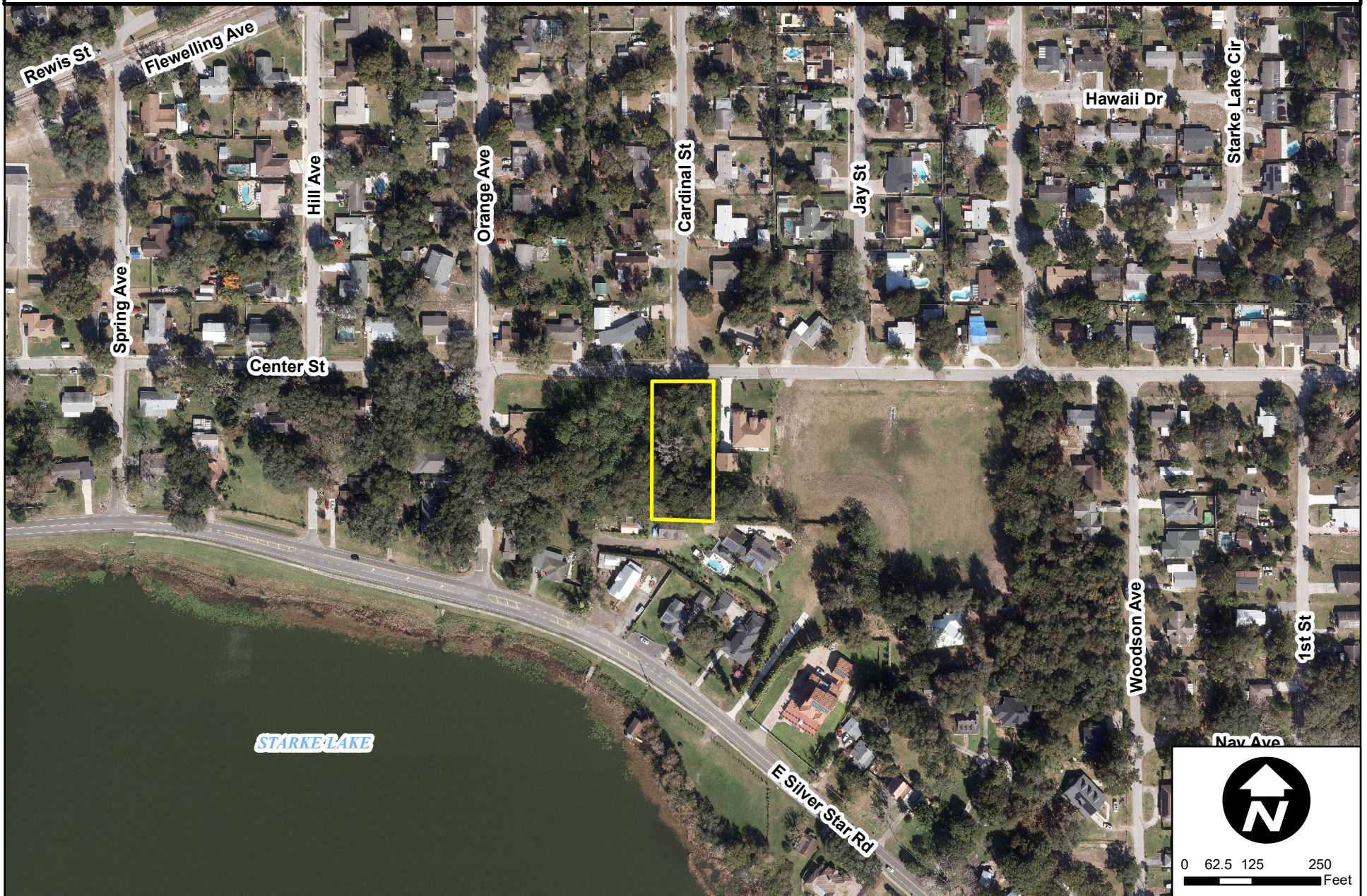
N/A

Type of Item: Second Reading Public Hearing

703 Center Street
Location Map



703 Center Street 2022 Aerial Photography



703 Center Street Surrounding Future Land Use Map



Development Services
Department

0 70 140 280
Feet

Created: May 2025

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



703 Center Street Surrounding Zoning Map



Development Services
Department

0 70 140 280
Feet

Created: May 2025

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



**THIS INSTRUMENT
SHOULD BE RETURNED TO:**

Richard S. Geller, Esq.
Fishback Dominick
1947 Lee Road
Winter Park, FL 32789

AFTER RECORDING RETURN TO:

City of Ocoee City Clerk
1 North Bluford Avenue
Ocoee, Florida 34761

Tax Parcel Identification Number: 17-22-28-0000-00-129

INTENT TO ANNEX AGREEMENT FOR UTILITY SERVICE

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into this, 24th day of January, 2024, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is 1 North Bluford Avenue, Ocoee, Florida 34761 (the "City") and **Braulio Isai Mazariegos Dias**, whose mailing address is **304 Geneva Street, Ocoee, FL 34761** (the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner owns certain real property located at **703 Center Street, Ocoee, Florida 34761**, Tax Parcel Identification Number **17-22-28-0000-00-129**, as more particularly described in **Exhibit "A"**, which is attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, the Property is located within the City utility territorial areas as set forth in the Territorial Agreements (as defined below); and

WHEREAS, the Property is located within the Joint Planning Area, as defined in Joint Planning Area Agreement dated December 3, 2019, between the City and Orange County, as it may be amended from time to time (the "Joint Planning Area Agreements"), but the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the Owner of the Property has requested, and the City has agreed, subject to the terms, conditions, and limitations hereinafter set forth, that the City shall provide potable water, sewer and/or reclaimed water service (hereafter "Utilities") to the Property; and

WHEREAS, in consideration of the City providing Utilities service to the Property, the Owner desires to voluntarily petition the City to annex the Property pursuant to Section 171.044, Florida Statutes; provided, however, at this time the City cannot annex the Property because the Property does not currently meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes; and

WHEREAS, the parties acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes; and

WHEREAS, the Owner agrees that at the time the City makes a determination that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, and upon the request of the City, the Owner shall execute all applications and documents required by the City, pay all applicable fees, costs, and expenses, and provide all documentation required by Florida law, including, but not limited to, Section 171.044, Florida Statutes, necessary for the voluntary annexation of the Property.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth herein and other good and valuable consideration the receipt of which is hereby acknowledged and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

SECTION 1. Recitals. The Recitals set forth above are true and correct and by this reference are incorporated herein as part of this Agreement.

