OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

January 6, 2026 **AGENDA** **6:15 PM**

REGULAR CITY COMMISSION MEETING

- **STATE OF THE CITY - 5:45 PM**
- **CALL TO ORDER**

  Invocation

  Pledge of Allegiance

  Roll Call and Determination of Quorum
- **PRESENTATIONS AND PROCLAMATIONS**

  CRNA Week Proclamation 2026
- **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 December 16, 2025. **(Acting City Clerk Parks)**
  2. Approval of Reappointments to the Citizen Advisory Council for Ocoee Police Department (CACOPD). **(Acting City Clerk Parks)**
  3. Approval of the Elan Ocoee Crown Point Mixed Use Utility Easement. **(Development Engineer Keaton)**
  4. Approval to Piggyback the Sourcewell Contract RFP #011124 with Galls, LLC for the Purchase of Police Uniforms and Related Equipment. **(Police Chief Ogburn)**
  5. Approval of a Voluntary Cooperation Mutual Aid Agreement between the City of Ocoee, Florida Department of Law Enforcement (FDLE), and other Participating Regional Agencies, to form an Orlando Regional Operations Center Child Abduction Team. **(Police Chief Ogburn)**
  6. Approval to Award Request for Proposals (RFP) #26-002 Special Magistrate Services. (**Procurement Manager Tolbert**)
  7. Approval to Replace the Base Station for the Sensus FlexNet Metering System. **(Utilities Director Bolling)**

8. Approval of License Agreement Between Florida Central Railroad Company, LLC (FCEN) for the Clarke Road Force Main Relocation Project. **(Utilities Director Bolling)**
9. Approval of Projects that were Awarded Funding under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program. **(Public Works Director Krüg)**

- **FIRST READING OF ORDINANCE**

10. First Reading of Ordinance 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07. **(Deputy Development Services Director Whitfield)**

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

- **PUBLIC HEARING**

- **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, Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses, providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted profession; and

Whereas, Legislation passed by Congress in 1986 made nurse anesthetists/anesthesiologists the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

Whereas, CRNAs are the primary anesthesia providers in rural communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

Whereas, CRNAs practice in every setting in which anesthesia is delivered - from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals; from ambulatory surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain management specialists and more; and

Whereas, CRNAs are qualified to make independent judgments regarding all aspects of anesthesia care based on their education, training and licensure; and

Whereas, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients - from newborns to seniors - for every type of procedure in all types of facilities; and

Whereas, CRNAs' experience in critical care nursing in addition to anesthesia care, provides the training and education to address unique healthcare challenges of some of our sickest patients, including veterans; and

Whereas, the period of January 18-24, 2026, has been designated as National CRNA Week.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COMMISSION OF THE CITY OF OCOEE, does hereby declare the week of January 18-24, 2026, as

"National Certified Registered Nurse Anesthetists Week"

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 6th day of January, 2026.*

Rusty Johnson, Mayor

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

December 16, 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 Firstner, and Commissioner Oliver

Absent: None

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

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

Ocoee Music Festival Dash of the Century 5K Beneficiary Check Presentation – Beth Otts with Chick-fil-A provided a brief overview of the 2025 Ocoee Music Fest 5K event and thanked City staff, sponsors, and the Community for their support. She then presented a check to Terrie Scott of A Heart to Give, Inc., who shared the organization's mission and website information.

Healthy West Orange Trails Connection (HWOTC) 2025 Program Update – Patrick Panza, *Bike/Walk Central Florida Operations Director,* provided the City Commission with a progress update on the Healthy West Orange Trails Connection program, outlining the foundational background, framework, and planning and analysis efforts to date. He concluded by presenting the proposed 2026 implementation plan.

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

- **PUBLIC COMMENTS** 6:36 PM

The following persons addressed the City Commission:

- **Dr. Jim Moyer**, *Orange Soil and Water Conservation District 2 Representative*, gave an update on the Orange Soil and Water Organization, including the number of representatives and the need for community involvement. He also shared his concerns regarding Starke Lake, which **Mayor Johnson** addressed

- **Doug Gomber,** *Ocoee Resident,* spoke on the softball fields and inquired about specific clauses that can be included in the sales contract. **City Attorney Geller** addressed his inquiry.

- **CONSENT AGENDA** 6:43PM

Consent Agenda Motion
Motion: Move to adopt Consent Agenda Items #1-3; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held December 2, 2025.
   (City Clerk Sibbitt)
2. Approval of City of Ocoee Participation in Healthy West Orange Trails Connection (HWOTC) FY26 Cost-Sharing. **(Concurrency & Commitment Coordinator McFarlane)**
3. Approval of Educational Affiliation Agreement with Valencia College. **(Deputy Fire Chief Van Camp)**

- **FIRST READING OF ORDINANCE -** None

- **SECOND READING OF ORDINANCE – PUBLIC HEARING –** None

- **PUBLIC HEARING** 6:44 PM

4. Approval of Resolution of Intent to Use the Uniform Method of Collection for Non-Ad Valorem Special Assessment. **(Utilities Director Bolling)**

Utilities Director Bolling provided a summary outlining the requirement to connect to the sewer system and the proposed approach to assist the 41 downtown customers who are required to connect to the City's sewer system under state law and the 2016 Bond, which funded much of the downtown sewer construction. The City has also secured a $700,000 Florida Springs Protection Grant to cover construction costs for connecting the 41 private properties. A condition of the grant requires all affected customers to comply with state law and complete the sewer connection.

To assist residents with this fee, the Utilities Department is evaluating payment options for Commission consideration. One option is a non-ad valorem tax assessment, which would allow participating customers to make installment payments through their tax bill.

Commissioner Wilsen inquired whether the assessment remains with the property if a resident sells their home, and **Utilities Director Bolling** addressed her question. **Mayor Johnson** inquired if this connection extends to Starke Lake. **Utilities Director Bolling** addressed his inquiry and advised that the majority of this request is for Floral Street and Bluford Avenue only at this time. **Commissioner Oliver** asked what the sewer capital fee is mandated by the Code. **Utilities Director Bolling** addressed his inquiry.

City Attorney Geller read the title of the resolution.

The public hearing was opened. As no one wished to speak, the public hearing was closed.

Motion: Move to approve Resolution No. 2025-15 For Intent to Use the Uniform Method of Collection for the Non-Ad Valorem Special Assessment; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

- **REGULAR AGENDA** 6:52 PM

5. Approve Staff to Negotiate a Single-Source Vendor Contract with Cover The Tees to Upgrade the Driving Range at Forest Lake Golf Club. **(Parks and Leisure Services Director Johnson)**

Parks and Leisure Services Director Johnson explained the City's acquisition of Forest Lake Golf Club, along with City staff's plan to develop an operational plan and present proposed upgrades at a future workshop meeting. He advised that internal staff discussions have included a master plan identifying elements that would introduce entertainment, technology, and family-friendly gathering spaces to the golf course, while still preserving the experience for the everyday golfer. Staff has identified a single-source vendor "Cover The Tees" with the specialized expertise and experience necessary to deliver the structural components of the driving range upgrades.

Commissioner Oliver stated that he would like the agreement to include a provision requiring the vendor to use qualified local contractors to assist with the construction.

Motion: Move to approve Staff to Negotiate a Single-Source Vendor Contract with Cover the Tees to Upgrade the Driving Range at Forest Lake Golf Club; Moved by Commissioner Kennedy, seconded by Commissioner Oliver; Motion carried 5-0.

Mayor Johnson requested $2500 from Contingency Funds to support the Blueline Gala and secure a table. **Police Chief Ogburn** provided a summary of the program. **Commissioner Kennedy** shared that he personally contributed a table donation to the organization using his discretionary funds.

Motion: Move to approve $2500 from Contingency Funds for a table donation at the Blueline Gala; Moved by Commissioner Wilsen, seconded by Commissioner Firstner; Motion carried 5-0.

Mayor Johnson provided an update on upcoming City closures and events in December and January. He also praised the success of the Jolly Jamboree, commending all staff involved, as well as City management and staff for their efforts in planning and coordinating the event.

- **COMMENTS FROM COMMISSIONERS** 7:02 PM

Commissioner Kennedy – Commented on the following: 7:02 PM - 7:05 PM *(the clock was stopped from 7:02 PM – 7:05 PM)*

1) Inquired about the progress with traffic issues involving the surrounding Orange County Schools and asked for an update on a representative from Orange County Public Schools attending a Commission Meeting to discuss this issue. **Police Chief Ogburn** addressed his inquiry.

Commissioner Wilsen – Commented on the following: 7:05 PM – 7:06 PM

1) Announced that a plaque honoring former Parks and Recreation Advisory Board Member Gordon Applegate will be installed at the skatepark tomorrow at 4:30 PM.

2) Announced that the Police Department offers lockboxes for homes, allowing first responders access to a key during emergencies. Eligibility is subject to certain criteria.

3) Stated that the Dinner with Santa and Jolly Jamboree events were both great events, with great community response.

4) Wished everyone Happy Holidays.

Commissioner Firstner – Commented on the following: 7:07 PM – 7:07 PM

1) Expressed his happiness with the City's holiday décor and thanked City staff.

Commissioner Oliver – Commented on the following: 7:07 PM – 7:07 PM

1) Announced that he has a meeting with an Orange County School Board representative in January and asked for permission to mention the school traffic issue, during their meeting.

2) Wished everyone a Merry Christmas and Happy Holidays.

Mayor Johnson – Commented on the following: 7:07 PM – 7:11 PM

1) Inquired about the number of Community Service Aids (CSA) on patrol and asked if they could be moved to a certain area. **Police Chief Ogburn** addressed his inquiry. **City Manager Shadrix** stated that he will speak with the Police Chief regarding this request and proper protocol for crossing guards.

2) Wished everyone a Merry Christmas and Happy Holidays.

- **ADJOURNMENT** 7:11 PM

Attest: **City of Ocoee**

_____ _____

Melanie Sibbitt, City Clerk **Rusty Johnson, Mayor**

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of Reappointments to the Citizen Advisory Council for Ocoee Police Department (CACOPD). (Acting City Clerk Parks)

Background Summary:

Members of the Citizen Advisory Council for Ocoee Police Department (CACOPD) serve three-year terms. The Resolution creating the Board allows no more than nine (9) members. Currently, the Board has six (6) members.

The terms of Members Robery Garay, Warren Lewis, Brad Lomneck, and Jason Mellen expire January 2026. Members Garay and Lewis have expressed interest in serving another three-year term. In 2025, both Member Lewis and Member Garay attended three (3) of the three (3) scheduled meetings.

There are no other applications on file.

Issue:

Should the Honorable Mayor and City Commission reappoint Member Garay and Member Lewis to the CACOPD to serve another three-year term ending January 2029?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission reappoint Member Garay and Member Lewis to the CACOPD to serve another three-year term ending January 2029.

Attachments:

1. Reappointment Email - Robert Garay
2. Reappointment Email - Warren Lewis
3. 2025 CACOPD Attendance Log

Financial Impacts:

None

Type of Item: Consent

From: Decruiz, Maiya
To: Parks, Victoria
Subject: Fw: CACOPD Term Expiring 2026
Date: Tuesday, December 9, 2025 10:37:41 AM
Attachments: Outlook-23yg0b4a.png
Outlook-1wncw0rb.png
Outlook-iqqnzl3v.png

Please see the below email.

Have a great day,

Maiya Decruiz

Code Enforcement Administrative Assistant
OCOEE POLICE DEPARTMENT
646 OCOEE COMMERCE PARKWAY | OCOEE, FL 34761
407-905-3160 Ext. 7075| Direct Number: 407-554-7075

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Please treat this and all other communications as LAW ENFORCEMENT SENSITIVE & FOR OFFICIAL USE ONLY.

From: Robert Garay <robert.j.garay@gmail.com>
Sent: Tuesday, December 9, 2025 10:05 AM
To: Decruiz, Maiya <MDecruiz@ocoee.org>
Subject: Re: CACOPD Term Expiring 2026

Yes, please include me for another term.

Good luck with law school!

Thanks,
Rob

Sent from my iPhone

From: Decruiz, Maiya
To: Parks, Victoria; walewis051515@gmail.com
Cc: City Clerks Distribution List
Subject: Fw: CACOPD Term Expiring 2026
Date: Monday, December 15, 2025 10:38:02 AM
Attachments:

Good morning,
Please see the below email.

Respectfully,

Maiya Decruiz
Code Enforcement Administrative Assistant
OCOEE POLICE DEPARTMENT
646 OCOEE COMMERCE PARKWAY | OCOEE, FL 34761
407-905-3160 Ext. 7075| Direct Number: 407-554-7075

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Please treat this and all other communications as LAW ENFORCEMENT SENSITIVE & FOR OFFICIAL USE ONLY.

From: Warren Lewis <walewis051515@gmail.com>
Sent: Monday, December 15, 2025 10:33 AM
To: Decruiz, Maiya <MDecruiz@ocoee.org>
Cc: Ogburn, Vincent <VOgburn@ocoee.org>; Heard, Kathy <KHeard@ocoee.org>; Sibbitt, Melanie <MSibbitt@ocoee.org>
Subject: Fwd: CACOPD Term Expiring 2026

Good Morning Ms. DeCruiz,

In response to your December 9th email inquiry seeking interest in re-appointment to the

Citizen Advisory Council for Ocoee Police Department (CACOPD), I wish to submit my positive response for interest in a 3-year reappointment term.

Sincerely,

Warren A. Lewis

---------- Forwarded message ---------
From: **Decruiz, Maiya** <MDecruiz@ocoee.org>
Date: Tue, Dec 9, 2025 at 8:47 AM
Subject: Re: CACOPD Term Expiring 2026
To: blomneck1@gmail.com <blomneck1@gmail.com>, walewis051515@gmail.com <walewis051515@gmail.com>, jasonmellen74@gmail.com <jasonmellen74@gmail.com>, robert.j.garay@gmail.com <robert.j.garay@gmail.com>
Cc: City Clerks Distribution List <CCDL@ocoee.org>

Correction, please respond no later than **Wednesday, December 24, 2025**.

Florida Sunshine Law precludes any discussion outside of a public forum, as multiple Board members are addressed in this email, PLEASE REPLY TO ME, do not "Reply to All"

Respectfully,

Maiya Decruiz
Code Enforcement Administrative Assistant
OCOEE POLICE DEPARTMENT
646 OCOEE COMMERCE PARKWAY | OCOEE, FL 34761
407-905-3160 Ext. 7075| Direct Number: 407-554-7075

Board Member	Term Exp Year (January)	Appointed/Renewed	January	March	May - No Quorum	July	September - No Quorum	November - Thanksgiving - No Meetin	Attendance Ratio
Annette Brown	2028	2025	P	P	NA	P	NA		3/3
Robert Garay	2028	2025	P	P	N	P	Y		3/3
Warren Lewis CH	2026	2023	P	P	Y	P	Y		3/3
Brad Lomneck	2026	2023	P	P	Y	A	NA		2/3
Gregory Meeks	2027	2024	P	P	Y	P	Y		3/3
Jason Mellen VC	2026	2023	P	P	NA	P	NA		3/3
vacant seat									
vacant seat									
vacant seat									

P = Present
A = Absent
Y= Yes {use when no qourum is met}
N= No {use when no qourum is met}
N/A= No response {use when no qourum is met}

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 3

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Craig Shadrix

Subject: Approval of the Elan Ocoee Crown Point Mixed Use Utility Easement. (Development Engineer Keaton)

Background Summary:
The Elan Ocoee Crown Point Mixed Use project is located in Commission District 1, on the west side of Ocoee Apopka Rd and the north side of State Road 429 (next to Ocoee High School). As part of this new mixed use development, a City of Ocoee reclaimed water service line was installed to provide irrigation service to the project. Orange County Utilities provides both potable water and sewer for this area. As a staff condition of site plan approval, the developer agreed to provide a utility easement around the public portion of the reclaimed water service line and meter located on the development parcel. The easement will allow the Utilities Department to access, operate, and maintain the reclaimed water line.

Issue:
Should the Honorable Mayor and City Commission accept the Utility Easement as provided by Elan Ocoee Crown Point Mixed Use development?

Recommendations:
Staff recommends the Honorable Mayor and City Commission approve and authorize the Mayor to execute the Utility Easement for the Elan Ocoee Crown Point Mixed Use development.

Attachments:
1. Elan Crown Point - Utility Easement

Financial Impacts:
There are no financial impacts to the City in accepting this Utility Easement.

Type of Item: Consent

PREPARED BY AND
RETURN TO AFTER RECORDING:
Parker LeCorgne
301 E Pine St, Ste 300
Orlando, FL 32801

Tax parcel identification number 06-22-28-0000-00-086

UTILITIES EASEMENT

THIS UTILITIES EASEMENT (the **"Easement"**) is made this ___ day of December 2025, by GS Crown Point Owner, LLC a Florida limited liability company, having a mailing address of 788 E Las Olas Blvd Ste 201, Fort Lauderdale, FL 33301-2674 ("GRANTOR"), in favor of **CITY OF OCOEE,** a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 **("GRANTEE").**

WITNESSETH:

GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to GRANTEE a perpetual, non-exclusive utility easement to enter upon, construct and maintain, as GRANTEE deems necessary, a water meter, pipes, and related appurtenances (the **"Utility Improvements"**) under and across that certain easement area more particularly described and depicted in the attached **Exhibit "A"** (the **"Easement Area").**

TO HAVE AND TO HOLD said Easement onto GRANTEE and its assigns forever, subject to all matters of record.

GRANTOR AGREES not to build, construct, install or create, nor permit others to build, construct, install or create any landscaping, fences, structures, shrubs/trees, or other obstructions within the Easement Area that would in any way hinder the access, operation, and maintenance of the Utility Improvements within the Easement Area. Any landscaping to be installed within the Easement Area shall be approved by the City of Ocoee Utilities Department. In addition, no trees shall be installed within ten (10) feet of the Utility Improvements.

GRANTEE shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, operation, and maintenance of the Easement. GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to GRANTEE'S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards. Any irrigation, sidewalk or pavement installed within the Easement Area that will impede the GRANTEE'S ability to maintain or repair the Utility Improvements shall be restored at GRANTOR'S expense.

This Easement shall inure to the benefit and burden of both GRANTOR and GRANTEE, their successors, and assigns.

GRANTEE may at any time increase its use of the Easement, change the location of water meters, pipes or other facilities within the boundaries of the Easement right of way, or modify the size of existing water meters, pipes or other facilities as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTOR or GRANTOR's successors or assigns, provided GRANTEE does not expand its use of the Easement beyond the Easement Area.

{Signatures on following page}

IN WITNESS WHEREOF, GRANTOR has caused this Easement to be executed in its name on the day and year first above written.

Signed, Sealed and Delivered in the Presence of Witnesses:

Signature of first witness

Luke Hurbanis
Name of first witness

Address: 301 E Pine St, Ste 300
Orlando, Florida 32801

Signature of second witness

Scott W Steckroth
Name of second witness

Address: 301 E Pine St, Ste 300
Orlando, Florida 32801

GS Crown Point Owner, LLC

By: _____
Name: R. Parker LeCorgne
Title: Authorized Representative

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged this 16 day of December 2025, by R. Parker LeCorgne, as Authorized Representative of GS Crown Point Owner, a Florida limited liability company, who personally appeared before me and acknowledged that he/she _ signed the instrument voluntarily for the purpose stated herein on behalf of the company.

{Notary Seal}

LUKE HURBANIS
Notary Public - State of Florida
Commission # HH 470771
My Comm. Expires Dec 6, 2027
Bonded through National Notary Assn.

Signature of Notary Public
Luke Hurbanis
Name of Notary Public

CITY:

Signed, sealed and delivered in the Presence of:

CITY OF OCOEE, FLORIDA

By:_____

By: _____
Rusty Johnson, Mayor

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

By: _____

Print Name: _____
Address: 1 N. Bluford Ave. Ocoee, FL 34761

Attest: _____
Melanie Sibbitt, City Clerk

(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 CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 20___ UNDER AGENDA ITEM NO. _____.

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, by means of ☐ physical presence or ☐ online notarization, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and **MELANIE SIBBITT**, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA**, and that they severally acknowledged executing the same 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 ____ day of _____, 2025.

_____
Signature of Notary

_____
Name of Notary (typed, printed or stamped)
Commission Number (if not legible on seal):_____
Commission expires (if not legible on seal):_____

Exhibit A

{See attached 2 pages for easement area}

SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND IN SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERN MOST CORNER OF OCOEE ELAN CROWN POINT, PHASE 1, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,730.00 FEET, A CENTRAL ANGLE OF 04°55'06" AND A CHORD WHICH BEARS SOUTH 58°43'36" WEST, A DISTANCE OF 148.46'; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 148.50 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 30°37'22" EAST, A DISTANCE OF 15.86 FEET; THENCE SOUTH 59°27'24" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 30°35'07" WEST, A DISTANCE OF 16.19 FEET; THENCE NORTH 61°21'05" EAST, A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 160.13 SQUARE FEET, MORE OR LESS.