SECTION 2. Annexation.

A. The Owner and the City acknowledge and agree that this Agreement constitutes a petition for the voluntary annexation of the Property pursuant to Section 171.044, Florida Statutes. The Owner and the City further acknowledge and agree that the petition cannot be processed at this time because the Property does not meet the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes.

B. The City shall have the right, but not the obligation, to process the petition; provided, however, that the petition shall not be processed by the City unless and until a determination is made by the City, in its sole and absolute discretion, that the Property meets the statutory requirements for voluntary annexation under the provisions of Section 171.044, Florida Statutes, or such other provisions of the Florida Statutes as may then be applicable to voluntary annexations. Following such determination by the City and upon the written request of the City, the Owner shall within thirty (30) days of receipt of such written request from the City, (i) execute all applications and documents required by the City at the time of such request in order to process the Owner's petition for voluntary annexation including, but not limited to, the Application for Annexation and Initial Rezoning Consistent with the Ocoee Comprehensive Plan and the Annexation and Initial Zoning Hold Harmless Agreement; (ii) pay all applicable fees, costs, and expenses associated with the petition for voluntary annexation as required by the City; and (iii) provide all documentation required by Florida law, including, but not limited to, Section 177.044, Florida Statutes, for the voluntary annexation of the Property including, but not limited to, a metes and bounds legal description of the Property. Following the Owner's compliance with the foregoing, the City shall have the right, but not the obligation, to process this petition for voluntary annexation without further action and/or request of the Owner.

C. In the event the City determines, in its sole and absolute discretion, that the requested annexation is inconsistent with the Ocoee Comprehensive Plan, the Owner must apply for a Comprehensive Plan Amendment and pay the applicable development review fees in connection therewith. In the event the City determines, in its sole and absolute discretion, that a

developer agreement is required in connection with the annexation, then the Owner must pay the applicable development review fees in connection therewith. The Owner shall pay such additional development review fees as may be required by the Code of the City of Ocoee in effect at the time of annexation.

D. The Owner acknowledges and agrees that this Agreement does not in any way obligate or require the City to annex the Property or grant to the Owner any particular zoning which may be requested in connection with such annexation.

E. The Owner acknowledges and agrees that any zoning granted to the Owner in connection with the Property shall be consistent with the terms and conditions of the Joint Planning Agreement as it may be amended from time to time.

SECTION 3. Utilities Service.

A. Subject to the terms, conditions and limitations set forth in this Agreement, the City agrees to provide Utilities service to the Property upon compliance by the Owner with all applicable regulations of the City and the payment all fees, costs and expenses associated therewith. The Owner shall execute all developer agreements for water as required by the City in connection with the provision of water service to the Property.

B. This Agreement does not in any way reserve any potable water, sewer and/or reclaimed water capacity or guarantee the availability thereof.

C. The Owner acknowledges and agrees that the Property is not located in the corporate limits of the City and that water and sewer capital charges as established by the City from time to time shall be charged at the same rate to consumers within the corporate limits of the City plus a surcharge equal to fifteen percent (15%) of such water capital charges or such other charges as the City may impose from time to time. The Owner agrees to pay all water capital charges and surcharges as required by the City.

D. The Owner acknowledges and agrees that for so long as the Property is not located within the corporate limits of the City, the monthly rates and charges for water, sewer and reclaimed water services, as established by the City from time to time shall be charged at the same rate charged to consumers within the corporate limits of the City plus a surcharge equal to fifteen percent (15%) of such monthly rates and charges for water service or such other surcharge as the City may impose from time to time. The Owner agrees to pay all such charges for water service and surcharges as required by the City.

SECTION 4. Agreement Runs with the Land. In consideration of the City providing water service to the Property, the Owner and the City acknowledge and agree that this Agreement is irrevocable and, further, this Agreement and all other rights and obligations of the parties hereunder are intended to and shall run with the Property, and shall bind, and inure to the benefit of, the parties hereunder and their respective successors in title.

SECTION 5. Representations.

A. The Owner hereby warrants and represents to the City that the Owner currently owns fee title to the Property and has full power and authority to enter into this Agreement and

that the Property is free and clear of all liens and encumbrances except for the lien of the mortgages recorded at official records **DOC # 20210017322** public records of Orange County, Florida.

B. The City makes no representations or warranties with regard to this Agreement and reserves the right to process Owner's petition for voluntary annexation in its sole and absolute discretion.

SECTION 6. Title Evidence and Survey.

A. As a condition precedent to the execution of this Agreement by the City, the Owner shall provide title evidence, in a form and substance satisfactory to the City, showing the Owner as the owner of fee simple title to the Property. Such title evidence shall also show whether the Property is encumbered by a mortgage or otherwise.

B. Unless the Property is a platted lot as shown in the title evidence required above, as a condition precedent to the execution of this Agreement by the City, the Owner shall provide a survey in accordance with the minimum technical standards for land surveys set forth in Chapter 5J-17.051, Florida Administrative Code. Such survey shall be consistent with the legal description of the Property set forth in **Exhibit "A"**.

SECTION 7. Notices. Any notice required to be given hereunder shall be in writing and shall be delivered in person or by certified mail, postage paid, return receipt requested as follows. If such notice is to be given to the City, such shall be given at the address set forth above. If such notice is to be given to the Owner, such shall be given at the address shown in the tax collector's records for the Tax Parcel Identification Number set forth above. Any notice, direction, or other communication delivered or mailed, as directed above shall be deemed to be delivered as of three (3) days after the date of mailing or, if delivered personally, when received.

SECTION 8. Defaults and Remedies. IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ANY WATER SERVICE PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF WATER SERVICE AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SUCH WATER SERVICE BY THE CITY.

OWNER'S INITIALS: BM

SECTION 9. Indemnification.

A. The Owner hereby agrees to indemnify and save the City harmless from and against all losses, costs, expenses, claims, damages, judgments, liabilities and causes of action whatsoever (collectively, "Claims") including reasonable attorneys' fees and paralegal fees both at trial and at appellate levels, arising out of or alleged to have arisen out of this Agreement or been occasioned, in whole or in part, by the exercise of the City of its rights granted hereunder. The Owner shall use its best efforts to promptly notify the City in writing of any Claim and shall provide the City with information regarding the Claim as the City may reasonably request, but the failure to give

such notice or provide such information shall not diminish the Owner's obligations under this Section.

B. No Claim whatsoever shall be made or asserted against the City by the Owner for or on account of anything done or as a result of anything done or omitted to be done in connection with this Agreement.

SECTION 10. Recording. The Owner acknowledges and agrees that the City shall record this Agreement in the Public Records of Orange County, Florida, and the Owner agrees to pay all costs associated therewith.

SECTION 11. Territorial Agreements. The references herein to the Territorial Agreements refer to (i) the Orange County/City of Ocoee Sewer Service Territorial Agreement (Contract No. S-87-8), dated June 8, 1987, as recorded in official records book 3894, page 1363, public records of Orange County, Florida, as it may be amended from time to time; (ii) the Orange County/City of Ocoee Water Service Territorial Agreement (Contract No. W-88-06), dated November 14, 1988, as recorded in official records book 4034, page 291, public records of Orange County, Florida, as amended February 11, 1994, as it may be amended from time to time; and (iii) The City of Ocoee/Orange County Reclaimed Water Territorial Agreement, dated July 31, 2012.

SECTION 12. Real Property Taxes for Conveyance. In the event of any conveyance of real property by the Owner to the City, real property taxes in connection with the conveyance shall be prorated as of the day before the acceptance of the conveyance by the City and the prorated amount shall be paid by the Owner and shall be escrowed in accordance with the provisions of Section 196.295, Florida Statutes.

SECTION 13. Miscellaneous.

A. ANY FUTURE OWNERS OF THE PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT AND BY ACCEPTING A DEED OF CONVEYANCE TO THE PROPERTY, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

B. The Property shall be deemed a single parcel and any subparcels of the Property which are created by subdivision or by any other means shall be subject to the terms and conditions of this Agreement, subsequent sale and individual ownership notwithstanding.

C. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective successors and assigns. Any such modification or amendment shall not be effective until recorded in the Public Records of Orange County, Florida.

D. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Venue in Orange County, Florida.

E. All of the terms of this Agreement, whether so expressed or not, shall be binding upon the respective successors, assigns and legal representatives of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, and legal representatives.

F. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

G. In the event the either party institutes a **legal proceeding against the other party** to enforce the terms of this Agreement or for breach of **any of the terms, conditions, or covenants** of this Agreement, the prevailing party shall be entitled **to recover from the other party its reasonable attorney's fees, paralegal fees, and costs, both at the trial and appellate levels.**

H. In the event a third party institutes a **legal proceeding against the City or the Owner** regarding the enforceability of this Agreement or any **other matters arising out of or related to this Agreement**, the annexation of the Property, or the **provision of water service**, then in such event the Owner shall pay all costs, fees, charges, and **expenses of the City relative thereto, including but not limited to attorney's fees and paralegal fees at both the trial and appellate levels.**

I. In addition to each and every remedy **now or hereafter existing at law or in equity**, the parties hereto expressly agree that City shall **have the right to enforce this Agreement by an action for specific performance.**

J. As from time to time requested by **the City, the Owner agrees to execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.**

K. This Agreement embodies and **constitutes the entire understandings of the parties** with respect to the subject matter hereof and **all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.**

L. The attached Exhibits are part of this Agreement as though fully set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness Signature
Angel Torres
Print/Type Name
Vernie Law
Witness Signature
Victoria Parks
Print/Type Name

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.
APPROVED AS TO FORM AND
LEGALITY
this 24th day of January, 2024.

FISHBACK DOMINICK
By: [Signature]
City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, by means of ☒ physical presence or ☐ online notarization appeared **Rusty Johnson** and **Melanie Sibbitt**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE**, a Florida municipal corporation, and that they severally acknowledged executing the same on behalf of said municipality in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of January, 2024.

“CITY”

CITY OF OCOEE, a Florida municipal corporation

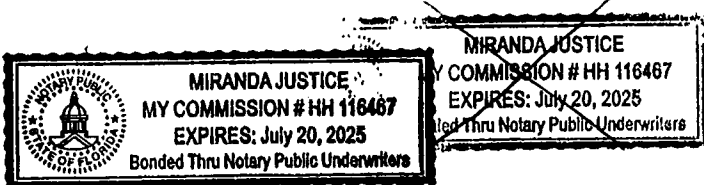
By: [Signature]
Rusty Johnson, Mayor
Attest: [Signature]
Melanie Sibbitt, City Clerk

(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON April 19, 2016.
UNDER AGENDA ITEM NO. 6.**

Miranda Justice
Signature of Notary

Miranda Justice
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____



IN WITNESS WHEREOF, the Owner has caused this Agreement to be duly executed the
2nd day of January, 2024.

Signed, sealed and delivered
 in the presence of:

Kaitlyn Ochoa

Witness Signature

Kaitlyn Ochoa

Print/Type Name

Miranda Justice

Witness Signature

Miranda Justice

Print/Type Name

“OWNER”

Braulio Mazariegos

Owner Signature

Braulio Mazariegos

Print/Type Name

Owner Signature

Print/Type Name

STATE OF Florida
 COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by means of ☒ physical presence or ☐ online notarization appeared Braulio Isai Mazariegos Dias, who [] is personally known to me or [☒] produced FL DL as identification, and that ☒ he acknowledged executing the foregoing instrument for the purposes and uses therein described.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, 2024.