LEGEND:

LB	= LICENSED BUSINESS
ORB	= OFFICIAL RECORD BOOK
PG	= PAGE
PB	= PLAT BOOK
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2011 ADJUSTMENT). THE NORTH BOUNDARY OF PHASE 1 HAVING A GRID BEARING OF SOUTH 61°38'55" EAST

Aaron J Murphy

Digitally signed by Aaron J Murphy
DN: CN=Aaron J Murphy, serialNumber=A01410D000001970AD54D200284AD9, O=Hamilton Engineering and Surveying, C=US
Date: 2025.12.17 16:37:46-05'00'

AARON J. MURPHY, PSM — DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 6768
FOR HAMILTON ENGINEERING AND SURVEYING, LLC
CERTIFICATE OF AUTHORIZATION NO. LB 8405

INFORMATION NOT COMPLETE WITHOUT ALL SHEETS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR THE UNIQUE SIGNATURE AND THE DIGITAL SEAL OF A FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LB #8405 CA #8474
HAMILTON
ENGINEERING & SURVEYING, LLC
WWW.HAMILTONENGINEERING.US
3409 W LEMON ST TAMPA, FL 33609 TEL: 813.250.3535
1717 SOUTH RIO GRANDE AVE, SUITE 100 ORLANDO, FL 32805 TEL: 407.362.5929
8340 CONSUMER CIR SARASOTA, FL 32807 TEL: 941.377.9178

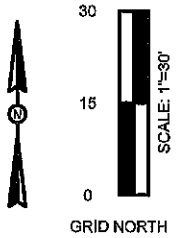
OCOEE ELAN CROWN POINT
IRRIGATION METER EASEMENT

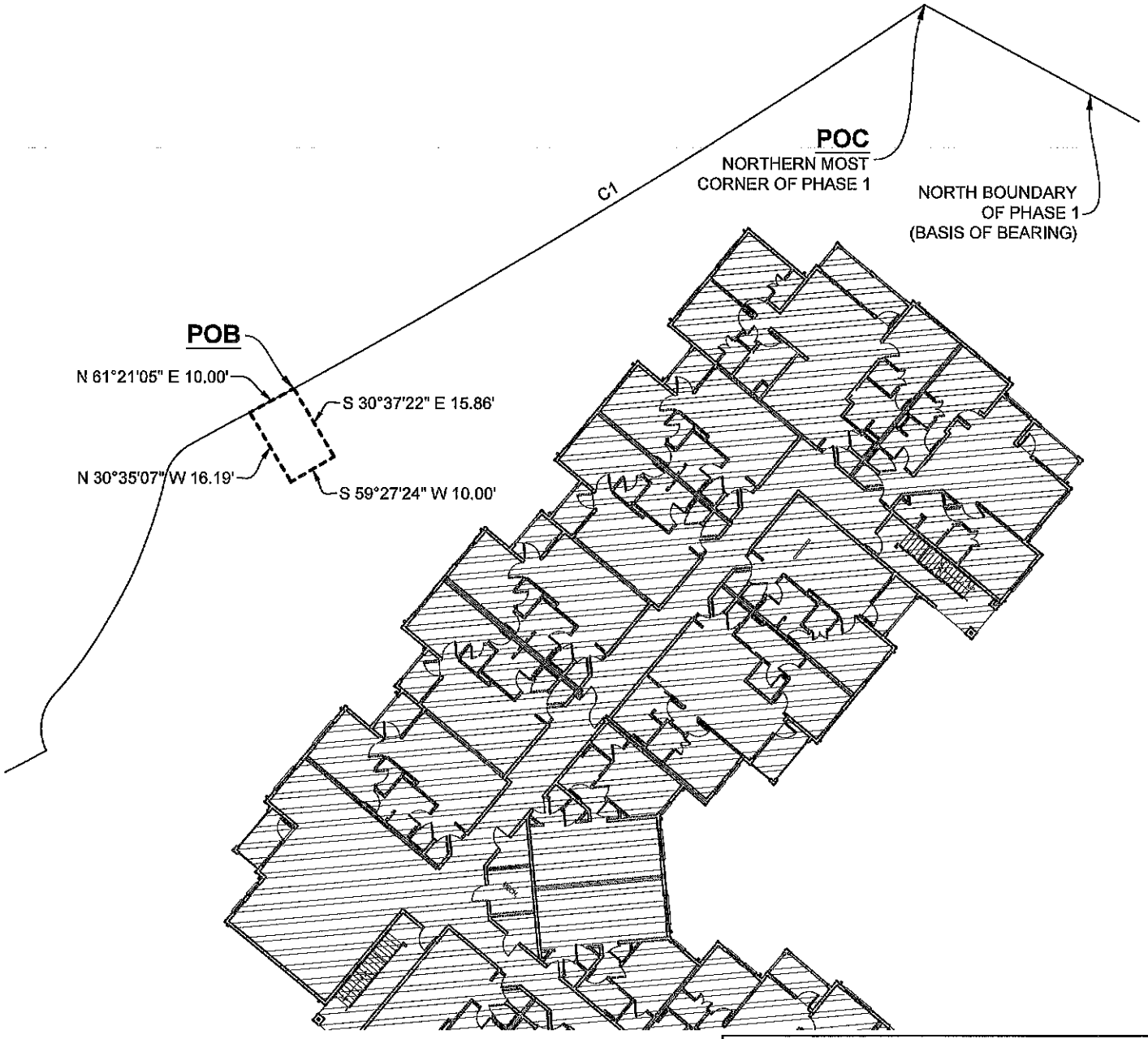
SEC TWP RNG:	JOB NUMBER:	DRAWN BY:	DATE:	SHEET:
06/22S/28E	24HAM0160	KB	12/16/2025	1 OF 2

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SKETCH & DESCRIPTION - NOT A BOUNDARY SURVEY
EXHIBIT "A"

CURVE TABLE					
CURVE #	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH	DELTA
C1	1730.00'	S 58° 43' 36" W	148.46'	148.50'	4°55'06"





INFORMATION NOT COMPLETE
WITHOUT ALL SHEETS

LB #8405 CA #8474
HAMILTON
ENGINEERING & SURVEYING, LLC
WWW.HAMILTONENGINEERING.US
3409 W LEMON ST
TAMPA, FL 33609
TEL: 813.250.3535
1717 SOUTH RIO
GRANDE AVE, SUITE 100
ORLANDO, FL 32805
TEL: 407.362.5929
8340 CONSUMER CIR
SARASOTA, FL 32807
TEL: 941.377.9178

OCOEE ELAN CROWN POINT
IRRIGATION METER EASEMENT

SEC TWP RNG:	JOB NUMBER:	DRAWN BY:	DATE:	SHEET:
06/22S/28E	24HAM0160	KB	12/16/2025	2 OF 2

L:\3501 To 3999\03778 Greystar\0009 Ocoee Elan Crown Point\EASEMENTS\Irrigation Easement - Update.dwg (# GEN SHEET) kyleb Dec 17, 2025 - 10:37am

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 4

Contact Name: Mark Olson
Contact Number: Ext. 3355

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Piggyback the Sourcewell Contract RFP #011124 with Galls, LLC for the Purchase of Police Uniforms and Related Equipment. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department would like to Piggyback to the Sourcewell Contract with Galls, LLC. By piggybacking the Sourcewell Contract with Galls LLC, the City will benefit from:

Nationally negotiated, competitively bid pricing for our uniforms that is lower than current local vendor rates. The Ocoee Police Department will also benefit from reduced fees for uniform personalization, including embroidery and patch application. No charge for standard shipping on uniform orders. Streamlined procurement that ensures timely delivery of quality products for officers and department personnel. Additionally, Galls provides a user-friendly online ordering platform that simplifies the ordering and tracking process for both staff and administration.

The Sourcewell contract has undergone a full and open competitive bidding process that satisfies the City's purchasing requirements. Approval of piggyback this contract and any of its amendments and renewals will ensure continued access to these cost-effective benefits without the need for local bidding. The Sourcewell contract satisfies the City's purchasing requirements as it has undergone a full and open competitive bidding process. Utilizing this cooperative agreement eliminates the need for issuing a separate local bid while ensuring continued access to cost-effective uniform purchasing. The city will benefit from reduced uniform costs, lower service fees, and the elimination of standard shipping charges. Overall, piggybacking this contract is expected to produce measurable cost savings within the Police Department's existing uniform budget. This contract will expire on March 25, 2028.

Due to size limitations, Galls Full List and Pricing List is available upon request.

Issue:

Should the Honorable Mayor and City Commission approve the utilization of the Sourcewell Contract with Galls, LLC for the procurement of police uniforms and related apparel?

Recommendations:

Staff recommend that the Honorable Mayor and City Commission approve the utilization of the Sourcewell Contract with Galls, LLC for the procurement of police uniforms and related apparel.

Attachments:

1. Galls Contract

Financial Impacts:
The City of Ocoee will benefit from reduced uniform costs, lower service fees, and the elimination of standard shipping charges. Overall, piggybacking this contract is expected to produce measurable cost savings within the Ocoee Police Department's existing uniform budget under GL 001-521-00-5201.

Type of Item: Consent

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Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

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added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Galls, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mike Fadden 0C4B71230FBF488...
By: _____	By: _____
Jeremy Schwartz	Mike Fadden
Title: Chief Procurement Officer	Title: CEO
Date: 3/28/2024 | 10:24 AM CDT	Date: 3/28/2024 | 7:01 AM PDT

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	Galls, LLC
Address:	1340 Russell Cave Road Lexington, KY 40505
Contact:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Phone:	859-800-1406
HST#:	20-3545989

Submission Details

Created On:	Tuesday January 09, 2024 07:29:54
Submitted On:	Thursday January 11, 2024 11:48:26
Submitted By:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Transaction #:	54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address:	4.30.235.194

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie’s LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1	*
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505	*
6	Proposer website address (or addresses):	www.galls.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over $560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal to is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals	*
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached	*
13	What is your US market share for the solutions that you are proposing?	20%	*
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : $5mm NYHIRE : $100,000 COSTARS : $200,000 STARS Alliance : $305,000 SOURCEWELL: $200,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : $10mm annually	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926	*
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538	*
Phoenix Fire Department	Captain Keith Rogers	602-510-2038	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $1.7m 2022 - $2m 2023 - $1.5m	*
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.5m 2022 - $3m 2023 - $2.9m	*
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $800k 2022 - $800k 2023 - $800k	*
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.6m 2022 - $2.6m 2023 - $2.6m	*
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2m 2022 - $2m 2023 - $2m	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.	*
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.	*
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eQuip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcewell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcewell contract.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcewell's role will be minimal.W e hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcewell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eQuip. Galls also offers the ability to create customized Online Ordering System ("eQuip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eQuip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eQuip capabilities will include: • Secure online ordering system o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcewell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eQuip that we can offer any Sourcewell Participating entities. Our eQuip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes. In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler. In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships. Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption. In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air). Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manfacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs. EMBROIDERY & TAILORING No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white. Alterations Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member. Alteration/Fit/Sizing System Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers. Alterations Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later. All patches that are required to be on uniforms will be sewn and placed at no additional charge. Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request. Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand. To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out. Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility. Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed. Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.	*
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.	*
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.	*
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additonal products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcewell contract will be tied to the pricelist and automatically receive Sourcewell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over $25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A	

		CLASS B COLD WEATHER GLOVES CUSTOMIZATION DICKIES DRESS GLOVES DRESS OXFORDS DRESS UNIFORM EPAILETTES FLAPS/STRAPS/TABS FLEECE JACKET FOOD SERVICES FOOD SERVICES HEADWEAR FOOD SERVICES NECKWEAR FOOTWEAR ACCESSORIES GLOVES HANKERCHIEFS HEADWEAR INSOLES JACKETS JOB SHIRT LAB COATS ON DUTY GLOVES OVERALLS PANELS PANTS PARKAS PERFORMANCE BOTTOMS PERFORMANCE JACKET PERFORMANCE WEAR POLOS PONCHOS SAFETY VESTS SCARVES SCRUBS SHOELACES SHORTS SHOULDER CORDS SKIRT SOCKS SOFTSHELL JACKETS SUNGLASSES SWEATERS SWEATSHIRTS TACTICAL PANTS TIES TROUSER BELTS TROUSERS T-SHIRTS TURTLENECKS UNDERGARMENTS UNIFORM BOOTS UNIFORM SHOES VELCRO WINDBREAKERS WORK BOOTS WORKWEAR ZIPPERS	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	( ) Yes (•) No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	( ) Yes (•) No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	( ) Yes (•) No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell - Uniforms with Related Products and Services - RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- Financial Strength and Stability - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 5

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval of a Voluntary Cooperation Mutual Aid Agreement between the City of Ocoee, Florida Department of Law Enforcement (FDLE), and other Participating Regional Agencies, to form an Orlando Regional Operations Center Child Abduction Team. (Police Chief Ogburn)

Background Summary:

The Florida Department of Law Enforcement (FDLE) has developed a regional, multi-jurisdictional Abduction Response Team (CART) to enhance the rapid and coordinated response to missing, endangered, or abducted children. The initiative brings together trained personnel, investigative resources, equipment, and expertise from multiple Central Florida law enforcement agencies. As outlined in the agreement, participating agencies agree to mutually support one another, exchange information, and provide specialized assistance when activated for CART operations.

CART participation strengthens operational readiness during high-risk incidents by establishing clear procedures for requesting aid, supervisory authority, and jurisdiction. FDLE has developed regional, multi-jurisdictional child boundaries, documentation requirements, evidence handling, and inter-agency coordination. The agreement also clarifies liability, cost responsibilities, complaint procedures, and obligations to partner agencies, ensuring a structured and accountable response model that aligns with FDLE statewide standards. Each agency remains responsible for the acts and omissions of its personnel while participating in CART activities. Agencies supply necessary personnel and resources without creating financial obligations for other partners.

The Ocoee Police Department has historically collaborated with regional and state partners in cases involving endangered children, and formal participation in CART will significantly enhance the Department's ability to leverage critical resources during time-sensitive investigations. Approval of this agreement ensures that Ocoee officers can both request and provide specialized assistance during CART deployments, further enhancing public safety for the residents of Ocoee. This agreement will be in effect until December 31, 2028.

Issue:

Should the Honorable Mayor and City Commission approve the Voluntary Cooperation Mutual Aid Agreement between the Ocoee Police Department, the Florida Department of Law Enforcement, and participating regional agencies for the formation and operation of the Orlando Regional Operations Center Child Abduction Response Team (CART)?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission approve the Voluntary Cooperation Mutual Aid Agreement between the Ocoee Police Department, the Florida Department of Law Enforcement, and participating regional agencies for the formation and operation of the Orlando Regional Operations Center Child Abduction Response Team (CART).

Attachments:
1. Mutual Aid Agreement (CART)

Financial Impacts:
There is **no financial impact** associated with entering into this agreement. Each participating agency is responsible for its own personnel, equipment, and operational expenses during CART activities.

Type of Item: Consent

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM AN ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law

enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Volusia, Lake, Seminole, Orange, Osceola, Brevard, Indian River, Saint Lucie, and Martin.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statues, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE Special Agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement should be terminated, said

operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity to which any Party is entitled statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Office of General Counsel. A copy of this agreement will also be maintained by the Special Agent in Charge for the CART region of operation.

This Agreement shall remain in full force as to all participating Parties until December 31, 2028, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid office.

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Florida Department of Law Enforcement (FDLE):

J. Mark Glass, Commissioner
Florida Department of Law Enforcement

25FEB25
Date

Legal Review by _____ (attorney initials)

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE ORLANDO REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.

****

For the Ocoee Police Department:

_____

Chief Vincent Ogburn
Chief of Police

_____

Date of Execution

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 6

Contact Name: Shannon Hopper, Joyce Tolbert
Contact Number: Ext. 1524, Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Award Request for Proposals (RFP) #26-002 Special Magistrate Services. (Procurement Manager Tolbert)

Background Summary:
In compliance with the City of Ocoee (City) Purchasing code, Ch. 21, sealed proposals were solicited from qualified firms/attorneys to provide special magistrate services one to two days per month to hear matters related to red light camera violations, school zone camera violations, code enforcement violations (commercial), etc. The City's contract for these services concluded in November and a replacement contract is needed. The term of the new contract will be for an initial one (1) year with four (4) separate one (1) year renewable terms.

The Special Magistrate will personally perform the duties of the violations hearing special magistrate to hear notices of violations of the City Code, as outlined in the Code for commercial properties. The Special Magistrate shall also hear matters relating to red light camera violations, school zone speed enforcement cameras, code enforcement violations (commercial), and all other matters assigned, unless a conflict of interest exists. Special Magistrate shall prepare and file with the City Manager or designee a written order stating findings and the amount of fine, if applicable. Special Magistrate shall not delegate or assign its rights or obligations hereunder, in whole or in part. Respondent shall be a member in good standing of the Florida Bar.

The Request for Proposals publicly advertised on October 26, 2025, and was publicly opened on December 4, 2025. At the bid opening, one (1) proposal was received from Shepard, Smith, Hand & Brackins, P.A. and is attached for your review. The proposal was reviewed by the Finance and Police Departments and was considered responsive. An RFP evaluation committee was appointed and comprised of three members: Vincent L. Ogburn, Sr., Police Chief; Mark Olson, Police Lieutenant; and Bryan Pace, Police Lieutenant. A public RFP Evaluation Committee meeting was held on December 17, 2025, with the Evaluation Committee evaluating and shortlisting the firm on specific evaluation criteria as shown in the attached shortlist and evaluation forms. The evaluation committee recommends awarding the contract to Shepard, Smith, Hand & Brackins, P.A. per the attached award recommendation from the Police Chief.

Issue:
Should the Honorable Mayor and City Commission award the term contract for RFP #26-002 Special Magistrate Services to Shepard, Smith, Hand & Brackins, P.A. as recommended by the Evaluation Committee?

Recommendations:
Staff recommends the Honorable Mayor and City Commission:
1.) Award the term contract for RFP #26-002 Special Magistrate Services to Shepard, Smith, Hand & Brackins, P.A.;
2.) Authorize the Mayor, City Clerk, and Staff to execute all necessary contract documents once the required insurance is received; and
3.) Authorize the City Manager to approve Change Orders to the contract up to the limit of his purchasing authority for each change order and up to the budgeted amount each fiscal year.

Attachments:
1. Recommendation of Award
2. Shortlist for Award, Evaluation Forms
3. Proposal Checklist
4. Proposal - Shepard, Smith, Hand & Brackins
5. RFP Solicitaiton
6. Addendum 01

Financial Impacts:
The annual cost of the contract is funded through 001-521-00-3400 (police services: red light/school zone speed enforcement cameras) and 001-521-40-3101 (Code Enforcement Hearings) as budgeted each fiscal year. The Special Magistrate shall be paid Two Hundred Dollars ($200.00) per hour for services performed under this contract.

Type of Item: Consent

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

MEMORANDUM

TO: **Shannon Hopper**
Purchasing Agent

FROM: **Vincent L. Ogburn, Sr.** VLO
Chief of Police

DATE: **December 30, 2025**

RE: **RFP#26-002 Special Magistrate Services**

The City of Ocoee received one responsive proposal in response to the Request for Proposals (RFP) for Special Magistrate services from Shepard, Smith, Hand & Brackins, P.A.. An evaluation committee comprised of members of the Ocoee Police Department (Chief Vincent L. Ogburn, Sr., Lieutenant Mark Olson, and Lieutenant Bryan Pace) convened to review and evaluate the proposal in accordance with the criteria established in the RFP.

Based on the evaluation process and the scoring results, I recommend the award of the contract to Shepard, Smith, Hand & Brackins, P.A.

RFP #26-002
SPECIAL MAGISTRATE SERVICES
EVALUATION FORM/SHORTLIST FOR RECOMMENDATION OF AWARD

Respondent		Shepard, Smith, Hand & Brackins, P.A.
Evaluator 1		1
Evaluator 2		1
Evaluator 3		1
TOTAL		3
RANKING		1

The Evaluation Committee recommends award to Shepard, Smith, Hand & Brackins, P.A.

Evaluator #1

RFP #26-002
SPECIAL MAGISTRATE SERVICES
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Shepard, Smith, Hand & Brackins, P.A.
Experience and References of Respondent Professional qualifications **(0-40 Points)**	20
Availability to meet schedule and availability requirements, Current work schedule and availability of Respondent **(0-20 Points)**	20
Respondent's understanding of the requested services, quality of submittal **(0-30 Points)**	20
Price Proposal **(0-10 Points)**	10
TOTAL POINTS (0-100 Points)	70
Member Ranking	#1

Evaluator's Printed Name: Vincent L. Ogburn, Sr.

Evaluator's Signature: Vincent L. Ogburn Sr

Evaluator #2

RFP #26-002
SPECIAL MAGISTRATE SERVICES
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Shepard, Smith, Hand & Brackins, P.A.
Experience and References of Respondent Professional qualifications **(0-40 Points)**	30
Availability to meet schedule and availability requirements, Current work schedule and availability of Respondent **(0-20 Points)**	20
Respondent's understanding of the requested services, quality of submittal **(0-30 Points)**	30
Price Proposal **(0-10 Points)**	10
TOTAL POINTS (0-100 Points)	90
Member Ranking	1

Evaluator's Printed Name: Mark W. Olson

Evaluator's Signature: _____

Evaluator # 3

RFP #26-002
SPECIAL MAGISTRATE SERVICES
EVALUATION FORM

Individual Evaluation Form

Evaluation Criteria	Shepard, Smith, Hand & Brackins, P.A.
Experience and References of Respondent Professional qualifications **(0-40 Points)**	40
Availability to meet schedule and availability requirements, Current work schedule and availability of Respondent **(0-20 Points)**	20
Respondent's understanding of the requested services, quality of submittal **(0-30 Points)**	30
Price Proposal **(0-10 Points)**	10
TOTAL POINTS (0-100 Points)	100
Member Ranking	1

Evaluator's Printed Name: Bryan Pace

Evaluator's Signature: _____

RFP #26-002
SPECIAL MAGISTRATE SERVICES
12/4/2025 2:00 P.M.
RFP PROPOSAL CHECKLIST

RESPONDENT	Shepard, Smith, Hand & Brackins, P.A.
Acknowledge Addendum No. 1	✓
Company Verification	Active
Florida Bar - Member in good standing	✓
Submission Requirements: Qualifications, References, Schedule & Availability, Litigation Summary	✓
Exceptions to Scope or Contract Documents	None
Required forms/other documents	✓
Price Proposal	$200/hr

Submission in response to

The City of Ocoee

Request for Proposals
RFP #26-002
Special Magistrate Services

December 4, 2025

Shepard, Smith, Hand & Brackins P.A.
Abigayl Osborne-Liborio

2300 Maitland Center Parkway, Suite 100
Maitland, Florida 32751
Office: 407-622-1772
Fax: 407-326-3349



City of Ocoee

RFP 26-002
Special Magistrate Services

Shepard, Smith, Hand & Brackins, P.A.
Abigayl Osborne-Liborio

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Section 1: Qualifications

Firm Qualifications

Shepard, Smith, Hand & Brackins, P.A. is a full-service commercial law firm with a specialty in local government law. The Firm currently represents the Cities of Maitland, Apopka, Dunnellon, Edgewood, Flagler Beach, Mount Dora, Mascotte, Dade City, the Towns of Ponce Inlet, Eatonville, Melbourne Beach, and the Village of Highland Park as general counsel in all matters in which legal services are required. The Firm also serves as counsel to the CRAs of Tampa, Fort Myers, Lake Wales and represents special districts and other agencies on specific matters, such as land use and public records litigation. The Firm currently serves as counsel to the Winter Park Housing Authority, and Messrs. Shepard, Smith, Hand, and Brackins serve as local hearing officers. Counties, municipalities, and agencies routinely hire our Firm as special counsel for limited-duration assignments, including litigation. The Firm also has a long history of representing community associations and private clients in commercial litigation, real property, and transactional services.

Attorney Andrew Hand previously served as the Special Magistrate Hearing officer for the City of Ocoee for over seven years and left the position on good terms due to personal workload. He recommends Attorney Abigayl Osborne-Liborio to serve in this role now and will provided her counsel. Attorney Drew Smith served the City of Ocoee as Special Counsel assisting the City with contract drafting and review in 2024. Both shareholders are a resource regarding the City.

The Firm is owned and managed by Cliff Shepard, Drew Smith, Andrew Hand, and Patrick Brackins. All four shareholders are Board Certified by the Florida Bar in City, County, and Local Government Law. That is not an accident or coincidence. Every attorney who joins the Firm to practice local government law is advised that Board Certification is a prerequisite to becoming a shareholder. To put that in context, approximately 7% of all eligible lawyers in the Florida Bar are Board Certified in their field. Board Certification is only achieved and maintained through heightened requirements of continuing education, exhaustive vetting of one's background and qualifications, peer review by other Board-Certified lawyers in the field, and examination. We require this because our goal today is the same as it was when we first began practicing in this area: to provide the best legal representation and legal guidance to our clients that we can.

Having served many years for many local governments, special districts, and agencies, we have handled a wide range of matters, including land use, code enforcement, contract negotiation, union bargaining, employment actions, litigation, mediation, arbitration, public records and Sunshine Law, and essentially any other matter that our government clients have needed.

The Firm and our attorneys have received the following ratings and recognition in the legal community for professional achievement:

Shepard, Smith, Hand & Brackins, P.A.

- Ranked by *Best Lawyers* as "Best Law Firms in the United States"
- Rated by *Martindale-Hubbell* as "AV Preeminent," the highest level of professional excellence.

The Firm employs the following seven attorneys and four support staff, all based in our Central Florida office located in Maitland:

NAME	TITLE	FL BAR NO.
Clifford B. Shepard	Shareholder	508799
D. Andrew "Drew" Smith, III	Shareholder	583650
Andrew J. Hand	Shareholder	35859
Patrick Brackins	Shareholder	0027520
Ryan G. Knight	Senior Associate	91503
Holli R. New	Associate	1047287
Abigayl Osborne-Liborio	Associate	1063226
Edna Rosen	Office Manager/ Accountant	
Brittany LaPoten	Operations Manager	
Danita Goode	Legal Assistant	
Kevin Toolan	Legal Assistant	

Respondent Attorney Qualifications - Abigayl Osborne-Liborio

Abigayl Osborne-Liborio graduated from Barry University, Dwayne O. Andreas School of Law, in 2024. While in law school, Abigayl participated in the Collaborative Family Law Clinic and obtained a certificate in Collaborative Family Law.

Abigayl received a Bachelor of Science in Criminal Justice from Florida International University in 2017. After graduating, Abigayl gained significant knowledge and experience working in the legal field, focusing primarily on litigation matters including, but not limited to, landlord-tenant disputes, Risk Protection Orders petitioned on behalf of the Cities, foreclosure proceedings, and private business matters.

Abigayl was born and raised in South Florida. She has a deep passion for philanthropy and has worked with organizations such as Children's Miracle Network, Best Buddies, and Autism Speaks.

Abigayl is admitted in the United States District Courts for the Middle District of Florida and Southern District of Florida. She is a member in good standing of the Florida Bar and Orange County Bar Association.

Abigayl Osborne-Liborio Resume

See next page for full resume.

Abigayl Osborne-Liborio

EXPERIENCE

ASSOCIATE
Shepard, Smith, Hand & Brackins, P.A.
(August 2024 – Present)

Assists in the representation of municipal clients and private clients. Regularly prepares and reviews ordinances, resolutions, policies, contracts, leases, and other legal documents. Prepare litigation materials, including pleadings, discovery requests and correspondence.

Perform legal research on municipal resolutions and ordinances. Analyze public policy, including proposed legislation and administrative rules, to determine the potential impact on clients. Support clients in navigating the local procurement process.

LEGAL SECRETARY
Goren, Cherof, Doody & Ezrol P.A.
(June 2019 - December 2021)

Managed a high volume of litigation files, ensuring accurate and timely organization and retrieval of documents. Coordinated scheduling for court appearances, depositions, and other legal events, ensuring timely preparation and execution. Drafted and edited various legal documents, including pleadings, motions, and correspondence.

FILE CLERK/OFFICE ADMINISTRATOR ASSISTANT
Goren, Cherof, Doody & Ezrol P.A.
(January 2018-May 2019)

Maintained both physical and electronic filing systems, including organizing, sorting, and retrieving documents. Assisted Office Administrator with project management, calendar management and inventory control.

EDUCATION

DWAYNE O. ANDREAS SCHOOL OF LAW AT BARRY UNIVERSITY, ORLANDO

- Juris Doctor, *2024*

FLORIDA INTERNATIONAL UNIVERSITY

- Bachelor of Science, Criminal Justice, 2017

Description of Relevant Experience - Traffic Law and Applicable Florida Statutes

While I have not previously served in a role dedicated exclusively to traffic law or its enforcement, my experience as an attorney at a local government firm has provided a strong foundation in statutory interpretation, administrative enforcement processes, and the application of municipal codes. I am prepared to apply that knowledge specifically to the Florida Red Light Standards and Technology, school zone speed enforcement systems, and the provisions of Sections 316.0083 and 316.1896, Florida Statutes, as well as Ocoee City Code Chapter 168, Article III.

My legal work routinely involves analyzing regulatory schemes, advising governmental entities, and applying statutory requirements to factual scenarios. I am experienced in conducting thorough legal research, drafting clear and defensible decisions, and ensuring that due process, procedural fairness, and administrative best practices are met. With appropriate mentorship and training, I am confident in my ability to develop subject-matter fluency in these specific traffic enforcement programs quickly.

Description of Relevant Experience - Code Enforcement and Applicable Florida Statutes

I have experience working with local governments on matters involving ordinance interpretation, compliance issues, and administrative enforcement procedures. This work has equipped me with a strong understanding of how municipalities implement and enforce regulatory codes.

While I have not previously handled cases under Chapter 162, Florida Statutes, or Ocoee City Code Chapter 7, I am well-versed in the principles that govern code enforcement, including notice requirements, evidentiary standards, hearing procedures, and the balance between public welfare and property rights. My background in local government and litigation positions me to apply Chapter 162's statutory framework, assess violations, and issue well-reasoned findings effectively.

Statement - Experience as a Member of the Judiciary or as a Special Magistrate

I have not previously served as a member of the judiciary or as a Special Magistrate. However, my legal training and professional experience in local government and litigation matters have given me a strong foundation in impartial decision-making, administrative procedure, and statutory analysis all of which are central to the role of a Special Magistrate. I approach all matters with professionalism, neutrality, and attention to due process.

I am committed to upholding the integrity of the adjudicatory process and am prepared to serve in a fair, conscientious, and well-reasoned manner. I welcome the opportunity to undertake this role with the benefit of the City's prior Special Magistrate, Andrew Hand's guidance to address any of the City's specific needs in the role of Special Magistrate.

Ability to Provide Prompt, Quality Legal Services

The Firm and I are dedicated to providing prompt, high-quality legal services that combine efficiency, accuracy, and strategic insight. Timely and effective legal support is essential to achieving our clients' objectives. The Firm prides itself on delivering responsive counsel tailored to each client's unique needs. By maintaining open communication, leveraging our extensive experience, and employing a results-driven approach, the Firm ensures that every matter is handled with professionalism. Our commitment to excellence means clients can rely on us for practical solutions, swift action, and the highest standard of legal representation in all matters.

No Current, Pending, or Potential Action

The Firm confirms that there are no current, pending, or potential disciplinary actions, malpractice claims, or any other similar proceedings filed against the firm or any of its attorneys. To the best of our knowledge, the Firm and its personnel are in good standing with all applicable regulatory and professional bodies. No ethics or disciplinary complaints have been filed against the Firm or any attorney in the law Firm by the Florida Bar Association or any relevant State regulatory agency.

Current Clients, Current or Anticipated Litigation with the City

Our Firm affirms that, to the best of our knowledge, no current clients are presently involved in, or anticipate becoming involved in, any judicial or administrative litigation against the City of Ocoee, its officers, or its employees. Furthermore, no clients of the firm have, within the past twelve (12) months filed any regulatory applications with the City of Ocoee, nor do we anticipate that any clients will file such applications within the next twelve (12) months.

Existing, Potential or Probable Conflicts of Interest

No existing, potential, or probable conflicts of interest exist or should arise as a result of the Firm's representation of the City of Ocoee as Special Magistrate. The Firm does not currently represent any private clients in the City, and no potential conflicts of interest or other ethical considerations are expected regarding any existing client relationships. If representing the City, the Firm would not take on any new clients in which a conflict would be likely to arise. In the unlikely event that a conflict of interest arises, the Firm would immediately notify both clients in writing of the conflict and explain that the Firm could not represent either party in the matter.

Section 2: References

Tarena Grant
Executive Director, Winter Park Housing Authority
(407) 645-2869
tgrant@winterparkha.org

Contract dates: 8/2018 to present

Provide legal guidance to landlords and property managers regarding their rights and obligations under landlord-tenant statutes. Educate WPHA on lease terms, notice requirements, rent issues, habitability standards, security deposits, and eviction procedures. Evaluate and communicate legal risks, potential outcomes, and available remedies. Interpret and apply federal, state, and local housing laws. Prepare pleadings, motions, and other litigation documents and represent WPHA in settlements, negotiations, and any litigation proceedings.

Marieke vanErven
Acting City Manager, City of Dade City
(352) 523-5050 ext. 400
mvanerven@dadecityfl.com

Contract dates: 4/2023 to present

Draft, review, and revise ordinances, resolutions, contracts, agreements, and administrative policies. Legal research and interpretation of federal, state, and local laws, regulations, and court decisions affecting municipal operations. Provide legal advice to City staff and officials on matters such as land use, public records, open meetings, procurement, personnel, public safety, and other related matters. Draft legal memoranda, opinions, and reports.

Radley Williams
Interim City Administrator, City of Apopka
407-703-1649
rwilliams@apopka.net

Contract dates: 8/2014 to 2022, 6/2023 to present

Draft, review, and revise ordinances, resolutions, contracts, agreements, and administrative policies. Legal research and interpretation of federal, state, and local laws, regulations, and court decisions affecting municipal operations. Provide legal advice to City staff and officials on matters such as land use, public records, open meetings, procurement, personnel, public safety, and other related matters. Draft legal memoranda, opinions, and reports. Defend the City in legal disputes, including matters involving land-use matters, public records act.

Section 3: Schedule and Availability

Ms. Osborne-Liborio confirms that she is available to serve as Special Magistrate one to two days per month (and more, as needed), including related preparation and/or review of and responding to related correspondence. In the unlikely event she is unavailable due to unforeseen circumstances, the rest of the Firm's six attorneys are also available. The attorneys regularly keep one another informed of any planned outages and proactively plan with staff to make all necessary arrangements to address any contingencies, ensuring that all clients are served effectively.

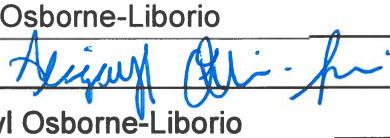
Ms. Osborne-Liborio acknowledges that travel time is not reimbursable. Our office is conveniently located less than 14 miles away with an average drive time of thirty-minutes to The City of Ocoee.

EXHIBIT A
RFP 26-002 SPECIAL MAGISTRATE SERVICES
PRICE PROPOSAL FORM

Respondents must complete and submit this Price Proposal Form as part of the proposal package.

SERVICE DESCRIPTION	HOURLY RATE
Special Magistrate Services per RFP 26-002 Scope of Services	$ 200.00 /hour

Respondent: Abigayl Osborne-Liborio

Authorized Signature: 

Printed Name: Abigayl Osborne-Liborio

Date: 12/3/2025

SUMMARY OF LITIGATION:
Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact 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.

ACKNOWLEDGMENT OF ADDENDA:
Respondent acknowledges receipt of the following addenda:

No. ONE (1) Dated 11/13/2025
No. _____ Dated _____
No. _____ Dated _____
No. _____ Dated _____

EXCEPTIONS:
Does Respondent have any Exceptions to the Scope of Work or terms of the Contract Documents? Yes _____ No ✓

List any exceptions Respondent has to this scope of work or contract terms. Exceptions will not be considered after the bid has been awarded. The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

Shepard, Smith, Hand & Brackins, P.A.
COMPANY NAME

407-622-1772
TELEPHONE (INCLUDE AREA CODE)



AUTHORIZED SIGNATURE (manual)

AHand@ShepardFirm.com
E-MAIL ADDRESS

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

Andrew J. Hand / Shareholder
NAME/TITLE (PLEASE PRINT)

2300 Maitland Center Pky, #100
STREET ADDRESS

Maitland FL 32751
CITY STATE ZIP

FEDERAL ID # 32-0242557

_____Individual ✓ Corporation _____Partnership _____Other (Specify)_____

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization this 3rd day of December, 2025, by Andrew J. Hand, who is

Personally Known to me ✓ or
Produced Identification_____

_____
(Type of Identification)

Danita Goode
Signature of Notary Public

NOTARY PUBLIC STATE OF FLORIDA
DANITA GOODE
Commission # HH 632703
Expires February 21, 2029

Danita Goode
Printed, Typed or Stamped Commissioned Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

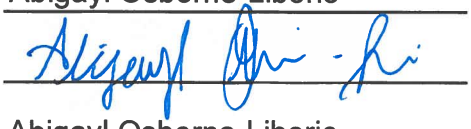
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: Abigayl Osborne-Liborio

Signature 

By: Abigayl Osborne-Liborio
(Print or Type Name)

Title: Associate

Date: 12/3/2025

CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. 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 RFP.

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

Acknowledged by:

Shepard, Smith, Hand & Brackins, P.A.
Firm Name

Signature

Andrew J. Hand / Shareholder
Name and Title (Print or Type)

12/3/2025
Date

NON-COLLUSION AFFIDAVIT

Andrew J. Hand, being first duly sworn deposes and says:

1. He/She is the Shareholder (Owner, Partner, Office, Representative or Agent) of Shepard, Smith, Hand & Brackins, P.A., the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Andrew J. Hand
Title: Shareholder

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of December, 2025, by Andrew J. Hand who ☑ is personally known to me or ☐ has presented _____ as identification.

Danita Goode
Notary Public
My Commission Expires: February 21, 2029

DANITA GOODE
Commission # HH 632703
Expires February 21, 2029

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any of its establishments, and that employees are not permitted to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that Bidder will not permit its employees to perform their services at any location under Bidder's control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed subcontractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors, if any, prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in its files.

The nondiscriminatory 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 United States Secretary of Labor are incorporated herein.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 1/3, 2025.

By: _____
Andrew J. Hand
Shareholder
(Title)

Official Address (including Zip Code):

2300 Maitland Center Parkway, Suite 100

Maitland, FL 32751

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: Abigayl Osborne-Liborio

By: _____
(Authorized Signature)

Printed Name and Title: Abigayl Osborne-Liborio / Associate

Date: 12/3/2025

HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: Andrew J. Hand
Print Title: Shareholder
Company Name: Shepard, Smith, Hand & Brackins, P.A.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 3rd day of December, 2025, by Andrew J. Hand, as Shareholder of Shepard, Smith, Hand & Brackins P.A. who is ☑ personally known to me or ☐ produced _____ as identification.

Danita Goode
Notary Public Signature
Print Notary Name: Danita Goode
My Commission Expires: February 21, 2029

(Seal) NOTARY PUBLIC STATE OF FLORIDA
DANITA GOODE
Commission # HH 632703
Expires February 21, 2029

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

For purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

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

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of Shepard, Smith, Hand & Brackins, P.A. (hereinafter "Entity"), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
9. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: Andrew J. Hand

Title: Shareholder

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged ☑ by physical means / ☐ by electronic means before me this 3rd day of December 2025, by Andrew J. Hand, who ☑ is personally known to me / ☐ presented _____ as identification and who ☑ did / ☐ did not take an oath.

(Seal) NOTARY PUBLIC STATE OF FLORIDA

DANITA GOODE
Commission # HH 632703
Expires February 21, 2029

Danita Goode
Notary Public Signature

Print Notary Name: Danita Goode

My Commission Expires: February 21, 2029

CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that Shepard, Smith, Hand & Brackins, P.A. [contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

Authorized Signature: Edna G Rosén
Printed Name: Edna G. Rosén
Date: 12/2/25

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of December 2025, by Edna G. Rosen, Office Manager (name and title of officer or agent) of Shepard, Smith, Hand + Brackins, P.A. (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she ☑ is personally known to me or ☐ has produced _____ as identification.

(Seal)

DANITA GOODE
Commission # HH 632703
Expires February 21, 2029

Danita Goode
Notary Public Signature
Print Notary Name: Danita Goode
My Commission Expires: February 21, 2029

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

November 13, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #26-002 SPECIAL MAGISTRATE SERVICES

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification. The due date has changed.

Amendments to the RFP Documents are as follows:

1. **REVISED DATES FOR RFP #26-002:**

   Deadline for Receipt of Questions: Tuesday, November 25, 2025, at 2:00 p.m. local time.

   Submission Deadline: Thursday, December 4, 2025 at 2:00 p.m. local time.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Vincent Ogburn, Police Chief

CITY OF OCOEE

REQUEST FOR PROPOSALS
RFP #26-002

SPECIAL MAGISTRATE SERVICES

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RFP #26-002
SPECIAL MAGISTRATE SERVICES

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**Submit with Proposal*

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Request for Proposals, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed proposals for **RFP #26-002 Special Magistrate Services.** Proposals will only be accepted electronically through Bonfire, a free e-Procurement platform, **until 2:00 pm, local time, on November 18, 2025.** 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 name of the responding firms read aloud at that time; instructions will be provided at https://www.ocoee.org/959/Public-Bid-Meetings. All questions regarding this RFP shall be in writing and directed to Shannon Hopper, CPPB, Purchasing Technician II at shopper@ocoee.org AND Olena Stokych, Purchasing Analyst ostokych@ocoee.org OR sent through the questions and answer section of the project file on Bonfire. No pre-proposal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting a proposal at no charge through Bonfire by accessing the City's published solicitation page at https://ocoee.bonfirehub.com. For more information, visit https://www.ocoee.org/323/Purchasing. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Bonfire platform. Melanie Sibbitt, City Clerk, Orlando Sentinel, October 26, 2025.

CITY OF OCOEE
REQUEST FOR PROPOSALS (RFP) #26-002
SPECIAL MAGISTRATE SERVICES

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida (City) is soliciting sealed proposals from qualified attorneys (Respondent, Firm) interested in providing Special Magistrate Services for the City of Ocoee. Respondent shall be duly licensed to practice law in the state of Florida and a member in good standing of the Florida Bar.

2. The City intends to award a single contract to one (1) respondent deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation Criteria set forth in this RFP. Proposals will be reviewed by an evaluation committee appointed by the City Manager for this RFP and will be ranked in accordance with the established evaluation criteria. Date, time, and location of any scheduled evaluation committee meeting(s) for this RFP will be noticed publicly and on Bonfire. The evaluation committee shall supply a ranked list of the proposing firms and a recommendation regarding which firm should be awarded the term contract by the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. 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.

3. The City is ONLY accepting electronic solicitation responses online through the City's Euna Procurement/Bonfire platform at https://ocoee.bonfirehub.com. This link can also be accessed through the City's website at https://www.ocoee.org/323/Purchasing under the Current Open Solicitations menu. All Proposals for this RFP MUST be submitted electronically through the Bonfire Platform. Proposals received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. There is no charge for prospective respondents to use the Bonfire e-procurement platform. The Bonfire platform's minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.

   Registration with Bonfire is free and is required prior to submitting a proposal. It is suggested that prospective respondents register no later than 24 hours in advance of the submission deadline to ensure proper registration. For assistance with registering, contact the Bonfire Support Desk by emailing support@gobonfire.com. Support by email is provided Monday to Friday from 8:00 a.m. – 8:00 p.m. EST/EDT.

   Upon completing the registration with Bonfire, bidders will be able to submit a bid securely, any time before the bid submission deadline, at https://ocoee.bonfirehub.com by clicking "PREPARE YOUR SUBMISSION" under the solicitation. An instructional video is provided for an overview of the submission process. Once the bid has been submitted, the Bidder will receive a date/time stamp confirmation within the Bonfire platform and an email confirmation of the bid submission. Bids submitted on the Bonfire platform will remain locked and inaccessible by City staff until the bid deadline. Bidders are encouraged to allow ample time to upload and submit their Bid as the system will automatically lock upon the bid submission deadline. The actual contract award will be made by the Ocoee City Commission

at a later date. Please be aware that all City Commission meetings are duly noticed public meetings and documents submitted to the City as a part of a bid constitute public records under Florida law.

File Uploads – Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Platform. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated. 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.

4. **Deadline for Receipt of Questions:** The City will receive questions regarding this RFP only through written inquires directed to Shannon Hopper, CPPB, Purchasing Technician II at shopper@ocoee.org AND Olena Stokych, Purchasing Analyst ostokych@ocoee.org OR through the questions and answer section of the project file on Bonfire until **November 11, 2025, 2:00 p.m., local time.** Any clarifications/changes will be made by way of written addenda only, issued by Purchasing and posted on Bonfire. Respondents should not contact City staff (with the exception of the Purchasing Technician), City Commission, or other City consultants for information regarding this RFP before the proposal award date. Any contact with any other member of City Staff, City Commission, or its agents during the solicitation, award, and protest period may be grounds for disqualification.

5. **Pre-Proposal Conference:** None scheduled at this time.

6. **Proposal Submission Deadline:** Proposals will ONLY be accepted electronically through the Euna Procurement/Bonfire Platform **until 2:00 p.m., local time, on November 18, 2025,** and a virtual public bid opening will be held at approximately 2:01 pm. or as soon thereafter. The name of the responding firms/individuals will be read aloud at that time. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their Proposal on Bonfire. Proposals must be received by Bonfire no later than the proposal submission deadline above**.** It shall be the sole responsibility of the Respondent to have its Proposal **uploaded and submitted** on the Bonfire Platform prior to the due date and time. Any attempt to submit a Proposal after the submission deadline will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Respondent.

   Once available, the meeting link and details on how to access the virtual bid opening will be posted in the project file on Bonfire and also made available on the City's website at https://www.ocoee.org/959/Public-Bid-Meetings.

7. All Respondents shall thoroughly examine and become familiar with this RFP package and carefully note the items specifically required for submission of a complete proposal.

8. **Submission of a proposal shall constitute an acknowledgment that the Respondent has complied with the instructions of this RFP.** 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 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 and scope of services. **All costs to prepare and submit a Proposal in response to this RFP shall be the responsibility of Respondent; the City shall make no reimbursement of any kind.**

9. Any response by the City to a request by a prospective respondent for clarification or correction will be made in the Bonfire project file or in the form of a written addendum which will be distributed via Bonfire. It shall be the responsibility of each Respondent to obtain a copy of all the addenda issued. The City reserves the right to issue addenda concerning the date and time when proposal acceptance shall close at any time up to the date and time set for proposal closing. In case any Respondent fails to acknowledge receipt of any such addendum, 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. Respondents are cautioned that any other source by which a Respondent receives information concerning, explaining, or interpreting the RFP Documents shall not bind the City.

10. Any of the following causes may be considered sufficient for the disqualification of a Respondent and rejection of its Proposal:
    - 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;
    - Evidence of collusion between or among the Proposers;
    - Being in arrears on any existing contracts with the City or in litigation with the City, or having defaulted on a previous contract with the City;
    - Poor, defective, or otherwise unsatisfactory performance of work for the City or any other party on prior projects that, in the City's judgment and sole discretion, raises doubts as to the Proposer's ability to properly perform the services;
    - Failure to comply with state licensing requirements; or
    - Any other cause that, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.

11. **CONVICTED VENDOR LIST (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 proposal on an award to provide any goods or services to a public entity, may not submit a proposal on an award with a public entity for the construction or repair of a 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 an award 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. [See Florida Statute 287.133 (2) (a).]

12. **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 of 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.

13. **PUBLIC RECORDS COMPLIANCE:**
The City of Ocoee (the "City") is a public agency subject to Chapter 119, Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, Contractor shall:
    1. Keep and maintain public records required by City to perform the service.
    2. Upon request from City's custodian of public records, provide 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 Contractor does not transfer the records to City.
    4. Upon completion of the contract, Contractor agrees to transfer at no cost to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public record to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of 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 407-905-3105, ccdl@ocoee.org, WITH AN

OFFICE LOCATED AT 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

14. Except as otherwise provided, the successful Proposer 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.

    Further, the Proposer shall fully indemnify, defend, and hold harmless the City and its officers, agents, and employees from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, unpatented invention, or intellectual property right. If the Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the proposal price shall include all royalties or cost arising from the use of such design, device, or materials.

15. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

16. **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 Proposer 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 Proposer which, in the City's sole discretion, is the most responsive and responsible Proposer. The City reserves the right, as an aid in determining which proposal is responsible, to require a Proposer to submit such additional evidence of Proposer's qualifications as the City may deem necessary, and may consider any evidence available to the City regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with others. The City Commission shall be the final authority in the selection of any and all proposals for acceptance and award.

17. **BID PROTESTS**

All bid protests shall be submitted to the purchasing agent (Shannon Hopper, CPPB at shopper@ocoee.org with a copy to the Joyce Tolbert, CPPB, NIGP-CPP, Procurement Manager at jtolbert@ocoee.org) in the following manner:

A. A bidder 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:

(1) Issues arising from the procurement provisions of the RFP, its addenda, and other bidding documents; and/or

(2) Applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications), if any. 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 purchasing agent 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 purchasing agent, 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.

18. **DRUG-FREE WORKPLACE**

Provide a statement concerning the Proposer's status as a Drug-Free Work Place or evidence of an implemented drug-free workplace program. **Submit the attached form with proposal.**

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

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

b) 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.

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

Respondent declares by submission of a Proposal 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 the contract for the described services.

Respondent certifies that no City Commissioner, other City Official or City employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this Proposal. (For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.)

Respondent 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, Respondent agrees to immediately notify the City in writing. **Submit attached form with Proposal.**

Respondent 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.

Respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with the City, Respondent offers and agrees that if this negotiation is accepted, Respondent 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 Respondent. The Proposal constitutes a firm and binding offer by the Respondent to perform the services as stated. **Submit attached form with Proposal.**

21. **PUBLIC ENTITY CRIME STATEMENT:**

All invitations to bid, as defined by Section 287.012(16), Florida Statutes, requests for proposals, as defined by Section 287.012(23), 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

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

22. **HUMAN TRAFFICKING**

Pursuant to Florida Statute, §787.06(13), when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in §787.06(2)(a) Florida Statutes. **Submit attached affidavit with Proposal.**

23. **FOREIGN COUNTRIES OF CONCERN**

Pursuant to Florida Statute 287.138(4)(a), a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Florida Statute 287.138(2)(a)-(c). **Submit attached affidavit with Proposal.**

24. **E-VERIFY**

By entering into this 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.