Miranda Justice

Signature of Notary

Miranda Justice

Name of Notary (Typed, Printed or Stamped)



Commission Number (if not legible on seal): HH 116467

My Commission Expires (if not legible on seal): 7/20/2025

EXHIBIT "A"

LEGAL DESCRIPTION

THE E 114 FT OF THE W 228 FT OF FOLLOWING DESC: BEG NW COR OF SW1/4 OF
NE1/4 OF SEC 17-22-28 TH RUN S89-56-00E 548.50 FT S00-08-22E 479.56 FT S89-42-22W
50 FT N00-08-22W 221.79 FT N89-44-35W 499.57 FT N00-00-30E 250 FT TO POB

CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-05-25-05 & RZ-25-05-05

APPLICANT NAME: Braulio Mazariegos

PROJECT NAME: 703 CENTER STREET – MAZARIEGOS PROPERTY

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT

Berenice Belizaire, Planner I

A. Applicant/Owner

1. Owner (if different from Applicant): Braulio Mazariegos

B. Property Location

1. General Location: South of Center Street and approximately 310 feet east of Orange Avenue

2. Parcel Identification Number: 17-22-28-0000-00-129

3. Street Addresses: 703 Center Street

4. Size and Number of Parcels: 1 parcel, 0.67 acres

C. Use Characteristics

1. Existing Use: Single-family dwelling

2. Proposed use: Single-family dwelling

3. Density / Intensity: Low Density Residential

4. Projected Population: N/A

D. Zoning and Land Use

1. Orange County Future Land Use: Low Density Residential

2. Orange County Zoning: ORG-R-1 (Single-family dwelling district)

3. Existing Ocoee Future Land Use: Low Density Residential per JPA FLUM

4. Proposed Ocoee Zoning: R-1A

E. Consistency

1. Joint Planning Area: Yes

2. Comprehensive Plan: Yes

II. FIRE DEPARTMENT

1. Estimated Response Time: Less than 5 min

2. Distance to Property: 1.7 miles

3. Fire Flow Requirements: 750 GPM

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area: D55/1535/HILLCREST HEIGHTS (5)

2. Estimated Response Time: 3 MIN Emergency/10 MIN Non-Emergency

3. Distance to Property: N/A

3. Average Travel Time: N/A

IV. ECONOMIC VALUE	Berenice Belizaire, Planner I
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1. Property Appraiser Market Value:	\$95,000
2. Property Appraiser Taxable Value	\$95,000
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. PUBLIC WORKS DEPARTMENT	
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1. Within the 100-year Flood Plain:	No
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VI. UTILITIES	T’Jean Tomlinson, P.E., Engineering Manager
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A. Potable Water	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No, property is currently connected to potable water service.
4. Location and Size of Nearest Water Main:	6” water main on Center St is adjacent to north property line.

B. Sanitary Sewer	
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1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	No, sewer treatment capacity is available at wastewater treatment facility but sewer connection is not currently available.
3. Extension Needed:	N/A, sewer connection is not currently available and extension is cost-prohibitive.
4. Location and Size of Nearest Force Main:	N/A to this annexation; 6” force main on E Silver Star Rd.
5. Annexation Agreement Needed:	Annexation agreement is needed for continued supply of water service. City sewer service is not being provided at this time.

C. Other	
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1. Utility Easement Needed:	No
2. Private Lift Station Needed:	No
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Berenice Belizaire, Planner I
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1. Paved Access:	Yes- Center Street
2. ROW Dedication:	No
3. Traffic Study:	No
4. Traffic Analysis Zone:	No

VIII. PRELIMINARY CONCURRENCY EVALUATION

A. Transportation:	N/A
B. Parks / Recreation:	N/A
C. Water / Sewer:	N/A
D. Stormwater:	N/A
E. Solid Waste:	N/A
F. Impact Fees:	N/A

IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Berenice Belizaire, Planner I

**ORDINANCE NO. 2025-
(Annexation Ordinance for 703 Center Street –
Mazariegos Property)**

TAX PARCEL ID: 17-22-28-0000-00-129

CASE NO. AX-05-25-05: 703 Center Street –Mazariegos Property Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET, SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real property located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 0.67 acres of property, as more particularly described in Exhibit “A” attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E), Article V, Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on June 18, 2025, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described, which clearly shows the annexed area, is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS _____ DAY
OF _____, 2025

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2025
READ SECOND TIME AND ADOPTED
_____, 2025, UNDER AGENDA
ITEM NO. _____

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-129

THE E 114 FT OF THE W 228 FT OF FOLLOWING DESC: BEG NW COR OF SW1/4 OF
NE1/4 OF SEC 17-22-28 TH RUN S89-56-00E 548.50 FT S00-08-22E 479.56 FT S89-42-22W
50 FT N00-08-22W 221.79 FT N89-44-35W 499.57 FT N00-00-30E 250 FT TO POB

EXHIBIT "B"

LOCATION MAP



**ORDINANCE NO. 2025-
(Rezoning Ordinance for 703 Center Street
– Mazariegos Property)**

TAX PARCEL ID: 17-22-28-0000-00-129

CASE NO. RZ-25-05-05: 703 Center Street – Mazariegos Property Rezoning

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET, SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 0.67 acres, more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof, from Orange County R-1 to City of Ocoee R-1A; and

WHEREAS, pursuant to Section 5-9(B), Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on June 18, 2025, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee City Commission

find the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on August 5, 2025, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 0.67 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County R-1 to City of Ocoee R-1A. A map of said land herein described, which clearly shows the area of the Rezoning, is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2025.
READ FIRST TIME _____, 2025.
READ SECOND TIME AND ADOPTED
_____, 2025.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2025.