E-VERIFY REGISTRATION AND USE.

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.

Submit attached affidavit with Proposal

25. **WORK ASSIGNMENT PROCEDURES**

The City shall issue purchase orders under the continuing contract. Invoicing for completed work shall reference the purchase order number, and be submitted to the Police Department for processing, with a copy to:

Accounts Payable
Finance Department
City of Ocoee
1 N. Bluford Avenue
Ocoee, Florida 34761

(Remainder of page intentionally left blank.)

B. STANDARD INSURANCE REQUIREMENTS:

The successful Respondent 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 Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor 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 Ch. 440, Florida Statutes.

a) 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 subcontractor providing such insurance.

b) 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 subcontractor 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 subcontractor 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

c) 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:

   1) 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

   2) 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
      - $1,000,000 PER OCCURRENCE
      - $1,000,000 PERSONAL & ADVERTISING INJURY
      - Include Waiver of Subrogation in favor of the City of Ocoee

   3) Subcontractor's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Contractor shall require each subcontractor to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subcontractors in the Contractor's policy, as specified above.

   4) Owner's Protective Liability Insurance: 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 contractors and are directly imposed because of the named insured's general supervision of the independent contractor. The Contractor 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.

5) 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: FOR PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE CITY SHALL BE NAMED AS ADDITIONAL INSURED.**
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 AGGREGATE

6) Commercial Umbrella:
   - $1,000,000 PER OCCURRENCE
   - $2,000,000 Aggregate
   - Including Employer's Liability and Contractual Liability

7) Builders Risk: (Not applicable)
   - $100,000 Any (1) Location
   - $1,000,000 Any (1) Occurrence

8) Certificates of Insurance: Certificate of Insurance Form (see sample on next page), naming the City of Ocoee as an additional insured will be furnished by the Contractor upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Agent. This certificate shall be dated and show:
   i) The name of the Insured contractor, the name of the insurer, the number of the policy, its effective date, its termination date.
   ii) 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.

(Remainder of page intentionally left blank.)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID JC FRAZE-1 | DATE (MM/DD/YYYY) 11/04/04

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED

Contractor's Name
Address

INSURER A:	AM Best Rating A- or Better	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	GENERAL LIABILITY					
	X	[X] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[ ] POLICY [X] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[X] ANY AUTO				BODILY INJURY (Per person)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		[ ] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] HIRED AUTOS					
		[X] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 1,000,000
	X	[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 2,000,000
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					
		Builders Risk				Any 1 Loc	100,000
						Any 1 Occ	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The insurance evidenced by this certificate shall name the certificate holders as an additional insured on the General Liability & Umbrella Liability. Workers' Compensation, Employers' Liability & General Liability shall contain a Waiver of Subrogation in favor of the certificate holder. The certificate holder is added as a named insured for Builders Risk.

CERTIFICATE HOLDER

OCOEE01

City of Ocoee
150 N. Lakeshore Drive
Ocoee FL 34761-2258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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SAMPLE

C. SCOPE OF SERVICES

The Special Magistrate agrees to personally perform the duties of the violations hearing special magistrate to hear notices of violations of the City Code, as outlined in the Code. The Special Magistrate shall also hear matters relating to red light cameras violations, school zone speed enforcement cameras, Code Enforcement violations, and all other matters assigned, unless a conflict of interest exists. Special Magistrate shall prepare and file with the City Manager or designee a written order stating findings and the amount of fine, if applicable. Special Magistrate shall not delegate or assign its rights or obligations hereunder in whole or in part.

The City shall provide an appropriate location to conduct the proceedings. The City shall also provide staff to operate a recording device, schedule hearings, and perform the administrative tasks related to the hearings. All office and overhead expenses not provided by the City including, but not limited to, travel, shall be borne by the Special Magistrate.

Special Magistrate may perform legal work for other clients in his/her private practice so long as it does not conflict with Special Magistrate's obligations under this Agreement. Special Magistrate shall promptly notify the City of any conflicts or other reason which Special Magistrate feels would make it inappropriate for him/her to decide a case.

D. SUBMITTALS

Submissions should be limited to a total of **forty (40) 8.5" x 11" pages**, 12-point font, if possible. The page limit applies to the material contained in Sections 1, 2, and 3 of the proposal, as described below. The person signing the proposal on behalf of the Respondent shall have the legal authority to bind the Respondent to the submitted proposal.

Proposals submitted in response to this RFP should be designed to portray to the City how Respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services above. In order for the City to evaluate each Proposal, Respondents should provide information related to their ability to provide the services that will best meet the needs of the City. The submission materials include the following:

Section 1: Qualifications

- The name, resume and Florida Bar number of the Respondent with a statement that the Respondent is in good standing with the Florida Bar.
- A description of relevant experience and expertise in the area of traffic law and knowledge and/or experience with Florida Red Light Standards and Technology, Florida school zone speed enforcement cameras, the provisions of Section 316.0083, and 316.1896 Florida Statutes, and Ocoee City Code Chapter 168, Article III.
- A description of relevant experience and expertise in the area of Code Enforcement Violations, the provisions of Chapter 162, Florida Statutes and Ocoee City Code Chapter 7.
- A statement related to the experience of the Respondent as a member of the judiciary or as a Special Magistrate.
- A statement describing the ability to provide prompt, quality legal services.

- A statement disclosing any current, pending or potential disciplinary action or malpractice claims or other like proceeding against the firm. List any partner or associate of the firm that is involved in such action or claim.
- Without breaching client confidentiality, a statement indicating whether any clients are currently involved or anticipating being involved in judicial or administrative litigation with the City (or its officers or employees) and whether any firm clients have filed in the past twelve months or anticipate filing in the next twelve months any form of regulatory application with the City.
- Without breaching client confidentiality, a description of any existing, potential or probable conflicts of interest which exist, or which may arise for the firm during the term of the contract.

Section 2: References

- List of at least three (3) client references with other public or private agencies and include a description of the work performed, contract dates, the awarding agency's name, the point of contact, telephone number(s), and e-mail address.

Section 3: Schedule and Availability

- Provide confirmation that Respondent is available to serve as the Special Magistrate one to two days per month and that the Respondent acknowledges that travel time to and from the City is not reimbursable.
- Location of office and approximate distance (in miles) and time (in hours) to Ocoee City Hall.

Section 4 – Price Proposal (Exhibit A)

- Exhibit A (Any proposal submitted without a price proposal will be deemed non-responsive.)

Section 5: Forms and Other Documentation (not included against page count)

- Summary of Litigation, Acknowledgement of Addenda, Exceptions to Scope or Contract
- Forms listed on Table of Contents as to be submitted with your proposal.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFP	Request for Proposals published
16 days later	Last day for questions
23 days later	Statements of qualification are due
30 days later	Proposals distributed to evaluation committee
39 days later	Evaluation committee meeting held
Commission meeting date TBD	Recommendation of Award to City Commission

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

F. SELECTION PROCESS

A City evaluation committee will review and evaluate each Respondent's submittal and will short-list and recommend to the City Commission one (1) firm to perform the required services.

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/or may require oral presentations or interviews of firms. The City Commission shall be the sole judge of the competency of Respondents.

All Respondents shall be notified via Bonfire or other means of staff's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by staff shall be final. The successful Respondent shall be required to execute an agreement which provides, among other things, that any plans, drawings, reports, and specifications that result from Respondent's services shall become the property of the City. Upon the successful negotiation of an agreement, a formal contract will be prepared and subsequently executed by both parties.

G. EVALUATION CRITERIA

The criteria for making an aware recommendation are as follows:

EVALUATION CRITERIA	MAXIMUM POINTS
1. Experience and References of Respondent Professional qualifications	**40**
2. Availability to meet schedule and availability requirements Current work schedule and availability of Respondent	**20**
3. Respondent's understanding of the requested services Quality of submittal	**30**
4. Price Proposal	**10**
TOTAL POSSIBLE POINTS	**100**

Information supplied by client references may be used in determining the relative mertits of a respondent under any and all of the above criteria.

EXHIBIT A
RFP 26-002 SPECIAL MAGISTRATE SERVICES
PRICE PROPOSAL FORM

Respondents must complete and submit this Price Proposal Form as part of the proposal package.

SERVICE DESCRIPTION	**HOURLY RATE**
Special Magistrate Services per RFP 26-002 Scope of Services	$ /hour

Respondent: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

SUMMARY OF LITIGATION:
Provide a summary of any litigation, claim(s), proposal disputes, or contract dispute(s) filed by or against the Respondent in the past five (5) years that is related to the services that the Respondent provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contact 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)

_____
_____
_____
_____
_____
_____

ACKNOWLEDGMENT OF ADDENDA:
Respondent acknowledges receipt of the following addenda:

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

EXCEPTIONS:
Does Respondent have any Exceptions to the Scope of Work or terms of the Contract Documents? Yes _____ No _____

List any exceptions Respondent has to this scope of work or contract terms. Exceptions will not be considered after the bid has been awarded. The City reserves the right to accept or reject any requested exceptions. If Respondent leaves this question blank, Respondent agrees it has no exceptions.

_____
_____
_____
_____
_____

COMPANY INFORMATION/SIGNATURE SHEET

FAILURE TO COMPLY WITH THE RFP INSTRUCTIONS MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL. SIGN BELOW ATTESTING YOU HAVE READ AND UNDERSTAND ALL RFP INSTRUCTIONS. THE PERSON SIGNING THIS FORM SHOULD HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY IN A LEGAL CONTRACT.

_____ _____
COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

_____
E-MAIL ADDRESS

_____ IF REMITTANCE ADDRESS IS DIFFERENT
AUTHORIZED SIGNATURE (manual) FROM PURCHASE ORDER ADDRESS,
PLEASE INDICATE BELOW:

_____
NAME/TITLE (PLEASE PRINT) _____

_____ _____
STREET ADDRESS

_____
CITY STATE ZIP

FEDERAL ID #_____

_____Individual _____Corporation _____Partnership _____Other (Specify)_____

STATE OF_____
COUNTY OF_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____day of _____, 20____.

Personally Known_____ or
Produced Identification_____
_____
(Type of Identification)

_____
Signature of Notary Public

_____
Printed, Typed or Stamped Commissioned
Name of Notary Public

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087, hereby certifies that it has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder: _____

Signature _____

By: _____
(Print or Type Name)

Title: _____

Date: _____



CONFLICT OF INTEREST DISCLOSURE FORM

Award of this contract is subject to the provisions of Chapter 112, Florida Statutes, and all applicable federal, state, and local laws. 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 RFP.

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

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NON-COLLUSION AFFIDAVIT

_____, being first duly sworn deposes and says:

1. He/She is the _____
(Owner, Partner, Office, Representative or Agent)
of _____, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Title: _____

STATE OF_____
COUNTY OF_____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202___, by _____ who ☐ is personally known to me or ☐ has presented _____ as identification.

_____
Notary Public
My Commission Expires: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

Bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any of its establishments, and that employees are not permitted to perform their services at any location, under this control, where segregated facilities are maintained. Bidder certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that Bidder will not permit its employees to perform their services at any location under Bidder's control where segregated facilities are maintained. Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder agrees that (except where Bidder has obtained identical certification from proposed subcontractors for specific time periods) Bidder will obtain identical certifications from proposed subcontractors, if any, prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Bidder will retain such certifications in its files.

The nondiscriminatory 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 United States Secretary of Labor are incorporated herein.

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20___.

By: _____

_____
(Title)

Official Address (including Zip Code):

_____

_____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Bidder certifies that the company is not participating in a boycott of Israel. Bidder certifies that Bidder is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, not on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that Bidder is unable to provide such certification but still seeks to be considered for award of this solicitation, Bidder shall, on a separate piece of paper, clearly state that it is on one or both of the Scrutinized Companies lists and shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. Bidder agrees to cooperate fully with the City in any investigation undertaken by the City to determine whether the claimed exception would be applicable. City shall have the right to terminate any contract resulting from this solicitation for default if Bidder is found to have submitted a false certification, or to have been placed on the Scrutinized Companies that Boycott Israel List, or to have been placed on the Scrutinized Companies for Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

Bidder: _____

By:_____
(Authorized Signature)

Printed Name and Title:_____

Date:_____

HUMAN TRAFFICKING AFFIDAVIT

The undersigned, on behalf of Contractor, hereby attests as follows:

1. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Ocoee from executing, renewing, or extending a contract to entities that use coercion for labor or services.
2. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the non-governmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind, and make the above attestation on behalf of, the Contractor. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

By: _____
Print Name: _____
Print Title: _____
Company Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202___, by _____, as _____ of _____, who is ☐ personally known to me or ☐ produced _____ as identification.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____
My Commission Expires: _____

COMPANY NOT AN ENTITY OF FOREIGN COUNTRY OF CONCERN

For purposes of this affidavit, "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

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

3. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
4. I am an officer or representative of _____ (hereinafter “Entity”), and I am authorized to provide this affidavit on its behalf.
5. Entity is not owned by the government of a foreign country of concern.
6. No government of a foreign country of concern has a controlling interest in Entity.
7. Entity is not organized under the laws of or has its principal place of business in a foreign country of concern.
8. If, at any time in the future, Entity does become owned by a foreign country of concern, if a foreign country of concern acquires a controlling interest in Entity, or Entity becomes organized under the laws of or relocated to a foreign country of concern, Entity will immediately notify the City of Ocoee and no contracts may be executed, renewed, or extended between the parties.
9. I have read the foregoing affidavit and confirm that the facts stated in it are true, and are made for the benefit of, and reliance by the City of Ocoee.

Further Affiant sayeth naught.

Authorized Signature: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged ☐ by physical means / ☐ by electronic means before me this _____ day of _____ 20__, by _____, who ☐ is personally known to me / ☐ presented _____ as identification and who ☐ did / ☐ did not take an oath.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____

My Commission Expires: _____

CONTRACTOR'S E-VERIFY AFFIDAVIT

I hereby certify that _____[contractor] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

Authorized Signature: _____
Printed Name: _____
Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this ___ day of _____ 20____, by _____ _____ (name and title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☐ has produced _____ as identification.

_____
Notary Public Signature

(Seal)

Print Notary Name: _____
My Commission Expires: _____

EXHIBIT "B"
PROPOSED AGREEMENT FOR
RFP #26-002 SPECIAL MAGISTRATE SERVICES

THIS SPECIAL MAGISTRATE SERVICES AGREEMENT ("Agreement") is entered into on the ____ day of _____ 202__, by and between the CITY OF OCOEE, a Florida municipal corporation, whose address is 1 N. Bluford Avenue, Ocoee, Florida 34761 ("City"), and _____, whose address is _____ ("Special Magistrate").

RECITALS

Whereas the role of Special Magistrate is to include presiding over certain various red- light camera violations hearings and certain code enforcement matters; and

Whereas Ocoee desires to engage the services of Special Magistrate to allow Special Magistrate to perform the duties described herein and subject to the terms and conditions set forth herein.

AGREEMENT

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

1. Qualifications. Special Magistrate warrants that he/she is fully qualified to perform the duties of Special Magistrate as described herein and under Florida law and warrants that he/she is a member in good standing of the Florida Bar.

2. Special Magistrate. Special Magistrate agrees to personally perform the duties of the violations hearing special magistrate to hear notices of violations of the City Code, as outlined in the Code. Special Magistrate shall also hear matters relating to red light cameras violations, school zone speed enforcement cameras, Code Enforcement violations, and all other matters assigned, unless a conflict of interest exists. Special Magistrate shall prepare and file with the City Manager or designee a written order stating findings and the amount of fine, if applicable. Special Magistrate shall not delegate or assign its rights or obligations hereunder in whole or in part.

3. City Responsibilities. City shall provide an appropriate location to conduct the proceedings. City shall also provide staff to operate a recording device, schedule hearings, and perform the administrative tasks related to the hearings. All office and overhead expenses not provided by City including but not limited to travel, shall be borne by Special Magistrate.

4. Compensation. Special Magistrate shall be paid _____ and no/100 Dollars ($____.__) per hour for services performed by Special Magistrate. In the event all hearings scheduled for a particular date are cancelled, Special Magistrate shall not be compensated for that date if he is notified at least 48 hours in advance. Special Magistrate shall be paid for a minimum

of two (2) hours in the event that less than 48 hours' notice of cancellation is given. Special Magistrate may perform legal work for other clients so long as it does not conflict with Special Magistrate's obligations under this Agreement. Special Magistrate shall promptly notify the City of any conflicts or other reason which Special Magistrate feels would make it inappropriate for Special Magistrate to decide a case.

5. Term and Termination. This Agreement shall consist of one (l) initial one (I) year term beginning _____ ("Effective Date"), with four (4) separate one (1) year renewable terms, for a maximum of five (5) years under this Agreement unless terminated earlier. Either party may terminate this Agreement at any time by providing thirty (30) days written notice of its intent to terminate to the other. Unless otherwise directed by City, Special Magistrate shall, prior to the termination date, complete all of its duties including, but not limited to, filing written orders, in any case heard by Special Magistrate.

6. Independent Contractor City and Special Magistrate intend that the relationship between them shall be that of Special Magistrate as an independent contractor. Special Magistrate and no agent or employee of the Special Magistrate shall be deemed to be an agent or employee of the City. None of the benefits provided by City to its employees including, but not limited to, Worker's Compensation insurance and unemployment insurance, are available to Special Magistrate or the agents or employees of Special Magistrate.

7. Insurance. Special Magistrate shall provide evidence of both General Liability and Professional Liability Insurance in the form of a certificate of insurance issued on behalf of the City and naming the City as an additional insured, by a company or companies, acceptable to the City at the minimum limits and coverages with deductible amounts acceptable to the City.

8. Audit. City, at its discretion, may audit or inspect Special Magistrate's books, financial records, ledgers, time sheets, or other records relating to services under this Agreement for a period of three (3) years following termination of this Agreement.

9. Public Records. City is a public agency subject to Chapter 119 Florida Statutes. Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:
   a. Keep and maintain public records required by City to perform the services.
   b. Upon request from City's custodian of public records, provide 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 Agreement term and following completion of the Agreement if the Special Magistrate does not transfer the records to the City.
   d. Upon completion of the Agreement, Special Magistrate agrees to transfer at no cost to the City all public records in possession of the Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, the Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Special Magistrate keeps and maintains public records upon completion of the Agreement, the Special Magistrate 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 Special Magistrate who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119. l 0, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 1 N BLUFORD AVE., OCOEE, FLORIDA 34761.

10. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. The Agreement may be modified only by written instrument signed by all parties hereto.

11. Notice. Any notice required or allowed to be delivered under this Agreement shall be provided in writing and sent to the address on page l of this Agreement. Notice shall be sent by hand delivery or sent by a nationally recognized overnight delivery service for next business day delivery.

12. Governing Law and Venue. This Agreement is to be governed by, and construed and enforced in accordance with, the Laws of the State of Florida. In the event any litigation or other formal legal or equitable proceeding (collectively, the "Litigation") between any of the Patties hereto, or their affiliates, heirs; agents, successors, or assigns, is instituted in connection with the construction, interpretation, or enforcement of this Agreement, the party commencing such litigation shall be required to institute the same in state courts within the jurisdiction and venue of Orange County, Florida.

13. No Waiver. No wavier of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be original as against any party whose signature appears thereon, and all of which together shall constitute one and the same Agreement.

15. Severability. If any provision of this Agreement is ultimately determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without effecting the validity of any other provision hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

CONTRACTOR:

BY: _____

PRINT NAME: _____

TITLE: _____

WITNESSES:

NAME:_____ NAME:_____

TITLE: _____ TITLE: _____

CITY: CITY OF OCOEE, FLORIDA

ATTEST: APPROVED:

BY: _____ BY: _____
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 CITY OF OCOEE
COMMISSION AT A MEETING HELD
on _____, under Agenda Item __.

FISHBACK DOMINICK

BY: _____
Richard S. Geller, City Attorney

Mayor
Rusty Johnson

City Manager
Craig Shadrix

Commissioners
Scott R. Kennedy, District 1
Rosemary Wilsen, District 2
Richard Firstner, District 3
George Oliver III, District 4

November 13, 2025

ADDENDUM NO. ONE (1)
CITY OF OCOEE
RFQ #26-002 SPECIAL MAGISTRATE SERVICES

This addendum shall modify and become a part of the original RFP Documents. This addendum consists of one (1) page. Respondents should acknowledge receipt of this addendum in the space provided in the RFP Documents. Failure to do so may subject the Respondent to disqualification. The due date has changed.

Amendments to the RFP Documents are as follows:

1. **REVISED DATES FOR RFP #26-002:**

   Deadline for Receipt of Questions: Tuesday, November 25, 2025, at 2:00 p.m. local time.

   Submission Deadline: Thursday, December 4, 2025 at 2:00 p.m. local time.

Shannon Hopper

Shannon Hopper, CPPB
Purchasing Technician II

cc: Vincent Ogburn, Police Chief

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 7

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval to Replace the Base Station for the Sensus FlexNet Metering System. (Utilities Director Bolling)

Background Summary:
As part of the approved City of Ocoee Budget for Fiscal Year 2025-2026, the Water Field Capital Improvement budget includes $78,000 to replace the tower antenna base station for the Sensus FlexNet Water Metering System. The tower base station collects and transmits meter data for water billing, and the existing tower antenna base station utilizes outdated technology and has reached the end of its useful life. This has resulted in increased manual rereads and delays with consumption data being transferred into the customer portal.

Core & Main, who is the sole source provider of Sensus products, has provided a quote of $67,540.54 to install a new base station that is supported by a five-year protection plan.

Issue:
Should the Honorable Mayor and City Commission approve to contract Core & Main to replace the base station for the Sensus FlexNet Metering System?

Recommendations:
Staff recommends that the Honorable Mayor and City Commission authorize the replacement of the Sensus base station by contracting with Core & Main at a cost of $67,540.54. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority for each change order and up to the budgeted amount for this project for all change orders.

Attachments:
1. Bid Proposal

Financial Impacts:
This purchase is adequately funded in the FY 2025-2026 budget under Job # P000476 GL 408-533-10-6302.

Type of Item: Consent

Bid Proposal for Ocoee Base Stations 12/10/25

CUSTOMER

OCOEE, CITY OF
1 N Bluford Ave
Ocoee, FL 34761

Job
Ocoee Base Stations 12/10/25
Ocoee, FL
Bid Date: 12/10/2025
Bid #: 4616310

CONTACT

Sales Representative
Michael Benedict
(T) 407-291-1545
Michael.Benedict@coreandmain.com

Core & Main
6106 Beggs Rd
Orlando, FL 32810
(T) 4072911545

NOTES

Bid Proposal for Ocoee Base Stations 12/10/25

OCOEE, CITY OF
Job Location: Ocoee, FL
Bid Date: 12/10/2025
Core & Main Bid #: 4616310

Core & Main
6106 Beggs Rd
Orlando, FL 32810
Phone: 4072911545
Fax: 4072912006

Seq#	Qty	Description	Units	Price	Ext Price
10	1	M420 BASE STATION	EA	41,739.24	41,739.24
20	1	BASE STATION INSTALL(ESTIMATE	EA	14,285.72	14,285.72
30	1	5 YEAR PROTECTION PLAN	EA	10,429.60	10,429.60
40	1	MODEM	EA	967.18	967.18
50	1	AIR GAIN ANTENNA	EA	118.80	118.80
				Sub Total	**67,540.54**
				Tax	0.00
				Total	**67,540.54**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 8

Contact Name:
Contact Number:

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: Approval of License Agreement Between Florida Central Railroad Company, LLC (FCEN) for the Clarke Road Force Main Relocation Project. (Utilities Director Bolling)

Background Summary:

The 8" force main on North Clarke Road, north of A.D. Mims Road, has experienced several breaks and requires replacement to avoid future pipe breaks. The force main replacement has been split into two phases. Phase 1 was completed with the Clarke Road Widening project. Phase 2 runs approximately 550 feet north of Ocoee Vista Parkway and runs south to AD Mims Road and includes the relocation of the existing Florida Central Railroad (FCEN) crossing. Relocation of the railroad crossing removes the current point of connection from under pavement in the intersection of Wurst Road and Clarke Road into a grass area adjacent to Wurst Road.

To construct any utilities under the railroad tracks, the City must first enter into a licensing agreement with FCEN. Past agreements with FCEN have required the City to pay an annual license fee that increases each year based on the Consumer Price Index (CPI). To avoid recurring yearly fees with escalation, staff is requesting approval of a one-time application fee of $1,500.00 and a one-time license fee of $24,400.00. The existing annually reoccurring licensing agreement will be terminated upon completion of the force main relocation and the the one-time license fee will provide the City with substantial savings over the lifetime of the agreement.

Issue:

Should the Honorable Mayor and City Commission approve the one-time license application and License Agreement between Florida Central Railroad Company, LLC (FCEN) for the Clarke Road Force Main Relocation Project?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the one-time application and License Agreement with FCEN for the Clarke Road Force Main Relocation Project at a total cost of $25,900.00. Staff also recommends that the City Manager be authorized to approve changes to this contract up to the limit of his purchasing authority.

Attachments:

1. Agreement

Financial Impacts:
The City has adequate funding in the Capital Improvements Fund (G/L: 408-535-10-6302) under Job #P000339 for this agreement.

Type of Item: Consent

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into as of this ___ day of _____, 2026 by and between **FLORIDA CENTRAL RAILROAD COMPANY, LLC**, a Florida corporation with an address of 3001 West Orange Avenue, Apopka, FL 32703 ("FCEN") **CITY OF OCOEE.,** a municipal corporation of Florida with an address of 1 North Bluford Avenue, Ocoee, FL 34761 (the "Licensee").

Preliminary Statement

A. Licensee, for the economical and convenient conduct of Licensee's business, desires to obtain from FCEN a license to use a portion of FCEN's right of way leased to FCEN pursuant to a lease agreement between FCEN and CSX Transportation, Inc. (the "CSX Lease"), without establishing, claiming, or possessing any estate or interest therein (the "License"), for the benefit of License.

B. FCEN has the right, power, and authority to enter into this License Agreement, pursuant to the CSX Lease.

C. Licensee desires to construct and maintain an underground force sewer main, (the "Pipe") within the License Area, defined below.

NOW THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. GRANT OF LICENSE
FCEN hereby grants unto Licensee, its successors and assigns a License, with authority to enter upon, construct and maintain, pursuant to this License, the Pipe under the FCEN's tracks and right of way near the intersection of Clarke Rd and A.D. Mims Rd. , in the vicinity of Railroad Mile Post AVB 834.98, DOT Crossing 914121Y Ocoee, Orange County, Florida (the "License Area"), described on Exhibit A, adhering to AREMA standards and the recommendations, if any, of the Intertek PSI report, which are attached hereto and incorporated herein. Original force main construction under License agreement dated 11/1/1990 incorporated here by reference shall be deemed cancelled and pipe shall be removed in its entirety or grouted in place.

2. SUBJECT TO MASTER LEASE AGREEMENT
This License shall be subject to the terms and conditions of the CSX Lease, a memorandum of which is recorded in the public records.

3. STATUS OF SUBCONTRACTORS
For purposes of this Agreement, all references to Licensee shall include Licensee, its contractors, subcontractors, agents, officers, employees, and others acting under its or their authority.

4. USE

Licensee shall use the License Area for the construction, maintenance and operation of the Pipe that are the subject of this Agreement only for the conveyance of sewer water within main, and any other purpose or use is prohibited. Notwithstanding any contrary provisions herein, Licensee agrees that this License shall not be used in any way that will inhibit the use of the License Area by FCEN, its successors or assigns. The Pipe shall be constructed, maintained and operated by Licensee in accordance with Exhibit A.

5. CONDUCT OF WORK

All work connected with the construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of the said Pipe shall be undertaken within the License Area. However, no such work shall be performed without prior written notice to, and approval of, FCEN's General Manager. Any and all work shall be performed in a manner satisfactory to the FCEN. All work shall be performed at times and in a manner which shall not disturb the reasonable operation of the business of FCEN. At the sole discretion of FCEN's General Manager, flag protection services may be required during construction and periods of maintenance. Licensee, in accordance with Paragraph 14 below, shall be responsible for all costs and expenses of any flagging service.

6. FEE

Licensee shall pay to FCEN for this License a one-time fee of Twenty-Four thousand four hundred Dollars ($24,400.00) per occupancy, (the "Fee") plus Fifteen Hundred Dollars ($1,500.00) for application and document processing. Licensee shall pay the Fee to FCEN within thirty (30) days after presentation of an invoice. Notwithstanding any contrary provisions herein, Licensee shall not access, enter upon, or use the License Area until FCEN receives the Fee from Licensee. In the event FCEN terminates this License prior to the expiration of the Term, it will return a prorated portion of the Fee to Licensee.

7. TERM

The term of this License Agreement shall run for a period of twenty (20) years from the above date. Thereafter, this Agreement shall automatically renew for successive five (5) year periods unless or until it is terminated as provided below.

8. TERMINATION

Notwithstanding any contrary provisions contained herein, this Agreement may be terminated at any time by either FCEN or Licensee by giving to the other party twelve (12) months advance written notice of its intention to so terminate. In the event of termination, Licensee shall remove the Pipe and restore the License Area as nearly as possible to as good order and condition as when original entry was made thereon by

said Licensee, at its sole expense, cost, and liability. Upon failure to do so, FCEN may at any time thereafter, remove the Pipe and repair the License Area at the sole expense, cost, and liability of Licensee.

9. GOVERNMENT REQUIREMENTS

Installation of the Pipe pursuant to this License Agreement shall be performed in accordance with all appropriate governmental and administrative requirements for the use(s) for which such Pipe is to be maintained.

10. FCEN REGULATIONS

Licensee agrees that it shall observe and obey all regulations of FCEN respecting the use of the License and the License Area.

11. NON-PERMANENT LOCATION

Licensee recognizes that it may be in the best interest of FCEN to move the Pipe to other areas within FCEN's property, and therefore, Licensee agrees, at Licensee's cost and expense, to move or relocate the said Pipe at the reasonable request of FCEN. Licensee hereby agrees to effectuate and perform such move expeditiously and within reasonable constraints of time.

12. RISK, LIABILITY, INDEMNITY

12.1 To the extent permitted by applicable law and expressly limited to the amounts set forth in in §768.28, Fla. Stat. (2023), except Contractors on behalf of Licensee. Licensee shall defend, indemnify and save FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless, from and against, any and all liability, loss, claim, suit, damage, charge, or expense (including reasonable attorney's fees and experts) which any such party may suffer, sustain, incur or in any way be subjected to, on account of death of, or injury to, any person and damage to or loss of or destruction of any property, arising out of, or resulting from, or in any way connected with, the construction, presence, existence, repair, maintenance, replacement, operation, use, or removal of Licensee's Pipe, the use of the License Area pursuant hereto or any structure in connection therewith, or restoration of the License Area to good order or condition. Other than the above limited indemnity not to exceed the amounts set forth in §768.28 Fla. Stat. (2023), nothing in this Agreement shall be construed as a waiver of Licensee's sovereign immunity.

12.2. Use of FCEN's right of way involves certain risks of loss or damage as a result of FCEN's operations. Licensee expressly assumes all risk of loss and damage to persons or Licensee's property or Pipe, in, on, over or under the License Area, including loss of or any interference with use thereof, regardless of cause, including derailment, arising out of FCEN's operations. For purposes of this section, Licensee's property shall include the contents of the Pipe as well as property of third parties situated or placed upon FCEN's right of way by Licensee or by such third parties at the request of or for the benefit of Licensee.

12.3 Without limiting the generality of other provisions herein, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipe or the required depth and support for the Pipe.

12.4 Without limiting the generality of other provisions contained herein, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold FCEN and its officers, shareholders, directors, affiliates, parents, employees, and agents harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees as a consequence of any pollution of air, water, land and/or ground water on or off the License Area, arising from, or in connection with, Licensee's use of this License Area or resulting from the leaking, bursting, spilling, or escape of the material transmitted in or through Licensee's Pipe; (b) any claim or liability arising under federal or state law dealing with pollution of air, water, land, and/or ground water arising from the circumstances referenced in (a) of this provision or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of FCEN's tracks caused by Licensee's use of the License Area or the presence of Licensee's facilities.

12.5 Obligations of Licensee hereunder to defend, indemnify and hold FCEN harmless shall also extend to companies or other legal entities that control or are under common control with FCEN and its/their respective officers, shareholders, directors, agents, and employees.

12.6 Nothing in this Agreement shall require Licensee to indemnify FCEN or its other subsidiaries or affiliates or hold them harmless from damages caused exclusively by FCEN's own willful misconduct or gross negligence.

12.7. Licensee's duty to defend, indemnify, and hold FCEN harmless shall survive the expiration and/or termination of this License Agreement.

13. NOTICES

All notices on the part of Licensee to FCEN shall be given in writing to the General Manager, **FLORIDA CENTRAL RAILROAD COMPANY, LLC.,** 3001 West Orange Avenue, Apopka, Florida 32703.

All notices on the part of FCEN to Licensee shall be given in writing to the City of Ocoee, 1 N Bluford Avenue, Ocoee, Florida 34761 Attn: City Manager

All notices shall be delivered in person, or via overnight courier, or email.

14. FCEN COSTS AND EXPENSES

Licensee agrees to pay to FCEN all reasonable costs and expenses incurred by FCEN due to FCEN's granting of this License or due to the use, maintenance, or existence of said License by Licensee. Such costs and expenses shall include, but are not limited to, FCEN's cost of providing flag protection services pursuant to Paragraph 5 above. Licensee's cost for such flag protection services shall be the then-current

rate per day for the particular flag protection services that FCEN determines, in its sole discretion, are required after reviewing the needs of the work site.

15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and Licensee hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of Licensee or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

16. ASSIGNMENT

No assignment of rights or privileges hereunder by Licensee shall be valid unless the written consent of FCEN is first obtained. FCEN will consent to an assignment by the Licensee provided that the assignee assumes all obligations and duties of the Licensee to the reasonable satisfaction of FCEN, and the Licensee and the assignee execute FCEN's usual and customary assignment and assumption agreement.

17. FUTURE PARTIES

This License shall inure to the benefit of, and be binding upon, the Parties hereto and their respective, heirs, legal representatives, successors, and assigns.

18. REMEDIES

The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any party may be lawfully entitled. The failure or delay of any party to insist upon the strict or timely performance of a covenant hereunder or any obligation hereunder, shall not be a waiver of such party's right to demand strict compliance therewith in the future.

19. CAPTIONS

All titles or captions are inserted for convenience only and they in no way shall be construed to define, limit, or describe the scope of this Agreement or any provision thereof.

20. SEVERABILITY

If any clause or provision of this Agreement shall be deemed to be invalid or unenforceable under present or future laws, then, in that event it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby.

21. CHOICE OF LAW

This instrument is being delivered and is intended to be performed in the state of Florida and shall be construed and enforced in accordance with the laws of that state. Any aggrieved party may proceed to enforce its rights in the appropriate action at law or in equity. Venue for all suits arising out of this instrument shall lie exclusively in the Courts of Orange County, Florida. By execution or adoption of this agreement, each party hereby submits itself to the *in personam* jurisdiction of the Courts of Orange County, Florida.

22. INSURANCE

Licensee and its Contractors shall maintain insurance in the following amounts:

(a) General liability insurance in the amount of Two Million dollars ($2,000,000);
(b) Contractual liability in the amount of Two Million dollars ($2,000,000);
(c) Worker's compensation, statutory limits or greater;
(d) Automobile liability, One Million dollars ($1,000,000); and
(e) Railroad Protective Liability with bodily injury protection of Two Million dollars ($2,000,000) and property damage of Two Million dollars ($2,000,000).

All such insurance shall name FCEN as an additional insured. The original of the railroad protective liability policy shall be provided to FCEN and certificates of insurance evidencing Licensee's compliance with subparagraphs (a), (b), (c), (d) and (e) above shall be forwarded to FCEN prior to any work commencing on or within the License Area. Notwithstanding anything to the contrary, the insurance required under subparagraph (e) shall only be required during installation of the Pipe and whenever the Pipe will be reconstructed, updated, maintained, or otherwise improved.

23. MODIFICATION

All modifications or waivers to this License Agreement must be in writing and executed by both parties.

24. MERGER

This Agreement represents the final, complete, and exclusive understanding of the Parties of the subject matter hereto.

25. LICENSEE'S AUTHORITY TO EXECUTE THIS AGREEMENT

Licensee represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against Licensee, and that its agent below is authorized to execute this License Agreement.

[END OF AGREEMENT EXCEPT FOR SIGNATURE PAGE AND EXHIBIT]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument on the day, month and year first written above.

Signed and delivered in the presence of:	FLORIDA CENTRAL RAILROAD COMPANY, LLC.
By:_____	By: _____

CITY OF OCOEE SIGNATURE PAGE

**(Florida Central Railroad Company - Lease Agreement -
North Clark Rd Railroad Crossing)**

CITY:

CITY OF OCOEE, FLORIDA

By:_____
Rusty Johnson, Mayor

ATTEST:

_____
Melanie Sibbitt, City Clerk

(SEAL)

APPROVED BY THE CITY OF OCOEE COMMISSION AT A MEETING HELD ON _____, 2025, UNDER AGENA ITEM NO. ____

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

FISHBACK DOMINICK

By: _____
Richard Geller, City Attorney

EXHIBIT A
LICENSEE'S 2025 APPLICATION FOR PIPE CROSSING AND INTERTEK PSI GEOGECHNICAL REPORT
(14 pages below)

Application for Facility Installation

Plans for proposed installation shall be submitted to and meet the approval and requirements of the Railroad Company before construction is begun. Material and installation are to be in strict accordance with specifications of the National Electrical Safety Code (NESC) or the American Railway Engineering Association (AREMA) which ever applies. **An original Plan, Section and Elevation views** from field survey showing location in respect to Mile Post, width of Railroad Right of Way, location of adjacent structures affecting crossing *must* accompany application. If open cutting or tunneling is necessary, details of sheeting and method of supporting tracks or driving tunnel shall also be shown. Flagging as defined by Railroad is required during installation and costs are responsibility of Agreement Holder.

THIS SECTION RAILROAD USE ONLY

Date Application Received by Road:		Application Fee:	$1,500.00	RR Agreement No:	OCOE-62-205
Railroad Approval:		Licensing Type:	1x fee	Licensing Amount:	$24,400.00

FIELDS BELOW TO BE FILLED IN BY APPLICANT

Narrative Please provide a Description / Scope of work to be performed (include purpose, scope of work, special conditions)
Jack and bore 41 LF of 20-inch steel casing for an 8-inch force main under the existing rail corridor

Installation Location Information		
City: Ocoee	State: Florida	County: Orange
Railroad Location: FCEN	GPS Latitude Entering ROW: 28.587265	GPS Longitude Entering ROW: -81.514268
Feet: 41	Select a direction from nearest railroad mile post: W	Mile Post No: 35 AVB 834.98
Angle between center line of right of way and occupancy will be (degrees): 90	No of RR Tracks to be crossed: 1	Total length within RR right of way measured in feet: 60
Will facility be located near a public roadway?:	Street Name: North Clarke Road	AAR/DOT Crossing Inventory Number: 911368T

Facility Owner Information		
Legal Information		
Owner's Complete Legal Company Name: City of Ocoee		
Legal Address Line 1: 1 N Bluford Avenue Legal Address Line 2:		
City: Ocoee	State: Florida	Zip: 34761
Business Type: Municipality	Other Business Type:	State of Business Registration: FL
The following must be provided for the person who will sign off on agreement:	Name: Rusty Johnson	Title: Mayor

Billing Information		
If same as legal address above, check here: ☑		
Billing City: Ocoee	Billing State: FL	Billing Zip: 34761
Billing Address Line 1: 1 N. Bluford Avenue	Billing Address 2:	

Owner Contact Information		
Contact Name: Jennifer Bolling, P.E.	Title: Utilities Director	E-mail: jbolling@ocoee.org
Office Phone: 407-905-3159	Extension:	Mobile Phone:
Emergency Phone:		

Project Engineer/Consultant/Agent Information		
If same as legal address above, check here:	Engineer/Consultant/ Agent Company Name: CPH Consulting, LLC	
Contact Name: Roberto Gonzalez		
Address Line 1: 1117 E. Robinson St.		
Address Line 2:		
City: Orlando	State: Florida	Zip: 32801
Office Phone: 407-425-0452	Mobile Phone:	E-mail rgonzalez@cphcorp.com

Project Information			
Is this covered by existing Railroad permit/ agreement or master agreement?	☐	Agreement Number & Date	
Is this project related to another transaction/project with railroad?	☐	Project Name	
Is this a new installation?	Yes		
Will proposed installation connect to an existing facility within railroad corridor?	No	Details	
Type of Installation: Pipe	20-inch steel casing	Method: Jack and Bore	*Plans of any sub-grade ≥30" diameter are subject to review by Engineers of Railroad choice at cost & expense of facility owner.*
Will this installation be parallel to railroad company tracks anywhere in excess of 150 feet? No	☐	If yes indicate length in feet.	

Pipe Installation		
Pipe Type: Steel Casing	Flammable: No	
Max working pressure (PSI): 75 PSI	Test Pressure Type: n/a	
Pipe Specifications	**Carrier Pipe**	**Casing Pipe**
Materials Specs & Grade	PVC DR-18	ASTM A252 or ASTM A139
Minimum Yield Strength of Material PSI	4,000 psi	35,000 PSI
Mill Test Pressure PSI		
Inside Diameter	8.00"	19.312"
Wall Thickness	0.503"	0.344"
Outside Diameter	9.05"	20"
Type of Seam	n/a	n/a
Laying Lengths	20 FT	20 FT
Kind of Joints	Restrained	Welded
Number of Vents: 0	Size of Vents: n/a	Height Above Ground: n/a
Seals: n/a	Cathodic Protection: No	Protective Coating: No
Type, size and spacing of insulators or supports: 8" wide, stainless steel band, 6.5' max spacing		

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the railroad incident to installation, maintenance, and/or supervision necessitated by this installation and further agrees to assume all liability for accidents or injuries which arise as a result of this installation.

IF THE APPLICATION IS APPROVED, THE APPLICANT SHALL EXECUTE THE RAILROAD'S STANDARD FORM OF LICENSE AGREEMENT. IN THE EVENT THE RAILROAD INCURS LEGAL FEES IN EXCESS OF $500 IN CONNECTION WITH THE COMPLETION OF THE LICENSE AGREEMENT THE APPLICANT SHALL PAY FOR ALL SUCH LEGAL FEES OF THE RAILROAD IN EXCESS OF $500. WHETHER APPROVED OR DENIED, IN THE EVENT LITIGATION ARISES OUT OF OR IN CONNECTION WITH THIS APPLICATION OR THE UNDERLYING SUBJECT MATTER OF THIS APPLICATION, THE APPLICANT SHALL BE RESPONSIBLE FOR, AND AGREES TO PAY, ALL ATTORNEY'S FEES AND COSTS INCURRED BY THE RAILROAD. THE APPLICANT AGREES THATTHERE IS VALID CONSIDERATION EXCHANGED BY ALL PARTIES HERETO TO SUPPORT ALL OBLIGATIONS CREATED BY THIS APPLICATION.

Date: 11/10/25	Written Signature
Title of Officer Signing Application: Utilities Director	Printed Name of Officer Signing Application: Jennifer Bolling, P.E.

City of Ocoee
Clarke Road Force Main Relocation

OCTOBER 2025

ocoee
florida

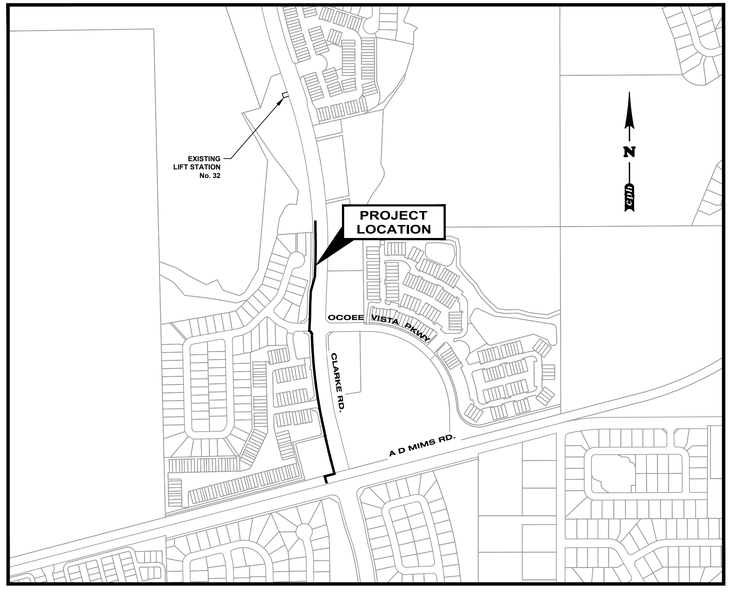
CITY OFFICIALS:

MAYOR:	RUSTY JOHNSON
COMMISSIONER DISTRICT 1:	SCOTT R. KENNEDY
COMMISSIONER DISTRICT 2:	ROSEMARY WILSEN
COMMISSIONER DISTRICT 3:	RICHARD FIRSTNER
COMMISSIONER DISTRICT 4:	GEORGE OLIVER III
CITY MANAGER:	CRAIG SHADRIX
ASSISTANT CITY MANAGER:	MICHAEL RUMER
UTILITIES DIRECTOR:	JENNIFER BOLLING, P.E.

OWNER:

CITY OF OCOEE
1 N. BLUFORD AVE. OCOEE, FL 34761
PH. 407.905.3100

CONTACT:
CITY OF OCOEE UTILITIES DEPARTMENT
1800 A. D. MIMS RD. OCOEE, FL 34761
PH. 407.905.3159



VICINITY MAP
N.T.S.

INDEX OF SHEETS:

C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	KEY SHEET
C-4	PLAN AND PROFILE
C-5	PLAN
C-6	PROFILE
C-7	PLAN AND PROFILE
C-8	RAILROAD CROSSING
C-9	DETAILS
C-10	STANDARD DETAILS
C-11	STANDARD DETAILS

cph
www.cphcorp.com
Building Better Communities Together

1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

Plans Prepared By:
CPH CONSULTING, LLC
A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

Sheet No.
C-1

100% SUBMITTAL

CELEBRATING 40 +YEARS cph

Job No. - CITY OF OCOEE - Project Name

J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Cover .dwg August 11, 2025

GENERAL PROVISIONS

1. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.

2. ALL CONSTRUCTION PROJECTS 1 OR MORE ACRES IN SIZE THAT DISCHARGE TO OFFSITE AREAS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORMWATER DISCHARGE FROM SMALL AND LARGE CONSTRUCTION ACTIVITIES. IN ORDER TO MEET NPDES REQUIREMENTS, THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP), IMPLEMENTING, INSPECTING, MAINTAINING, AND REPORTING ON ALL ELEMENTS OF THE SWPPP, COMPLETING AND SUBMITTING THE REQUIRED NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) FORMS AS THE OPERATOR, AND PAYING ALL ASSOCIATED FEES. FOR PROJECTS LESS THAN 1 ACRE IN SIZE THAT ARE NOT REQUIRED TO COMPLY WITH THE NPDES GENERAL PERMIT, THE CONTRACTOR IS STILL RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

3. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

4. CONTRACTOR SHALL PROVIDE A PRECONSTRUCTION VIDEO DOCUMENTING THE EXISTING CONDITIONS FROM RIGHT-OF-WAY TO RIGHT-OF-WAY ALONG PROJECT LIMITS. CONTRACTOR SHALL HAVE PROJECT SURVEYED AND STATION NUMBERS STAKES AND/OR PINS IN ASPHALT PRIOR TO PROVIDING A PRECONSTRUCTION VIDEO.