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 17-22-28-0000-00-129

THE E 114 FT OF THE W 228 FT OF FOLLOWING DESC: BEG NW COR OF SW1/4 OF
NE1/4 OF SEC 17-22-28 TH RUN S89-56-00E 548.50 FT S00-08-22E 479.56 FT S89-42-22W
50 FT N00-08-22W 221.79 FT N89-44-35W 499.57 FT N00-00-30E 250 FT TO POB

EXHIBIT "B"

LOCATION MAP



City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING AND REZONING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE AND ASSIGNED PARCEL ID NUMBER 17-22-28-0000-00-129, PURSUANT TO THE APPLICATION SUBMITTED BY THE APPLICANT; FINDING SAID ANNEXATION AND REZONING TO BE CONSISTENT WITH THE FLORIDA STATUTES, THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinances will annex and rezone the property located at 703 Center Street—Mazariegos Property—into the city from Orange County R-1 (Single-Family Dwelling District) to City of Ocoee R-1A (Single-Family Dwelling District). The purpose of the annexation and rezoning is for the property to be incorporated within the City of Ocoee in accordance with an Intent to Annex Agreement executed on January 24, 2024, in order to receive City water services to construct a single-family residence and to reduce existing enclaves within the city limits.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

The purpose of the annexation and rezoning is for the property located at 703 Center Street—Mazariegos Property—to be incorporated within the City of Ocoee in accordance with an Intent to Annex Agreement executed on January 24, 2024, in order to receive City water services to construct a single-family residence and to reduce existing enclaves within the city limits.

CITY OF OCOEE
703 CENTER STREET – MAZARIEGOS PROPERTY
ANNEXATION
CASE NUMBER: AX-05-25-05

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9 of the City of Ocoee Land Development Code, that on **TUESDAY, AUGUST 5, 2025, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for 703 Center Street - Mazariegos Property. The property is assigned Parcel ID # 17-22-28-0000-00-129 and consists of approximately 0.67 acres. The property is located south of Center Street and is approximately 310 feet east of Orange Avenue. The applicant is seeking annexation into the City in accordance with an Intent to Annex Agreement executed on January 24, 2024, for the purpose of receiving City water services and constructing a single-family residence.

If the applicant's request is approved, the annexation would incorporate the property into the City of Ocoee.

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET, SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATE OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

July 24, 31, 2025

25-01985W

CITY OF OCOEE
NOTICE OF PUBLIC HEARING TO CONSIDER THE
703 CENTER STREET- MAZARIEGOS PROPERTY
REZONING FROM COUNTY R-1 (SINGLE-FAMILY DWELLING DIS-
TRICT) TO CITY OF OCOEE R-1A
(SINGLE-FAMILY DWELLING DISTRICT)
CASE NUMBER: RZ-25-05-05

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10, and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, AUGUST 5, 2025, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the 703 Center Street- Mazariegos Property. The property is assigned Parcel ID # 17-22-28-0000-00-129 and consists of approximately 0.67 acres. The property is located south of Center Street and is approximately 310 feet east of Orange Avenue.

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY R-1 (SINGLE-FAMILY DWELLING DISTRICT) TO CITY OF OCOEE R-1A (SINGLE-FAMILY DWELLING DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.67 ACRES LOCATED AT 703 CENTER STREET, SOUTH OF CENTER STREET AND APPROXIMATELY 310 FEET EAST OF ORANGE AVENUE, PURSUANT TO THE APPLICATION SUBMITTED BY THE PROPERTY OWNER; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 865-3105.

July 24, 2025

Page 630 of 652
25-01986W

**CITY OF OCOEE
NOTICE OF PUBLIC HEARING
TO CONSIDER THE VACATION
OF THE 5-FOOT DRAINAGE AND UTILITY EASEMENTS
ALONG BOTH SIDE YARDS AND THE 5-FOOT WALL AND 10-FOOT
DISTRIBUTION EASEMENTS IN THE REAR YARD AT
1561 DUSTY PINE DRIVE
PROJECT NO.: VAC-25-038**

NOTICE IS HEREBY GIVEN, pursuant to Article II, Chapter 153 of the Code of Ordinances of the City of Ocoee, that on **TUESDAY, AUGUST 5, 2025, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOOE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the vacation of the 5-foot drainage and utility easements along the side yards and 5-foot wall and 10-foot distribution easements in the rear yard of the property located at 1561 Dusty Pine Drive and to consider the adoption of the following resolution:

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, ABANDONING AND VACATING THE 5-FOOT DRAINAGE AND UTILITY EASEMENTS ALONG BOTH SIDE YARDS AND THE 5-FOOT WALL AND 10-FOOT DISTRIBUTION EASEMENTS IN THE REAR YARD OF LOT 270 OF FOREST LAKE ESTATES PHASE 2, AS RECORDED IN PLAT BOOK 97, PAGE 68, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. PROVIDING FOR RECORDATION; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed actions. The complete case file, including a complete legal description by metes and bounds, may be inspected at the Ocoee Development Services Department, 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

The City Commission may continue the public hearings to other dates and times, as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.
July 24, 2025

25-01987W

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
1561 DUSTY PINE DRIVE – FERMAINT PROPERTY
VARIANCE REQUEST
CASE NUMBER: VR-25-01

NOTICE IS HEREBY GIVEN, that the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** on **TUESDAY, AUGUST 5, 2025, at 6:15 P.M.** or as soon thereafter as possible, at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, in order to consider the petition of Edwin and Monica Fermaint for a variance according to the provisions of Article IV, Subsection 4-9 of the City of Ocoee Land Development Code (LDC). The property is located at 1561 Dusty Pine Drive and is assigned parcel ID # 05-22-28-2853-02-700.