5. THE CONTRACTOR SHALL SUBMIT ELECTRONIC COPIES OF SHOP DRAWINGS TO THE ENGINEER AND CITY OF OCOEE UTILITIES ENGINEERING FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION. PRIOR TO SUBMISSION, THE CONTRACTOR SHALL THOROUGHLY CHECK SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES FOR COMPLETENESS AND FOR COMPLIANCE WITH THE CONSTRUCTION PLANS AND SHALL VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND SHALL COORDINATE THE SHOP DRAWINGS WITH THE REQUIREMENTS FOR OTHER RELATED WORK. THE CONTRACTOR'S RESPONSIBILITY FOR ERRORS AND OMISSIONS IN SUBMITTALS IS NOT RELIEVED BY THE ENGINEER'S AND CITY'S REVIEW OF SUBMITTALS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND CITY OF OCOEE UTILITIES ENGINEERING DEPARTMENT, IN WRITING AT THE TIME OF SUBMISSION, OF DEVIATIONS IN SUBMITTALS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

6. PROTECT BENCHMARKS, PROPERTY CORNERS, AND OTHER SURVEY MONUMENTS FROM DAMAGE OR DISPLACEMENT. IF MARKER NEEDS TO BE REMOVED IT SHALL BE REFERENCED BY LICENSED LAND SURVEYOR AND REPLACED, AS NECESSARY, BY SAME.

7. THE CONTRACTOR SHALL COORDINATE QUALITY CONTROL TESTING. AS A MINIMUM, TESTING SHALL INCLUDE A) PIPING AND STRUCTURAL EXCAVATION, BEDDING AND BACKFILL MATERIALS AND DENSITY TESTS; B) DETERMINATION OF COMPACTIVE EFFORT NEEDED FOR COMPLIANCE WITH THE DENSITY REQUIREMENTS; C) PORTLAND CEMENT CONCRETE AND ASPHALT PAVING QUALITY CONTROL TESTING INCLUDING DESIGN MIX REVIEW, MATERIALS, FIELD SLUMP AND AIR CONTENT, AND FIELD AND LAB CURED STRENGTH SAMPLES AND TESTING.

8. IN ADDITION TO QUALITY CONTROL TESTING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUIRED TESTING OR APPROVALS FOR ANY WORK (OR ANY PART THEREOF) IF LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION SPECIFICALLY REQUIRE TESTING, INSPECTIONS OR APPROVAL. THE CONTRACTOR SHALL PAY ALL COSTS IN CONNECTION THEREWITH AND SHALL FURNISH THE OWNER AND ENGINEER THE REQUIRED CERTIFICATES OF INSPECTION, TESTING OR APPROVAL.

9. TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR AND THE ENGINEER. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. ALL TESTING SHALL BE SCHEDULED AND PERFORMED IN THE PRESENCE OF A CITY INSPECTOR. ANY TESTING NOT WITNESSED BY A CITY INSPECTOR SHALL BE RETESTED.

10. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.

11. CHAPTER 556, FLORIDA STATUTES, REQUIRES EXCAVATORS TO NOTIFY SUNSHINE STATE ONE CALL OF FLORIDA (SSOCOF) BEFORE BEGINNING ANY EXCAVATION IN THE STATE OF FLORIDA UNLESS A SPECIFIC EXEMPTION LISTED IN F.S. 556.108 APPLIES. AN EXCAVATOR MUST NOTIFY SSOCOF TWO FULL BUSINESS DAYS BEFORE EXCAVATING. EXCAVATORS MAY CALL 1-800-432-4770 DURING BUSINESS HOURS OR USE THE INTERNET TO PROVIDE NOTIFICATION INFORMATION.

12. ALL SODDING, SIDEWALK, AND ROADWAY RESTORATIONS SHALL BE COMPLETED 10 WORKING DAYS PRIOR TO FINAL WALKTHROUGH INSPECTION.

13. CONTRACTOR SHALL KEEP A COPY OF THE STAMPED APPROVED CONSTRUCTION PLANS ONSITE AT ALL TIME.

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY, OR IS BASED ON UTILITY DRAWINGS, MAPS, OR FIELD RECONNAISSANCE.

2. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.

3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING "811" AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NON-PARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. PER FLORIDA STATUTE 553.851, THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE GAS COMPANY TWO (2) WORKING DAYS PRIOR TO STARTING EXCAVATION.

4. THE FOLLOWING UTILITIES MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA:

   CITY OF OCOEE
   DUKE ENERGY
   AMERICAN TRAFFIC SOLUTIONS
   CHARTER
   LAKE APOPKA NATURAL GAS
   CENTURYLINK
   FCEN RAILROAD

5. THE CONTRACTOR SHALL KEEP LOCATE TICKETS UP TO DATE AT ALL TIMES.

6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH EACH UTILITY AND ALL COSTS ASSOCIATED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE NECESSARY RELOCATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.

7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPING ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER AND THE ENGINEER.

8. TYPICAL DETAILS AS SHOWN ARE TO ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE METHOD OF CONSTRUCTION TO SUIT FIELD CONDITIONS, PROVIDING HE SUBMITS A PROPOSAL FOR AN ALTERNATE METHOD TO THE ENGINEER FOR APPROVAL AND USES MATERIALS AS DESIGNATED IN THE SPECIFICATIONS.

9. FOR EACH RESPECTIVE PIPELINE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE CROSSED OR CONNECTED TO. IF THE CONTRACTOR DEEMS NECESSARY (A) A CHANGE IN ALIGNMENT OR DEPTH, OR THE NEED FOR ADDITIONAL FITTINGS, BENDS, OR COUPLINGS, WHICH REPRESENT A DEPARTURE FROM THE CONTRACT DRAWING, OR (B) A NEED FOR RELOCATION OF EXISTING UTILITIES, THEN DETAILS OF SUCH DEPARTURES, RELOCATIONS, OR ADDITIONAL FITTINGS, INCLUDING CHANGES IN RELATED PORTIONS OF THE PROJECT AND THE REASONS THEREFORE, SHALL BE SUBMITTED WITH SHOP DRAWINGS. APPROVED DEPARTURES FOR THE CONTRACTOR'S CONVENIENCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

10. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE, AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL COMPLETE PRELIMINARY TESTING PRIOR TO SCHEDULING THE OFFICIAL PRESSURE TEST. THE CONTRACTOR SHALL NOTIFY THE CITY UTILITIES INSPECTOR IN WRITING 48 HOURS IN ADVANCE OF PROPOSED TESTING.

11. THE CONTRACTOR SHALL REFER TO THE CITY OF OCOEE ENGINEERING STANDARDS, APPROVED MATERIALS LIST, AND DETAILS. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.

12. ALL IMPROVEMENTS TO BE DEDICATED AND/OR MAINTAINED BY THE CITY SHALL BE IN CONFORMANCE WITH THE CURRENT CITY OF OCOEE ENGINEERING STANDARDS MANUAL, MATERIALS LIST, AND DETAILS. ANY DEVIATION FROM THE CITY OF OCOEE ENGINEERING STANDARDS MUST BE REQUESTED AND APPROVED IN WRITING PRIOR TO CONSTRUCTION. FINAL PLAN APPROVAL DOES NOT PROVIDE EXEMPTION FROM THESE REQUIREMENTS.

13. CONTRACTOR SHALL DRILL AIR HOLES TO AVOID FRACKING DURING THE DIRECTIONAL DRILLING OPERATIONS.

AS-BUILT DRAWING REQUIREMENTS

1. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER THREE WEEKS PRIOR TO FINAL INSPECTION. ALL AS-BUILT DATA SHALL BE PROVIDED BY A FLORIDA LICENSED SURVEYOR, SIGNED, SEALED AND DATED BY THE RESPONSIBLE PARTY.

2. AS BUILT NEED TO BE SUBMITTED TO THE CITY SIGNED AND SEALED IN ACCORDANCE WITH SECTION 3.01.05 OF THE ENGINEERING STANDARD MANUAL IN THE FOLLOWING FORMATS:
   - ONE PDF COPY.
   - ONE CAD COPY DRAWN IN STATE PLANE COORDINATES.
3. AS-BUILTS SHALL INCLUDE HDPE JOINT SEAMS

SITE PREPARATION

1. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES AS INDICATED ON THE DRAWINGS. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

2. STAKE OUT THE CONSTRUCTION, ESTABLISH LINES AND LEVELS, TEMPORARY BENCH MARKS, BATTER BOARDS, CENTERLINES, BASELINES, AND REFERENCE POINTS FOR THE WORK, AND VERIFY ALL DIMENSIONS RELATING TO INTERCONNECTION WITH EXISTING FEATURES. REPORT ANY INCONSISTENCIES IN THE PROPOSED GRADES, LINES AND LEVELS, DIMENSIONS AND LOCATIONS TO THE ENGINEER BEFORE COMMENCING WORK.

3. PROTECT ALL TREES AND SHRUBS, PARTICULARLY THOSE TREES AND SHRUBS LOCATED ADJACENT TO WORK AREAS.

4. TREES TO REMAIN IN THE CONSTRUCTION AREA SHALL BE BOXED, FENCED OR OTHERWISE PROTECTED IN ACCORDANCE WITH DETAILS ON THE DRAWINGS. DO NOT PERMIT HEAVY EQUIPMENT OR STOCKPILES WITHIN BRANCH SPREAD

5. AREAS TO RECEIVE CLEARING AND GRUBBING SHALL INCLUDE ALL AREAS TO BE OCCUPIED BY THE PROPOSED IMPROVEMENTS, AREAS FOR FILL AND SITE GRADING, AND BORROW SITES. REMOVE TREES OUTSIDE OF THESE AREAS ONLY AS INDICATED ON THE DRAWINGS OR AS APPROVED IN WRITING BY THE ENGINEER.

6. CLEARING SHALL CONSIST OF REMOVING TREES AND BRUSH AND DISPOSAL OF OTHER MATERIALS THAT ENCROACH UPON OR OTHERWISE OBSTRUCT THE WORK.

7. EXERCISE EXTREME CARE DURING THE CLEARING AND GRUBBING OPERATIONS. DO NOT DAMAGE EXISTING STRUCTURES, PIPES OR UTILITIES.

8. GRUBBING SHALL CONSIST OF REMOVING AND DISPOSING OF STUMPS, ROOTS LARGER THAN 2" IN DIAMETER, AND MATTED ROOTS. REMOVE TO A DEPTH OF NOT LESS THAN 18" BELOW THE ORIGINAL SURFACE LEVEL OF THE GROUND.

9. ALL COMBUSTIBLE DEBRIS AND REFUSE FROM SITE PREPARATION OPERATIONS SHALL BE REMOVED TO LEGAL OFFSITE DISPOSAL AREAS.

EXCAVATION, TRENCHING, AND FILL

1. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

2. ROUGH EXCAVATE AND GRADE ANY PROPOSED STORMWATER PONDS AT THE START OF SITE GRADING ACTIVITIES. DIRECT SITE RUNOFF TO THE PONDS TO MINIMIZE RUNOFF TO OFFSITE AREAS.

3. POND CONSTRUCTION SHALL RESULT IN THE FINISHED POND HAVING SIDE SLOPES AND DIMENSIONS THAT ARE IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE THAT THESE REQUIREMENTS HAVE BEEN MET. IF THE CONSTRUCTED SIDE SLOPES ARE STEEPER THAN THE REQUIRED SIDE SLOPES, OR THE POND VOLUME IS NOT WITHIN THREE (3) PERCENT OF THE DESIGN VOLUME, THE CONTRACTOR MAY BE REQUIRED TO MAKE CORRECTIONS TO THE POND AT NO ADDITIONAL COST TO THE OWNER.

4. FIELD DENSITY TESTING FREQUENCIES: A) ONE TEST FOR EACH 10,000 SQUARE FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING, MINIMUM 2 TESTS EACH LAYER; B) ONE TEST FOR EACH 100 SQUARE FEET OR FRACTION THEREOF OF BACKFILL AROUND AND UNDER STRUCTURES; C) ONE TEST FOR EACH 300 LINEAL FEET OR FRACTION THEREOF PER LIFT OF GENERAL BACKFILLING IN THE PIPELINE TRENCH; D) ONE TEST PER LIFT PER EACH CHANGE IN TYPE OF FILL; E) ONE TEST PER 1000 SQUARE FEET OF PAVEMENT SUBGRADE, MINIMUM OF 2 TESTS.

5. IT IS INTENDED THAT PREVIOUSLY EXCAVATED MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS BE UTILIZED WHEREVER POSSIBLE.

   A. ACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-1, A-3, A-2-4, A-2-6; ASTM D2487 CLASSIFICATION GW, GP, GM, SM, SW, SP; UNLESS OTHERWISE DISAPPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS. NO MORE THAN 12% OF ACCEPTABLE MATERIALS SHALL PASS THE NUMBER 200 SIEVE.

   B. UNACCEPTABLE MATERIALS: AASHTO M145 CLASSIFICATION A-2-5, A-2-7, A-4, A-5, A-6, A-7, A-8; ASTM D2487 CLASSIFICATION GC, SC, ML, MH, CL, CH, OL, OH, PT; UNLESS OTHERWISE APPROVED WITHIN THE SOIL AND SUBSURFACE INVESTIGATION REPORTS.

6. PROVIDE BARRIERS, WARNING LIGHTS AND OTHER PROTECTIVE DEVICES AT ALL EXCAVATIONS.

7. SIDEWALKS, ROADS, STREETS, AND PAVEMENTS SHALL NOT BE BLOCKED OR OBSTRUCTED BY EXCAVATED MATERIALS, EXCEPT AS AUTHORIZED BY THE ENGINEER, IN WHICH CASE ADEQUATE TEMPORARY PROVISIONS MUST BE MADE FOR SATISFACTORY TEMPORARY PASSAGE OF PEDESTRIANS, AND VEHICLES. MINIMIZE INCONVENIENCE TO PUBLIC TRAVEL OR TO TENANTS OCCUPYING ADJOINING PROPERTY.

8. FURNISH, INSTALL, AND MAINTAIN, WITHOUT ADDITIONAL COMPENSATION, SHEETING, BRACING, AND SHORING SUPPORT REQUIRED TO KEEP EXCAVATIONS WITHIN THE PROPERTY OR EASEMENTS PROVIDED, TO SUPPORT THE SIDES OF THE EXCAVATION, AND TO PREVENT ANY MOVEMENT WHICH MAY DAMAGE ADJACENT PAVEMENTS OR STRUCTURES, DAMAGE OR DELAY THE WORK, OR ENDANGER LIFE AND HEALTH. VOIDS OUTSIDE THE SUPPORTS SHALL BE IMMEDIATELY FILLED AND COMPACTED.

9. SHEETING, SHORING, AND BRACING USED FOR THE SUPPORT OF EXCAVATION NEAR OTHERS STRUCTURES, CURBING, ROADWAY, AND EXCAVATIONS OVER 20 FEET DEEP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED BY THE STATE OF FLORIDA.

10. ALL EXCAVATIONS SHALL BE MADE BY OPEN CUT UNLESS OTHERWISE INDICATED. SLOPE SIDES OF TRENCHES IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE RECOMMENDATIONS CONTAINED WITHIN THE PROJECT GEOTECHNICAL REPORT.

11. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED FOR INDICATED FLOW LINES AND INVERT ELEVATIONS. OVER EXCAVATE TRENCHES A MINIMUM OF 2 FEET WHERE EXCAVATIONS OCCUR WITHIN UNSUITABLE SOILS, AND REPLACE OVER EXCAVATED MATERIAL WITH SUITABLE SOILS.

12. EXCEPT AS OTHERWISE INDICATED, EXCAVATE FOR PRESSURE PIPING SO TOP OF PIPING IS MINIMUM 3 FEET BELOW FINISHED GRADE.

13. TRENCH BOTTOMS AND THE BOTTOMS OF ALL STRUCTURES SHALL BE KEPT DRY, COMPACTED, AND STABLE TO A DEPTH TWO FEET BELOW THE BOTTOM OF THE TRENCH OR STRUCTURE.

14. ALL BEDDING, FILL, AND BACKFILL MATERIAL SHALL BE SUITABLE SOILS OR FLOWABLE FILL. WHERE TRENCH OR EXCAVATION IS WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, FOUNDATIONS, OR SLABS, PLACE BACKFILL IN LAYERS OF 8 INCH LOOSE DEPTH. IN ALL OTHER AREAS, PLACE FILL AND BACKFILL IN LAYERS OF 12 INCH LOOSE DEPTH.

15. MINIMUM DENSITY REQUIREMENT (ASTM D1557 OR AASHTO T180): BACKFILL AND FILL UNDER AND WITHIN THE INFLUENCE AREA OF ROADWAYS, STRUCTURES, SLABS, FOUNDATIONS = 98 PERCENT; BACKFILL AND FILL PLACED WITHIN PUBLIC ROAD RIGHT-OF-WAY AND UTILITY EASEMENTS = 95 PERCENT; BACKFILL AND FILL PLACED WITHIN POND AND ROAD EMBANKMENT = 95 PERCENT; BACKFILL AND FILL PLACED IN ALL OTHER AREAS = 90 PERCENT.

UTILITY SEPARATION REQUIREMENTS

1. THE MOST STRINGENT STANDARDS BETWEEN THE CITY OF OCOEE AND FDEP STANDARDS SHALL BE FOLLOWED FOR ALL PUBLIC UTILITIES.

2. THE HORIZONTAL SEPARATION BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, WASTEWATER FORCE MAINS, STORMWATER FORCE MAINS, RECLAIMED WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

   A. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF THREE FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, VACUUM TYPE SANITARY SEWER AND RECLAIMED WATER MAIN.

   B. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF SIX FEET FROM THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY SANITARY SEWER AND WASTEWATER FORCE MAIN. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN THE OUTSIDE OF WATER MAINS AND THE OUTSIDE OF GRAVITY SANITARY SEWERS CAN BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

   C. THE OUTSIDE OF WATER MAINS SHALL BE A MINIMUM OF TEN FEET FROM ALL PARTS OF ANY EXISTING OR PROPOSED ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM SUCH AS SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS. ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS DO NOT INCLUDE PACKAGE SEWAGE TREATMENT FACILITIES AND PUBLIC WASTEWATER TREATMENT FACILITIES.

3. THE VERTICAL SEPARATION BETWEEN WATER MAINS AND SANITARY AND STORM SEWER, WASTEWATER OR STORMWATER FORCE MAINS, AND RECLAIMED WATER MAINS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

   A. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST EIGHTEEN INCHES ABOVE THE OUTSIDE OF THE SEWER. WHERE IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER EXISTING OR PROPOSED GRAVITY SANITARY SEWER, VACUUM TYPE SANITARY SEWER, AND STORM SEWER, THEN THE WATER MAIN CAN CROSS UNDER THESE TYPES OF PIPELINE SYSTEMS PROVIDED THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE PIPELINE. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM VACUUM TYPE SANITARY SEWER OR STORM SEWER JOINTS, AND AT LEAST SIX FEET FROM GRAVITY SANITARY SEWER JOINTS.

   B. WHEREVER POSSIBLE, WATER MAINS SHALL CROSS OVER EXISTING OR PROPOSED RECLAIMED WATER MAINS, WASTEWATER FORCE MAINS AND STORMWATER FORCE MAINS. WHETHER THE WATER MAIN CROSSES OVER OR UNDER THESE TYPES OF PIPELINE SYSTEMS, THE OUTSIDE OF THE WATER MAIN SHALL BE AT LEAST 18 INCHES FROM THE OUTSIDE OF THE EXISTING OR PROPOSED RECLAIMED WATER MAIN, WASTEWATER FORCE MAIN AND STORMWATER FORCE MAIN. AT THE CROSSING, THE PROPOSED PIPE JOINTS SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM RECLAIMED WATER MAIN JOINTS AND STORMWATER FORCE MAIN JOINTS, AND AT LEAST SIX FEET FROM THE JOINTS OF WASTEWATER FORCE MAINS.

4. WHERE SEPARATION IN ACCORDANCE WITH CITY OF OCOEE DETAIL UT013 CAN NOT BE MET, A LESSER SEPARATION IN ACCORDANCE WITH 62.555.314 MAY BE ALLOWED. EOR SHALL REQUEST AN EXEMPTION TO THE CITY'S SEPARATION REQUIREMENTS IN WRITING.

EROSION AND SEDIMENT CONTROLS

1. AN EROSION CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER FORAPPROVAL PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION PERIOD. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY AND CAPACITY OF CHECK WEIRS, SEDIMENT BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE HAY BALES, SILT BARRIERS, TEMPORARY GRASSING, ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.

   A) STOCKPILING MATERIAL
   NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.

   B) EXPOSED AREA LIMITATION
   THE SURFACE AREA OF OPEN, RAW ERODABLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL BE CONTROLLED, SO THAT THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFFSITE DEPOSIT SEDIMENTS.

   C) INLET PROTECTION
   INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORM WATER RUNOFF UNTIL THE COMPLETION OF THE ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.

   D) TEMPORARY SEEDING
   AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY (30) DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AND EARLY COVER, DURING THE SEASON IN WHICH IT IS PLANTED. TEMPORARY SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE 30 POUNDS PER ACRE.

   E) TEMPORARY SEEDING AND MULCHING
   SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN 4 ABOVE, SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY TWO (2) INCHES, LOOSE MEASURE, OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA TO A DEPTH OF FOUR (4) INCHES.

   F) TEMPORARY GRASSING
   THAT SEEDED OR SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.

   G) TEMPORARY RE-GRASSING
   IF, AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEEDS APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.

   H) MAINTENANCE
   ALL FEATURES OF THE PROJECT SHALL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION PROPERLY WITHOUT THE TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.

2. TEMPORARY SILT FENCES AND STAKED SILT BARRIERS, SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATION, SEC. 104.6, 104.7 AND SEC. 985.

3. THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH THE EPA NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) REGULATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST ALSO PREPARE AND SUBMIT A NOTICE OF INTENT (NOI) FORM TO FDEP 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

4. UNDER PROVISIONS OF THE CLEAN WATER ACT. OPERATOR(S) OF CONSTRUCTION SITES, PURSUANT TO CONDITIONS OF THE NPDES PERMIT, MUST SUBMIT A NOI TO OBTAIN COVERAGE UNDER THE NPDES STORM WATER CONSTRUCTION GENERAL PERMIT.

5. NOI'S MUST BE SENT TO THE FOLLOWING ADDRESS:
   NPDES STORMWATER PROGRAM
   2600 BLAIR STONE ROAD
   MAIL STATION 2500
   TALLAHASSEE, FL 32399
   PHONE: (850) 245-7522
   UPON SUBMITTAL TO FDEP IN TALAHASSEE, THE CONTRACTOR SHALL ALSO SUBMIT A COPY TO THE CITY ENGINEER.