Action Requested: The applicant is requesting two (2) variances as follows: (1) a variance to Article V Section 5-4D of the Land Development Code to encroach into the minimum 2-foot side and rear setback for impervious materials by 0.5 feet for a proposed ISA setback of 1.5 feet and (2) a variance to the Forest Lake Estates Planned Unit Development (PUD) Preliminary/ Final Subdivision Plan to exceed the maximum allowed 65 percent impervious surface area (ISA) by four (4) percent, which is the minimum additional ISA needed to keep the proposed 69% ISA if the requested easement vacations were also approved. The requested variances are for the purpose of installing and retaining a paver patio and walkways on both side yards and concrete and pavers in the rear yard.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings, which shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

July 24, 2025

25-01988W

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 25

Contact Name: Mark Olson
Contact Number: Ext. 3355

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Public Hearing to Adopt the Annual Code Enforcement Abatement Assessment Resolution to certify the FY 2026 Non-Ad Valorem Assessment Tax Roll for Abatement Cost Recovery. (Police Chief Ogburn)

Background Summary:

Section 115-1 of the City Code of Ordinances establishes the geographic limits of the City of Ocoee as a special assessment district, authorizing the City Commission to levy a non-ad valorem assessment against properties where the City has abated a nuisance but has not been reimbursed for the cost of such abatement. Resolution 2017-003 requires the City Commission to adopt a resolution certifying the non-ad valorem assessment tax roll following a public hearing before September 15 of each year. There are presently six properties that will be assessed to recover the cost of abatements performed by the city. The owners of each of these properties were notified by first-class mail of the non-ad valorem assessment and of the scheduled public hearing at which time the City Commission would consider adding the cost of abatement to their FY2026 property taxes. The form and content of these notifications conform to the requirements described in Section 197.3632, Florida Statutes. The identified addresses and amount of costs are: 1204 Willow Creek Road Ocoee, FL (\$1,385.08), 1414 E. Silver Star Road Ocoee, FL (\$468.15), 251 Maine Street Ocoee, FL (\$561.59), 2702 Child Street Ocoee, FL (\$295.38), 881 Kimball Drive Ocoee, FL (\$962.56). This totals \$3,672.76, which can be applied to the FY 2026 tax bill.

Issue:

Should the Honorable Mayor and City Commissioners consider adding the cost of abatement of the listed properties to their FY 2026 Non-Ad Valorem Assessment for Code Enforcement Abatements and certify the Code Enforcement Abatement Assessment Tax Roll?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners approve the proposed resolution to approve adding the cost of abatement of the listed properties to their FY 2026 Non-Ad Valorem Assessment for Code Enforcement Abatements and certify the Code Enforcement Abatement Assessment Roll.

Attachments:

1. Sample Notice of Hearing Letter
2. Resolution FY 2026
3. Appendix A - Assessment Roll
4. Appendix B - Certificate to Non-Ad Valorem Assessment Roll
5. Advertisement

Financial Impacts:

As of June 18, 2025, the City of Ocoee has unpaid code enforcement abatement costs totaling \$3,672.76 that can be placed on the FY 2026 tax bill. This amount includes the cost of abatement, interest accruing at an annual rate of 18% compounded until September 30, 2025, and administrative expenses related to lien filings. The recovery of these costs via a non-ad valorem special assessment is to be collected using the uniform method, as prescribed in Section 197.3632, Florida Statutes.

Type of Item: Public Hearing



Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

Chief of Police
Vincent L. Ogburn Sr.

***** THIS IS NOT A BILL *****

CITY OF OCOEE, FLORIDA

**NOTICE OF PUBLIC HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION
OF CODE ENFORCEMENT NON-AD VALOREM
ASSESSMENTS**

NOTICE DATE: JULY 01, 2025

Parcel Tax ID:

Legal:

Address:

***** NOTICE TO PROPERTY OWNER *****

Notice is hereby given by the City of Ocoee that a Code Enforcement Non-Ad Valorem Assessment will be levied on the above-described parcel on your next tax bill, in accordance with Section 197.3632, Florida Statutes, and Section 115-1 of the Code of Ordinances of the City of Ocoee.

The purpose of this assessment is to reimburse the City of Ocoee for costs incurred after abating or remedying the above-described parcel from a Code Enforcement violation that, after due notice and time to remedy the violation, the property owner, for whatever reason, failed or refused to remedy and has failed or refused to reimburse the City for the costs incurred during said abatement or remedy.

The Code Enforcement Non-Ad Valorem Assessment for the above-described parcel is **\$327.39**.

A public hearing will be held at **6:15 pm or soon thereafter on Tuesday, August 05, 2025**, in the City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida 34761 for the purpose of receiving public comment on the proposed assessment. You and other affected property owners have a right to appear at the hearing and to file comments or written objections with the City Commission within 20 days of this Notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.



Mayor
Rusty Johnson

Commissioners
Scott R. Kennedy
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver III
District 4

City Manager
Craig Shadrix

Chief of Police
Vincent L. Ogburn Sr.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

A copy of the Nuisance Abatement Ordinance is available online at www.ocoe.org and is available for inspection at the office of the City Clerk, located at 1 North Bluford Avenue, Ocoee, Florida.

The ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. Should you have any questions regarding the Code Enforcement Non-Ad Valorem Assessments please contact the Code Enforcement at (407) 905-3106, Monday through Friday between 8:00 a.m. and 5:00 p.m.

RESOLUTION 2025-_____

CITY OF OCOEE

**CODE ENFORCEMENT NON-AD VALOREM
ASSESSMENT RESOLUTION FOR
FISCAL YEAR 2026**

AUGUST 05, 2025

RESOLUTION

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, CITY COMMISSION RELATING TO THE COLLECTION OF UNPAID LIENS FROM CODE ENFORCEMENT ABATEMENT ACTIONS THROUGHOUT THE CITY OF OCOEE; STATING THE PURPOSE OF SUCH EFFORTS; PROVIDING DEFINITIONS; ENDORSING THE UNIFORM METHOD OF ASSESSING ABATEMENT COSTS AGAINST ASSESSED PROPERTIES LOCATED WITHIN THE CITY OF OCOEE; APPROVING THE NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2025; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Subsection C-8(Q) of the City of Ocoee Charter ("City Charter") authorizes the City of Ocoee ("the City") to require all lands, property, lots, bodies of water, and other premises within the City limits to be kept clean, sanitary, and free from excessive weed growth; and

WHEREAS, Subsection C-8(Q) of the City Charter allows the City to make such properties clean, sanitary, and free from excessive weed growth at the expense of the owner; and

WHEREAS, the City has the obligation to abate nuisances and violations that are a risk to the public health, safety, and welfare under the provisions of the City Charter and the Chapter 115 of City of Ocoee Code of Ordinances ("City Code"); and

WHEREAS, the owners of property involved in an abatement have an obligation under Chapter 115 of the City Code to pay the City for the cost incurred by the City through abatement, plus allowable interest; and

WHEREAS, in cases where such costs remain unpaid, the City intends to use all available methods of collecting such assessments as non-ad valorem assessments; and

WHEREAS, the City Commission has adopted a clear method for determining and collecting such non-ad valorem assessments consistent with the procedures provided by the

Chapter 115 of the City Code and Section 197.3632, Florida Statutes, including collecting such assessments on the uniform tax bill for each Fiscal Year beginning on October 1; and

WHEREAS, City Code Chapter 115, as amended on February 21, 2017, establishes the City as a special assessment district relating to abatements; and

WHEREAS, as a special assessment district, the City Commission is authorized to levy a non-ad valorem assessment against properties where, in accordance with Chapter 115, a violation occurred, the City took action to abate, and the owner has failed, for whatever reason, to pay the City for the costs incurred in carrying out the abatement; and

WHEREAS, the City, county property appraiser, and county tax collector currently have an agreement by which the property appraiser and tax collector collect non-ad valorem assessments on behalf of the City; and

WHEREAS, notice of the assessment and public hearing was issued in accordance with Chapter 115 of the City Code and Section 197.3632(4)(b), Florida Statutes; and

WHEREAS, a public hearing was held on August 05, 2025, for comments and objections of all interested persons to be heard and considered, as required by the terms of the Chapter 115 of the City Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. AUTHORITY.

This Resolution is adopted pursuant to the provisions of Ordinance No. 2017-003 ("the Ordinance"); Chapter 115 of the City Code; the Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Sections 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This Resolution sets forth and approves the collection of the Non-Ad Valorem Assessment Roll “(Assessment Roll)”, as defined in Section 115-1.F. of the City Code, for Fiscal Year 2026 through the procedure described in Section 115-1.C. of the City Code.

(B) Fiscal Year 2026 is defined as the period of time from October 1, 2025 through September 30, 2026.

(C) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Ordinance No. 2017-003, as amended. Any uncertainty regarding the meaning of a term used herein shall be resolved in favor of the Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa.

SECTION 3. APPROVAL OF THE ASSESSMENT ROLL.

The Assessment Roll attached as Appendix A is hereby approved and shall be delivered to the Orange County Tax Collector for collection using the tax bill collection method and the manner described in the Ordinance on or before September 15, 2025, together with the correction of any errors or omissions, as provided for in the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 4. EFFECT OF ADOPTION OF RESOLUTION.

This Resolution establishes the Code Enforcement Abatement Non-Ad Valorem Assessments to be imposed in the 2026 Fiscal Year, certifies the Assessment Roll for the 2026 Fiscal Year with such adjustments as the City Commission deems just and right, and authorizes the Mayor of the City of Ocoee to execute collection of said Code Enforcement Non-Ad Valorem

Assessments through the County Property Appraiser and the County Tax Collector. The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the amount due, the method of assessment, and the Assessment Roll), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 5. SEVERABILITY.

If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 6. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. APPROVED
AS TO FORM AND LEGALITY THIS ____
DAY OF _____, 2025.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____.**

By: _____
City Attorney

APPENDIX A

ASSESSMENT ROLL

APPENDIX B

**CERTIFICATE TO NON-AD VALOREM
ASSESSMENT ROLL**

Parcel ID Number	Street Address	Total Amount Owed
82228881600290	881 KIMBALL DR	\$962.56
162228906301310	2702 CHILD ST	\$295.38
202228000000015	251 MAINE ST	\$561.59
162228000000042	1414 E SILVER STAR RD	\$468.15
82228881000900	1204 WILLOW CREEK RD	\$1,385.08
	Total	\$3,672.76



**CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of City of Ocoee, located in Orange County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 5th day of August ☐ , 2025 year .

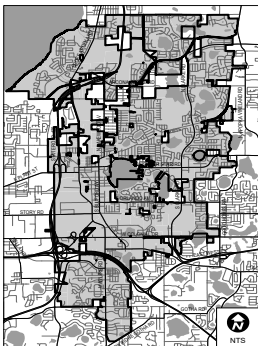
Chairman of the Board or authorized agent
of City of Ocoee
Name of local government
Orange County, Florida

**NOTICE OF PUBLIC HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION
OF CODE ENFORCEMENT NON-AD VALOREM ASSESSMENTS**

The City of Ocoee, Florida (the “City”) hereby provides notice, in accordance with Section 197.3632, Florida Statutes, and Section 115-1 of the Code of Ordinances of the City of Ocoee, that a Code Enforcement Non-Ad Valorem Assessment will be levied, on the next tax bill, against any property within the incorporated area of the City, as shown in the adjacent map, that has failed or refused to reimburse the City for costs incurred during abating or remediating a Code Enforcement violation on that property.

A public hearing will be held at 6:15 pm, or soon thereafter, on Tuesday, August 05, 2025, in the City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida 34761 for the purpose of receiving public comment on the proposed assessment. All affected property owners have the right to appear at the public hearing and the right to file written objections to the City Commission within 20 days of this publication date.

If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.



July 3, 2025

25-01739W

STAFF REPORT

Meeting Date: August 5, 2025
Item #: 26

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Public Hearing for Adoption of Resolution Increasing Rates for Solid Waste/Residential Service. (Public Works Director Krug)

Background Summary:

The Solid Waste Fund has reported a negative net position for several years. City staff have conducted a thorough historical evaluation of the issue and developed a comprehensive plan to restore the fund's financial stability. The plan includes a one-time \$1.3 million transfer from the General Fund to address the deficit, along with a rate adjustment to meet ongoing obligations and support the long-term sustainability of the fund.