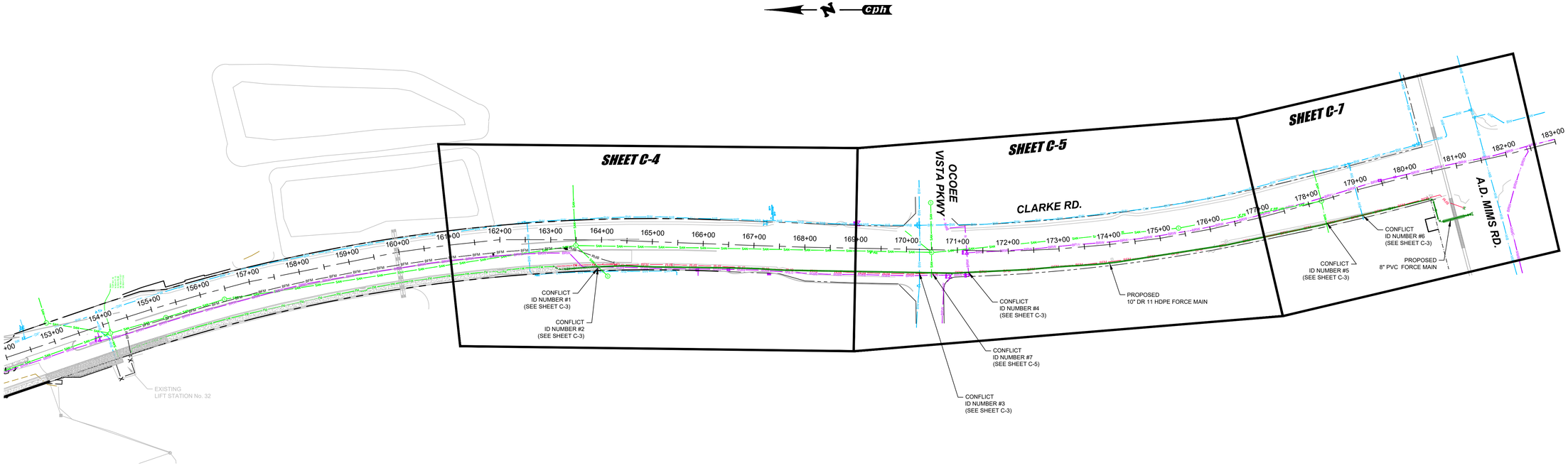
TRAFFIC CONTROL

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A TEMPORARY TRAFFIC CONTROL PLAN (TTCP) PRIOR TO CONST

CONFLICT CROSSING TABLE				
ID NUMBER	PLAN SHEET No.	BOTTOM OF EXISTING PIPE ELEVATION	TOP OF NEW FORCE PIPE ELEVATION	SEPARATION
1	C-4	84.95 (RWM)	78.80	6.15'
2	C-4	81.76 (SAN)	78.80	2.96'
3	C-5	89.0 (WM)	82.70	6.3'
4	C-5	91.20 (RWM)	87.00	4.20'
5	C-7	119.60 (SAN)	116.68	2.92'
6	C-7	127.00 (WM)	121.57	5.43'
7	C-5	87.21 (SAN)	83.76	3.45'

LEGEND

- BW — EXISTING BURIED WATER
- BRW √ — EXISTING BURIED RECLAIMED WATER
- SAN — EXISTING GRAVITY SANITARY SEWER
- BFM — EXISTING BURIED FORCE MAIN TO BE ABANDON IN PLACE
- FM — EXISTING FORCE MAIN
- BTV — EXISTING BURIED TV
- BE — EXISTING BURIED ELECTRIC
- BTE — EXISTING BURIED TRAFFIC ELECTRICAL
- BT — EXISTING BURIED TELECOMM
- BFO — EXISTING BURIED FIBER OPTIC
- PROPOSED FORCE MAIN
- PROPOSED DIRECTIONAL FORCE MAIN
- RIGHT OF WAY
- WV — EXISTING WATER VALVE
- BFP — EXISTING BACK FLOW PREVENTER
- EXISTING FIRE HYDRANT



No.	Date	Revision
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1117 East Robinson Street
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Ph: 407.425.0452

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Plans Prepared By:
CPH CONSULTING, LLC
A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

Designed by:	MEP
Drawn by:	GCM
Checked by:	RMG
Date:	3/2025
Job No.	O6025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

KEY SHEET

Sheet No.
C-3

100% SUBMITTAL

Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Key Sheet.dwg Oct 22, 2025 - 4:26pm zaadad

NOTES:

1. CONTRACTOR TO COORDINATE WITH THE CITY ON LOCATION OF LAYDOWN YARD FOR HDPE PIPE.
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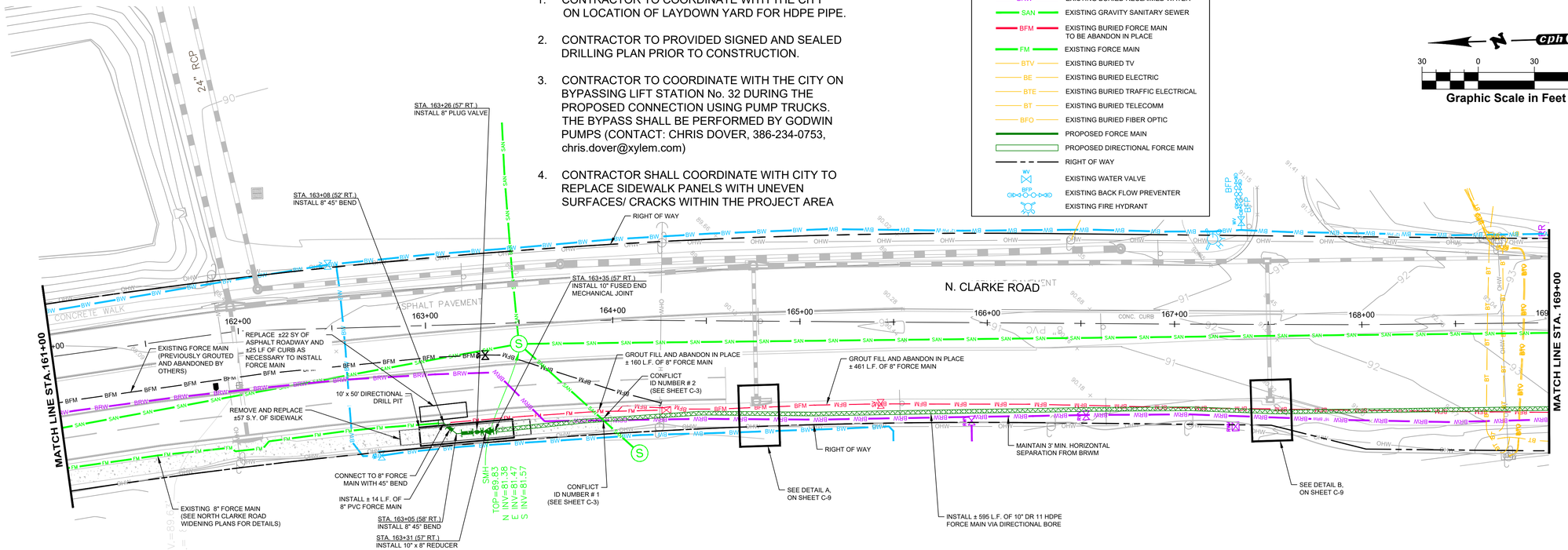
LEGEND

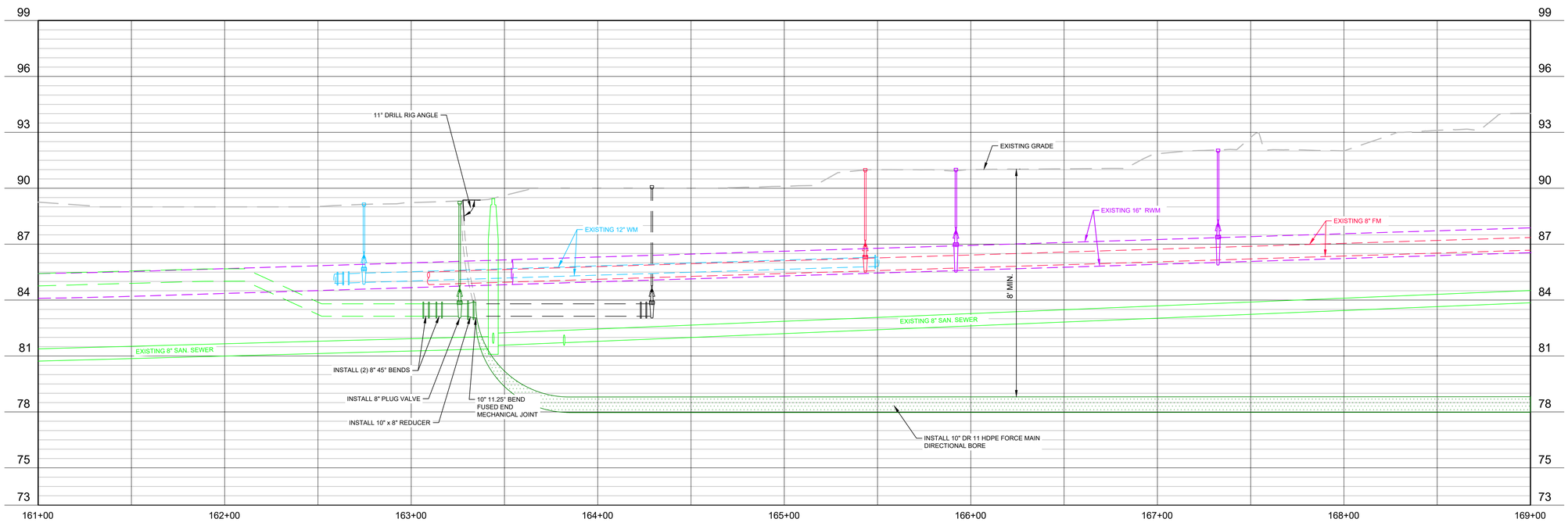
BW	EXISTING BURIED WATER
BRW	EXISTING BURIED RECLAIMED WATER
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FM	EXISTING FORCE MAIN
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BE	EXISTING BURIED ELECTRIC
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	PROPOSED FORCE MAIN
	PROPOSED DIRECTIONAL FORCE MAIN
	RIGHT OF WAY
WV	EXISTING WATER VALVE
BFP	EXISTING BACK FLOW PREVENTER
	EXISTING FIRE HYDRANT

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30 0 30 60

Graphic Scale in Feet





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Landscape No. LC0000298

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P.E. LIC. # 56875

Designed by:	MEP
Drawn by:	GCM
Checked by:	RMG
Date:	3/2025
Job No.	O6025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

PLAN AND PROFILE
STA.161+00 TO STA. 169+00

Sheet No.
C-4

Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Plan and Profiles.dwg Oct 22, 2025 - 4:50pm zaadad

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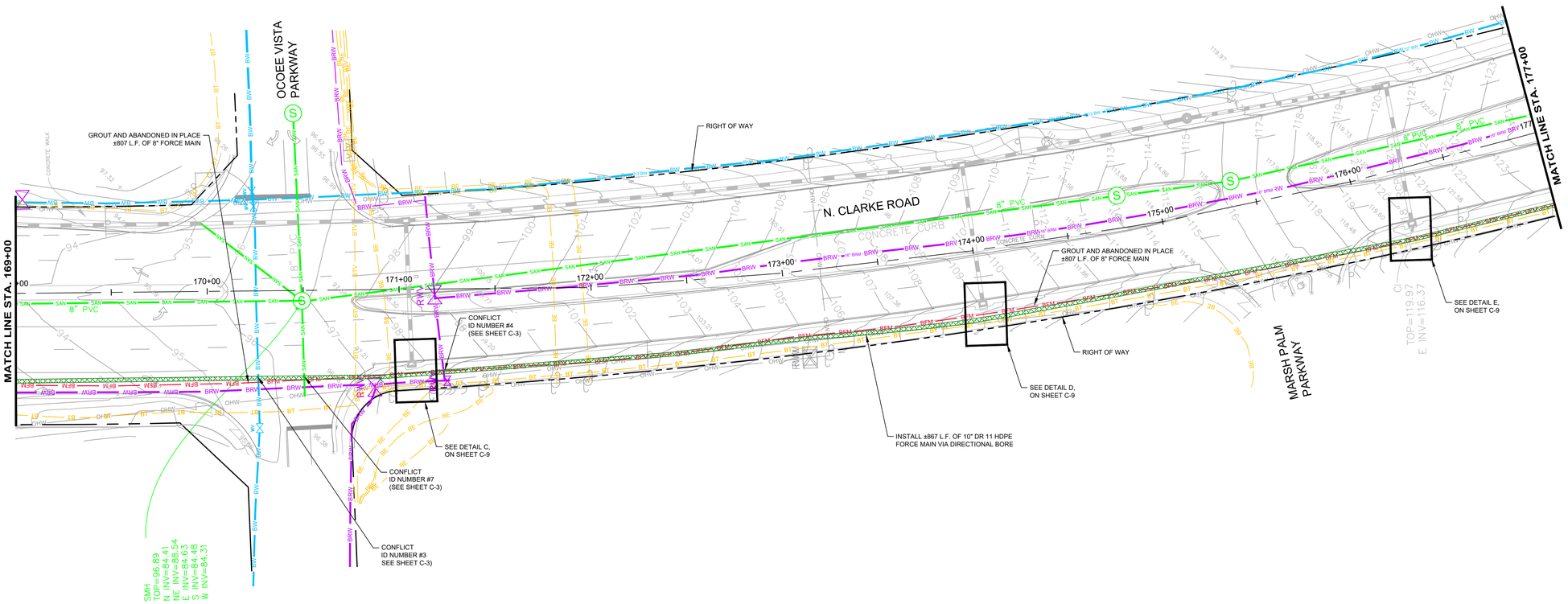
LEGEND

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30 0 30 60

Graphic Scale in Feet



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Architect. No. AA26000926
Landscape No. LC000288

ROBERTO MARCOS GONZALEZ, P.E.
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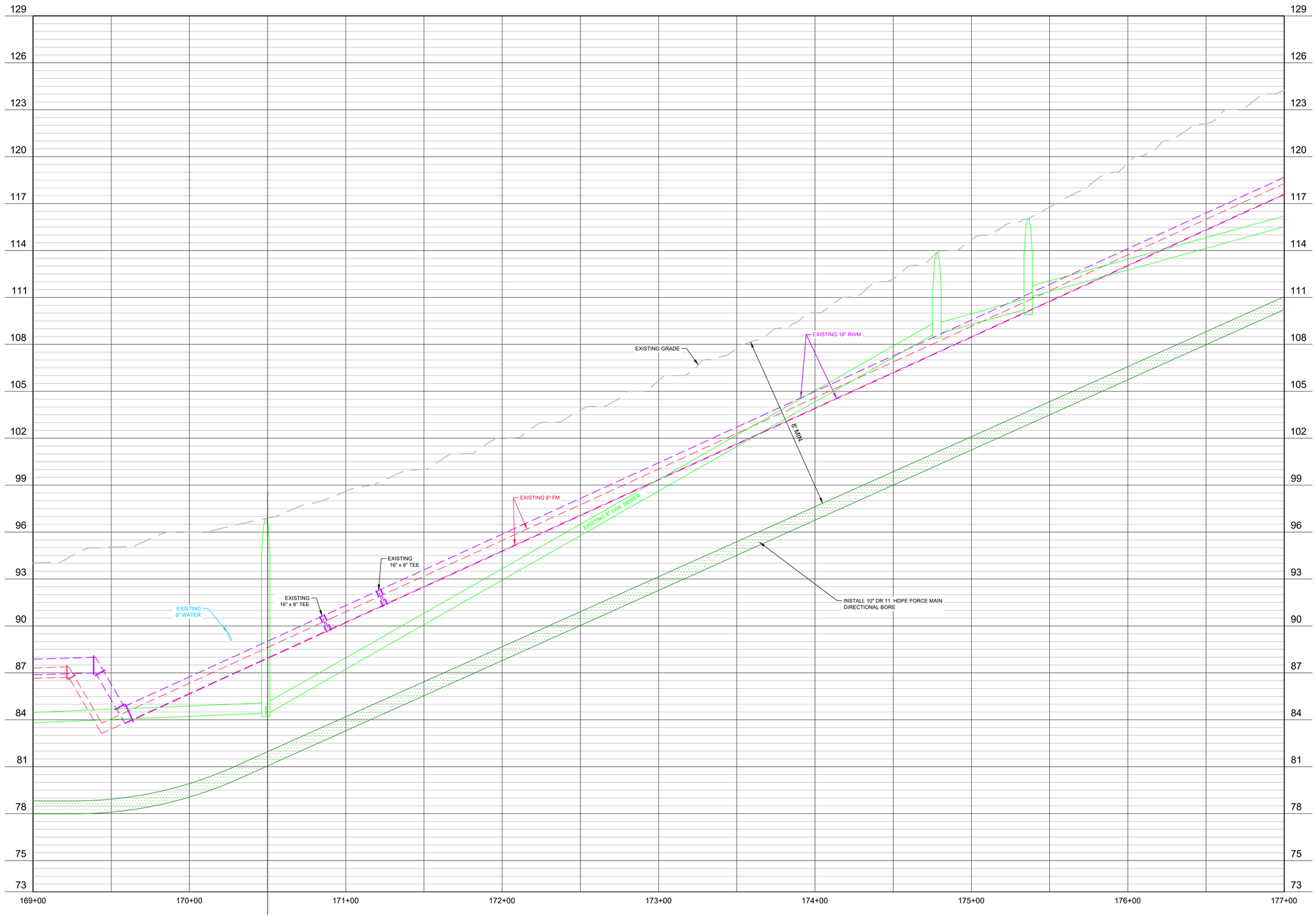
Designed by:	MEP
Drawn by:	GCM
Checked by:	RMG
Date:	3/2025
Job No.	O6025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

PLAN
STA.169+00 TO STA.177+00

Sheet No.
C-5

Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Plan and Profiles.dwg Oct 22, 2025 - 4:47pm zaadad



SCALE: 1" = 30' HOR.
1" = 3' VERT.

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Landscape No. LC0002986

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City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

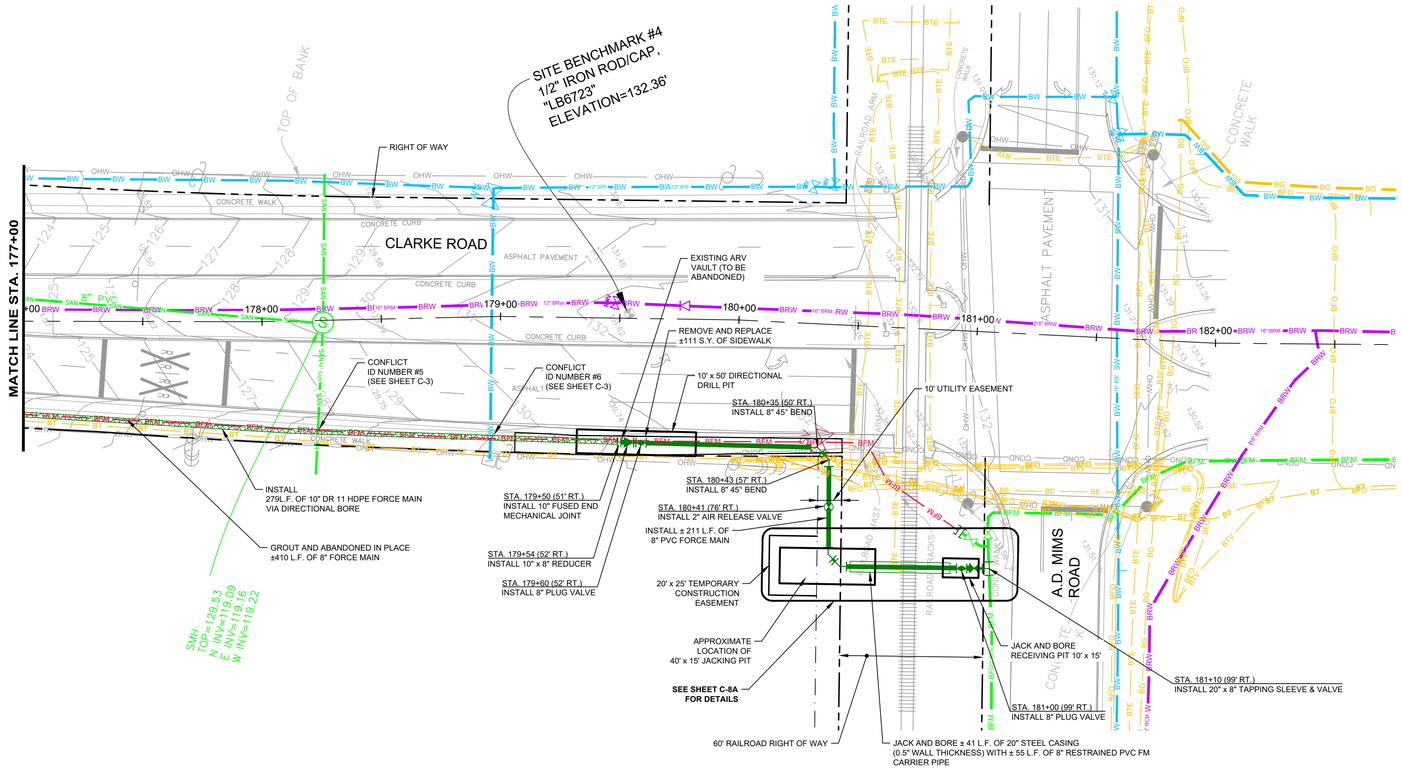
PROFILE
STA.169+00 TO STA.177+00

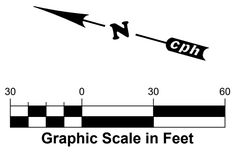
Sheet No.
C-6

Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Plan and Profiles.dwg Oct 22, 2025 - 4:47pm zaadad

LEGEND

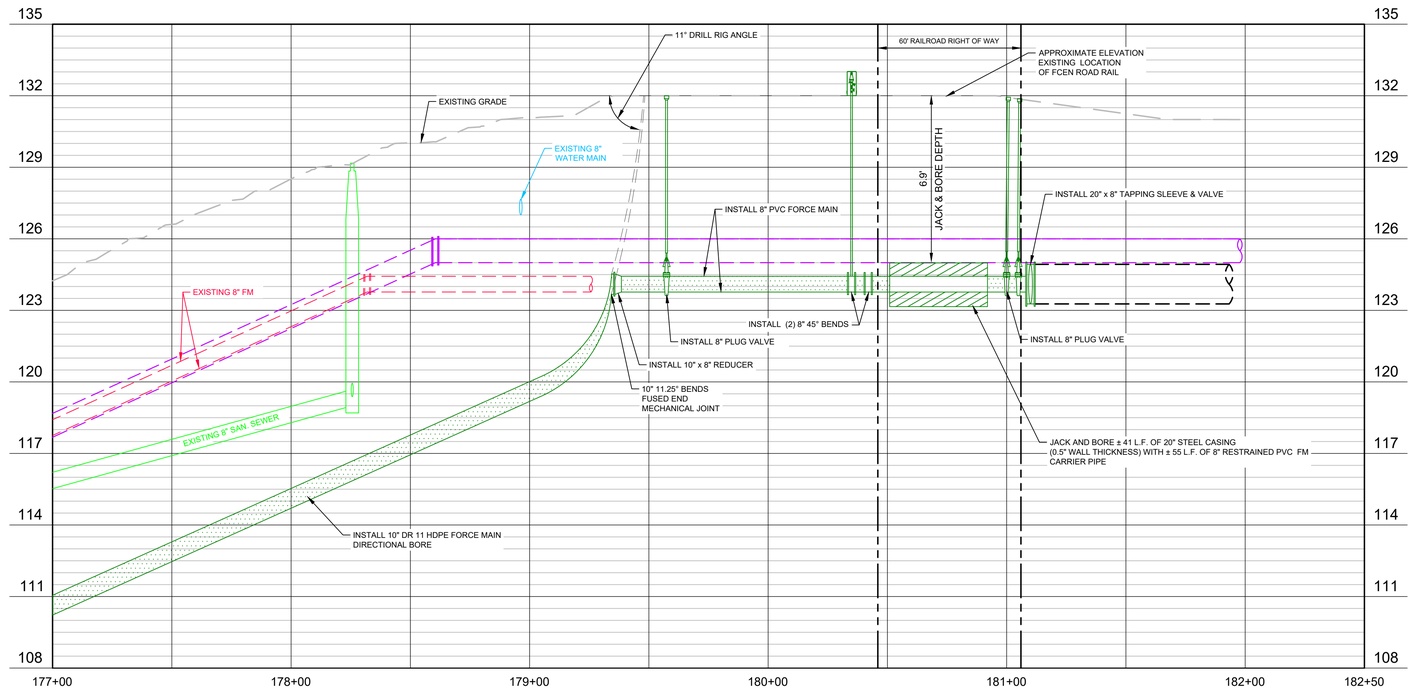
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4. CONTRACTOR SHALL COORDINATE WITH CITY TO REPLACE SIDEWALK PANELS WITH UNEVEN SURFACES/ CRACKS WITHIN THE PROJECT AREA
5. SEE DETAIL FOR CITY STANDARD AIR RELEASE VAULT.
6. CONTRACTOR TO PROVIDE TEMPORARY BYPASS (APPROVED BY THE CITY) AS NECESSARY TO INSTALL FORCE MAIN BETWEEN STA 179+50 AND STA 180+50.
7. CONTRACTOR TO INSTALL 48" ROOT BARRIER FOR LOCATION WHERE EXISTING LANDSCAPE IS CLOSE TO THE PROPOSED FORCE MAIN.
8. CONTRACTOR TO CLEAR AND GRUB EASEMENT AREA AS NECESSARY TO INSTALL FORCE MAIN.