The City Commission approved Resolution No. 2023-005 on April 18, 2023, to establish the current rate for solid waste/residential curbside services for garbage, recycling and yard & bulk waste collection. Public Works is requesting the City Commission approve an increase in order to adequately cover the actual cost of administering this contracted service and a transfer from the General Fund of \$1,300,000.00 to restore the financial stability of Solid Waste Fund. Public Works worked with Finance to determine the long-term sustainability of this fund requires an additional increase of \$42.00 annually per service household. The current rate is \$298.24 annually. The new rate will include the 1.4% annual increase at \$302.42, plus the additional \$42.00 annual fee, to provide a new annual fee of \$344.42 (approximately \$28.71 monthly). Approval of a Resolution will adopt the new rate which provides an increase of \$584,024.00 from the current year. Certification of the Non-Ad Valorem Assessment Roll for Solid Waste Inclusion on the Orange County Tax Roll for FY 2025/2026 will be brought before the City Commission for approval at the August 19th meeting.

Issue:

Should the Honorable Mayor and City Commissioners adopt an updated resolution to increase the rate for residential solid waste to \$344.42 annually and authorize the transfer of \$1,300,000.00 from the General Fund to the Solid Waste Enterprise Fund to meet ongoing obligations and support the long-term sustainability of the fund?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners adopt an updated resolution to increase the rate for residential solid waste to \$344.42 annually and authorize the transfer of \$1,300,000.00 from the General Fund to the Solid Waste Enterprise Fund to meet ongoing obligations and support the long-term sustainability of the fund.

Attachments:

1. Resolution
2. Advertisement

Financial Impacts:

The increase in the residential rate fee will adequately fund the City's Solid Waste enterprise. The transfer is adequately available in the General Fund.

Type of Item: Public Hearing

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, INCREASING RATES FOR SOLID WASTE/RESIDENTIAL CURBSIDE (GARBAGE, RECYCLING AND YARD & BULKY WASTE) SERVICE; REPEALING RESOLUTIONS OR PORTIONS OF RESOLUTIONS INCONSISTENT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Section 143-8 of the Code of Ordinances of the City of Ocoee, Florida, Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

WHEREAS, the City Commission has determined it is necessary to increase the rates for the residential curbside (garbage, recycling and yard & bulky waste) services in order to contract services to the City's solid waste services franchisee; and

WHEREAS, the provisions of Chapter 143 of the City of Ocoee Code require that the solid waste services rates be approved by the City Commission at an advertised public hearing.

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

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Section 143-8 of the Code of Ordinances of the City of Ocoee, Florida, Article VIII of the Constitution of the State of Florida and Chapter 166, Florida statutes.

SECTION 2. Repeal of Resolution 2023-05. Resolution No. 2023-05, adopted April 18, 2023, is hereby repealed in its entirety.

SECTION 3. Increased Rates for Solid Waste/Residential Curbside (Garbage, Recycling and Yard & Bulky Waste) Services. Pursuant to Section 143-8 (A) of the Code of Ordinances of the City of Ocoee, the City Commission of the City of Ocoee hereby establishes the following rates for the residential curbside (garbage, recycling and yard & bulky waste) services:

Effective October 1, 2025 with an initial fee of \$28.70 monthly (\$344.42 annually) and a 1.4 percent annual increase per customer.

SECTION 4. Advertised Public Hearing. Pursuant to Section 143-8(A), this resolution was adopted by the City Commission of the City of Ocoee at an advertised public hearing on August 5, 2025.

SECTION 5. Inconsistent Resolutions. The provisions of resolutions or parts thereof which are inconsistent or in conflict with this Resolution are hereby repealed.

SECTION 6. Severability. If any section, subsection, sentence, clause or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

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

PASSED AND ADOPTED this ____ day of _____, 2025.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

By: _____
Melanie Sibbitt, City Clerk

By: _____
Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, FLORIDA:
APPROVED AS TO FORM AND LEGALITY
this ____ day of _____, 2025.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING
HELD ON _____, 2025
UNDER AGENDA ITEM NO. ____

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

CITY OF OCOEE
NOTICE OF PUBLIC HEARING
NOTICE OF INTENT TO INCREASE
SOLID WASTE/RESIDENTIAL CURBSIDE SERVICE FEES

NOTICE IS HEREBY GIVEN, pursuant to Chapter 143-8.A, of the Code of the City of Ocoee, that on **Tuesday, August 5th, at 6:15 p.m.**, or as soon thereafter as practical, the **OCOOE CITY COMMISSION** will hold a **PUBLIC HEARING** at the Ocoee City Commission Chambers, 1 North Bluford Avenue, Ocoee, Florida, to consider the following Resolution:

A RESOLUTION OF THE CITY OF OCOEE, FLORIDA, INCREASING RATES FOR SOLID WASTE/RESIDENTIAL CURBSIDE (GARBAGE, RECYCLING AND YARD & BULKY WASTE) SERVICE; REPEALING RESOLUTIONS OR PORTIONS OF RESOLUTIONS INCONSISTENT THEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The City Commission may continue the public hearing to other dates and times as desires. Any interested party shall be advised that the dates, times, and places of any continuation of this or continued public hearings shall be announced during the hearing and that no further notices regarding these matters will be published.

A copy of the proposed Resolution may be inspected at the Ocoee City Clerk Department, 1 North Bluford Avenue, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. Interested parties may appear at the meeting and be heard with respect to the proposed Resolution. Any person who desires to appeal any decision made during the public hearing will need a record of the proceeding and for this purpose may need to ensure that a verbatim record of the proceeding is made which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this processing should call 407-905-3105 at least 48 hours prior to the hearing to make arrangements.

July 24, 2025

25-01989W