No.	Date	Revision	No.	Date	Revision
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4			8		

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Landscape No. LC000298

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P.E. LIC. # 56875

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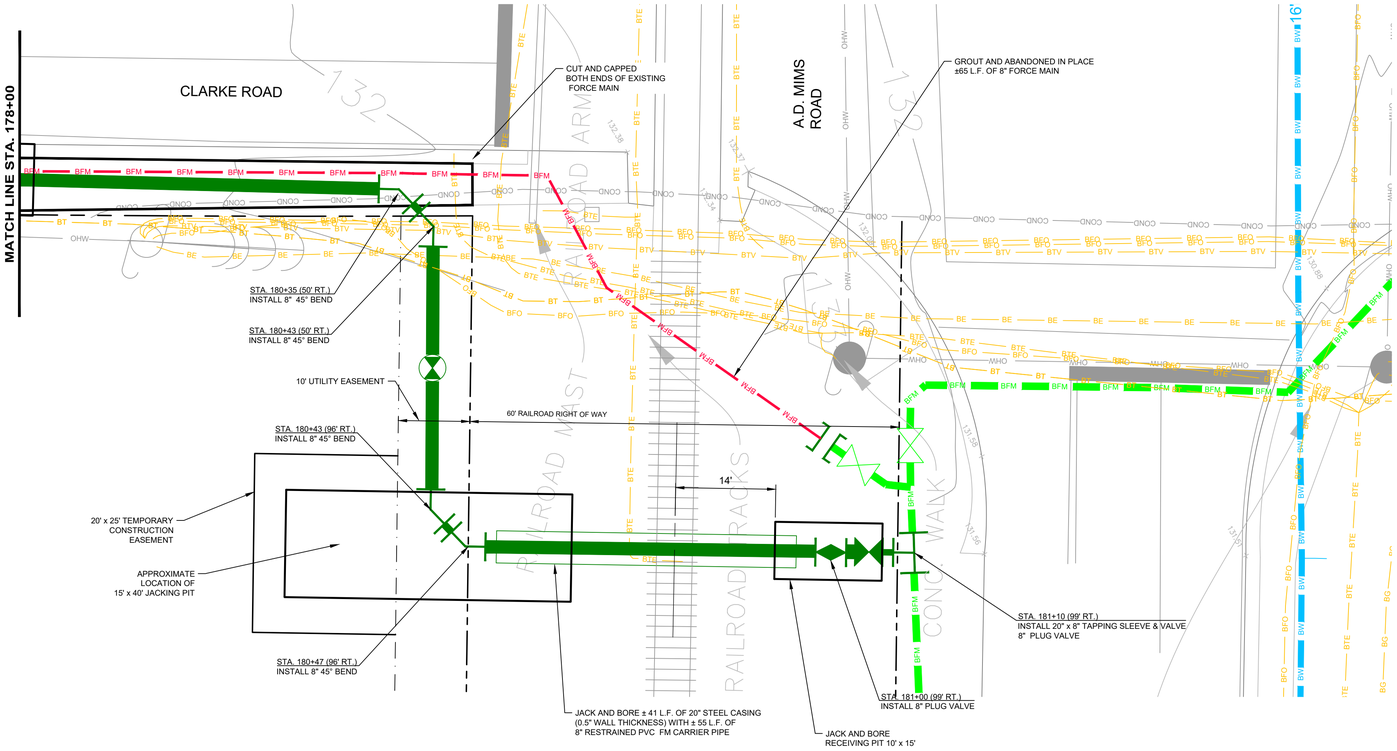
City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

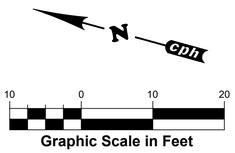
PLAN AND PROFILE
STA.177+00 TO STA.182+50

Sheet No. C-7

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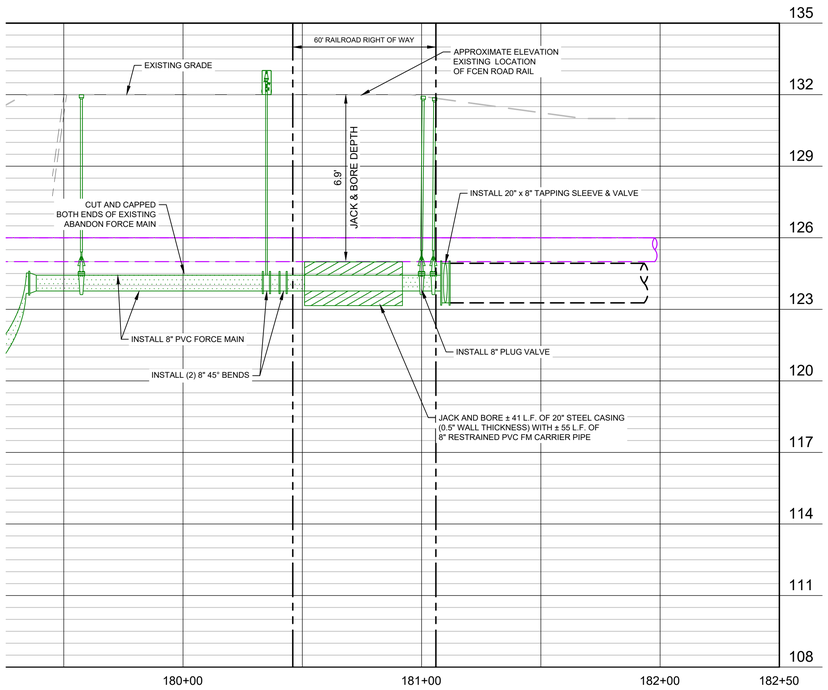


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4. CONTRACTOR SHALL COORDINATE WITH CITY TO REPLACE SIDEWALK PANELS WITH UNEVEN SURFACES/ CRACKS WITHIN THE PROJECT AREA
5. REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.
6. FOR JACK AND BORE INSTALLATIONS "THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE."
7. LOCATE CSX'S SIGNAL FACILITIES AND /OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION. I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.
8. CASING PIPE ENDS MUST BE SEALED.
9. MINIMUM ALLOWABLE VERTICAL DISTANCE CSX RAIL IS 5.5 FT.
10. MINIMUM YIELD POINT STRENGTH OF 35,000 PSI ASTM A 252 GRADE 2 OF ASTM A 139 GRADE B. 0.344" WALL THICKNESS.
11. CONTRACTOR TO COORDINATE WITH PROPERTY OWNER FOR TEMPORARY CONSTRUCTION EASEMENT FOR JACK AND BORE.



CSXT Pipeline Spec. Reference	PIPELINE CONTENT DETAILS		
	Commodity Description:	Sanitary Sewer Force Main	
	Maximum Operating Pressure:	75 PSI	
	Is Commodity Flammable:	☐ Yes ☒ No	
	CARRIER/CASING PIPE DETAILS		
		Carrier Pipe	Casing Pipe
	Pipe Material:	PVC	Steel
	Material Specifications & Grade:	DR-18	ASTM A252 or ASTM A139
	Specified Minimum Yield Strength:	4,000	35,000 PSI
	Nominal Size Outside Diameter (Inches):	9.05	20
	Wall Thickness (Inches):	0.503	0.344"
	Type of Seam:	N/A	N/A
	Type of Joints:	Restrained	Welded
	Tunnel Liner Plates Required:	☐ Yes ☒ No	
	Cathodic Protection:	☐ Yes ☒ No	Type: _____
	Protective Coating:	☐ Yes ☒ No	Type: _____
	Temp. Track Support or Rip-Rap Req.:	☐ Yes ☒ No	Must Describe & Show on Dwg.

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No.	Date	Revision
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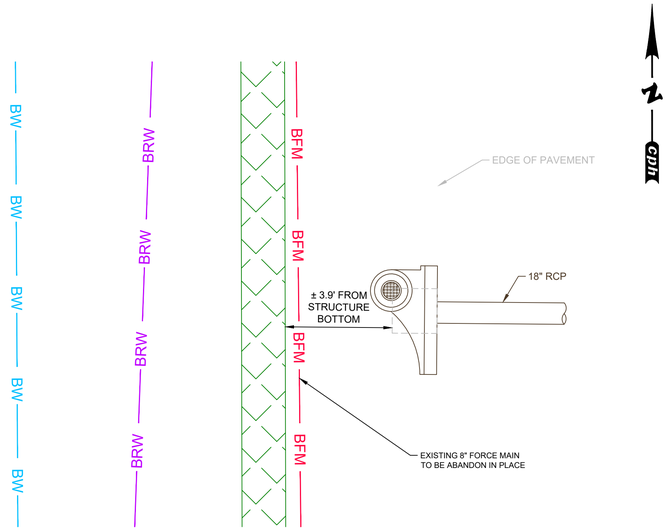
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City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

RAILROAD CROSSING

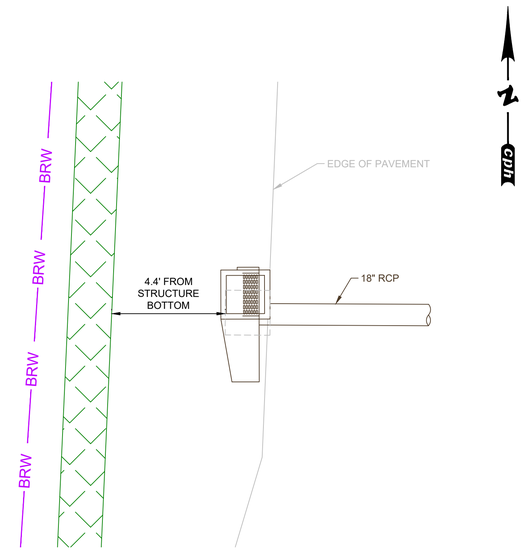
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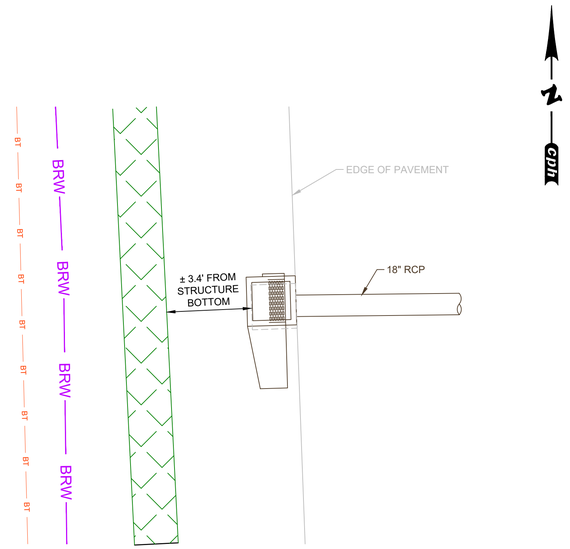
AT STA. 164+77

DETAIL - A
N.T.S.
1
C-5 C-9



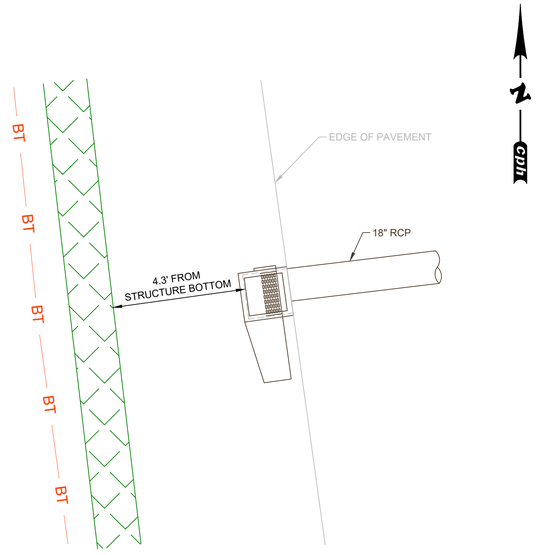
AT STA. 167+50

DETAIL - B
N.T.S.
2
C-5 C-9



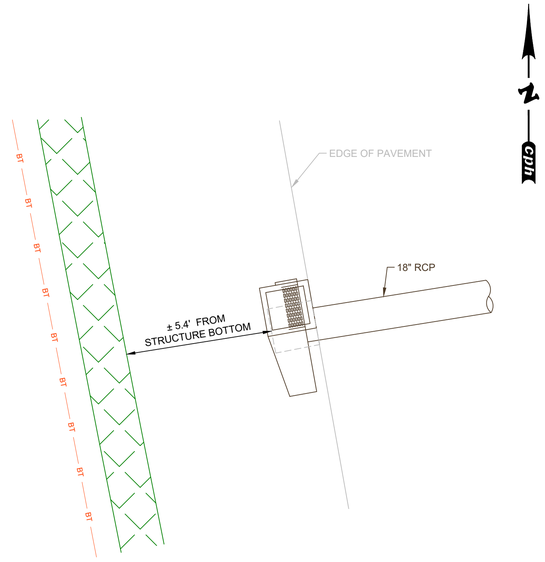
AT STA. 171+00

DETAIL - C
N.T.S.
3
C-6 C-9



AT STA. 174+00

DETAIL - D
N.T.S.
4
C-6 C-9



AT STA. 176+24

DETAIL - E
N.T.S.
5
C-6 C-9

LEGEND

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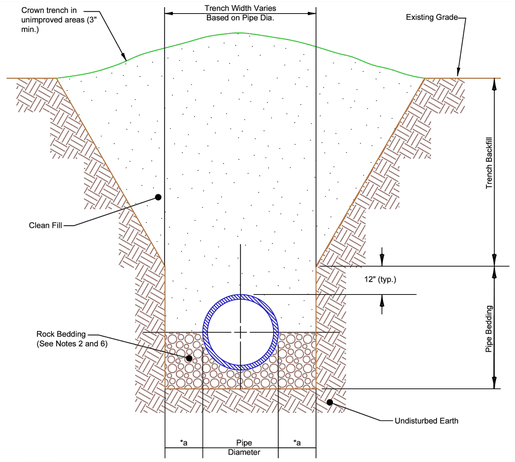
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Drawn by:	GCM
Checked by:	RMG
Date:	3/2025
Job No.	O6025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

DETAILS

Sheet No.
C-9

Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Plan and Profiles.dwg Oct 16, 2025 - 9:40am zaadad



*a See Note 3

NOTES:

1. Pipe bedding material and trench backfill shall be select common (clean) fill compacted to 95% (98% in roadway) of the maximum density as per AASHTO T-180 and Article 6.09.02.
2. Contractor shall install FDOT #57 Limestone, per the Engineering Standards Manual, where pipe bedding does not provide solid support (yielding or plastic). Depth of material shall be a minimum of 6", or as needed, to provide non-yielding support for the pipe. All unsuitable material shall be removed from pipe bedding unless special provisions are approved by the City.
3. Excavated trench width at pipe haunch shall be sufficient in size for haunch compaction, but shall be no greater than 15" on each side of pipe for pipes less than 24" in diameter (24" for pipes 24" in diameter or greater.)
4. Water shall not be permitted in trench line during construction. All pipes shall be Laid-in-the-Dry with dewatering as required.
5. Pipe line shall be installed with bell fitting facing upstream.
6. For gravity sewers, only the first joint of pipe out of the manhole shall have 6" minimum FDOT #57 Limestone, or similar material approved by the City. The remaining installation shall use rock bedding only if the bottom of the trench is unsuitable material for pipe installation.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT001	Pipe Bedding and Trench
DATE: August 2025	SCALE: N/A

PVC/HDPE Restraint Table							
Minimum Length (FT) to be Restrained on each side of Fitting(s)							
Fittings	Pipe Size						
	4"	6"	8"	12"	16"	20"	24"
90° Bend	25	35	44	62	79	94	107
45° Bend	11	15	19	26	33	39	45
22 1/2° Bend	10	10	10	13	16	19	22
11 1/4° Bend	10	10	10	10	10	10	11
Plug, Branch of Tee, Dead End	59	86	110	157	193	234	124
In-Line Gate Valve, Line Stop	30	43	55	79	102	124	139

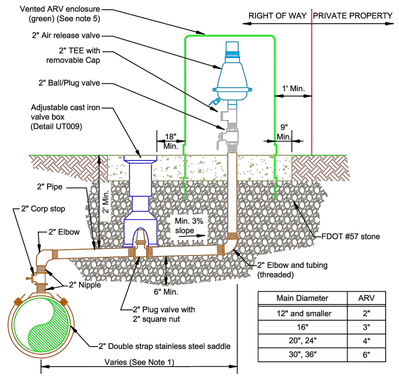
NOTES:

1. The restraint values as indicated by the "Restraint Table" are minimum values. Design engineer shall be responsible for confirming field conditions, and make adjustments accordingly.
2. All fittings shall have restrained joints unless otherwise indicated.
3. No restraints required if continuous pipe length to fitting is greater than value provided in "Restraint Table" above.
4. Where two or more fittings are laid in-line, use greatest restraint length for coverage.
5. For through run of tees: outside limits of restrained joints from other fittings need not be restrained unless otherwise indicated.
6. Lengths shown in the table have been calculated in accordance with the procedures outlined in "Thrust Restraint Design for Ductile Iron Pipe" as published by DIPRA, with the following assumptions:

   Working Pressure: 150 PSI
   Soil Designation: SM (Silty Sand, Sand-Silt Mix.)
   Laying Conditions: 3
   Depth of Cover: 3-FT
   Safety Factor: 1.5

7. For pipe sizes not included in the Restraint Table or pipe material not adhering to given conditions, design engineer shall determine and specify pipe lengths which shall be approved by the City.
8. 90° bends shall not be used unless approved by the City.
9. Restraining requirements apply to both existing and proposed mains.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT004	PVC/HDPE Pipe Restraint Table
DATE: August 2025	SCALE: N/A

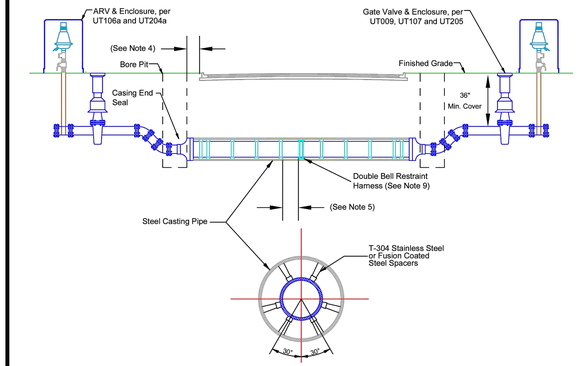


Main Diameter	ARV
12" and smaller	2"
16"	3"
20", 24"	4"
30", 36"	6"

NOTES:

1. Gas Release Valve shall mean Air, Combination Air/Vacuum, and Surge Protection Release Valve.
2. Offset distance to be field determined and as close to the right of way as possible and clear of pedestrian walkways. If pipe is at right of way line, no offset is required.
3. Above detail applies to a 2" ARV. For larger ARVs, pipe diameter and valves shall be equal to the size of the ARV.
4. All piping, valves and appurtenances to be brass or 316 Stainless Steel except where specified otherwise.
5. ARV shall have a Reinforced Nylon Body (ARI D-025 or D-26).
6. The enclosure shall be Water Plus Polyethylene Model 131632 H-30-G or approved equal with temper proof locking device and vents must be capable of allowing at least the same amount of airflow as the valve.
7. Shop drawings for the ARV shall be submitted to the City for approval.
8. Any deviation from this detail shall be made known to the City for approval.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT106a	Gas Release Valve Wastewater
DATE: June 2021	SCALE: N/A



Carrier Pipe and Casing Pipe Sizes (MIN)							
Carrier Pipe NOM. DIA.	4	6	8	12	16	20	24
Casing Pipe NOM. DIA.	16	16	18	24	30	36	42
Wall Thickness-Inches	Per Authority Having Jurisdiction						

NOTES:

1. Requirements of other jurisdictions shall be met. When construction is within FDOT jurisdiction, additional requirements of the "FDOT Utility Accomodation Guide" shall be met.
2. Casing spacers, as specified in the Engineering Standards Manual, are required by the City.
3. Larger skids shall be required for pipe greater than 24" diameter.
4. Casing shall extend a minimum of 10-ft beyond the edge of pavement, or meet FDOT requirements, whicever is greater. The city may require longer casings for deeper bored.
5. Distance between spacers to be per manufacturer's specifications, or max of 6.5-ft, whichever is more stringent.
6. All bells within the casings are to be restrained per the City's AML and ESM.
7. PVC Pipe in casing shall have a Double Mechanical Bell Restraint Harness per joint where rods are double nutted to preclude over-homing the joint during installation. Bell restraint pairs installed face to face on each side of bell to allow for proper nut installation and prevent both over-homing and bell separation
8. Ductile Iron Pipe shall be internal push-on restrained.
9. Casing spacers shall be a maximum of 24" from PVC Pipe Double Mechanical Bell Restraint Harness

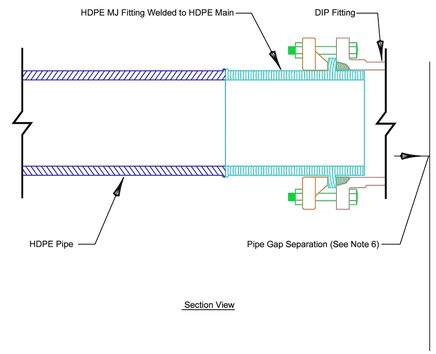
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT008	Boring and Jacking
DATE: August 2025	SCALE: N/A

Pipes/Mains Separation Requirement Table (See Note 11 for Structural)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structural
	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.	Vert.	Horiz.
Potable	1'	6"	3'	12"	10'	18"	3'	18"	10'
Reclaimed	3'	12"	1'	6"	3'	12"	3'	12"	10'
Sanitary Sewer	10'	18"	3'	12"	1'	6"	3'	12"	10'
Storm Sewer	3'	18"	3'	12"	3'	12"	1'	6"	10'
Joint Spacing Requirement Table (See Note 2)									
	Potable		Reclaimed		Sanitary Sewer		Storm Sewer		Structure
Potable	3'		3'		6'		3'		10'

NOTES:

1. The table above represents the minimum separation requirements as described in the City's Engineering Standards Manual. The most stringent requirements between the City's Standards and the guidelines set forth in the Florida Administrative Code 62-555.314 (F.A.C). shall apply between newly proposed utility lines and existing or proposed utility lines.
2. Joint spacing shall be based on one full length water main pipe centered above or below other pipes. The joint shall be no less than the required distance from the center of the crossing of the two pipes. (The water pipe shall be above the other pipe unless otherwise approved by the City.)
3. Where the City's minimum vertical and horizontal separation from potable water cannot be achieved from the outside of the potable water pipe and the outside of the other pipe/main, preferred separation in accordance with F.D.E.P. rules of the Florida Administrative Code 62-555.314 (F.A.C.) and 62-604.400 (F.A.C.) may be allowed upon approval by the City's Utilities Department.
   a. If it is not technically feasible or economically sensible to comply with the requirements set forth in 62-555.314 (F.A.C.), technical or economic justification for each exception must be submitted to F.D.E.P. with alternative construction features. Proof of F.D.E.P.'s approval for exceptions shall be submitted to the City.
4. For the purpose of this table, reclaimed water shall mean unrestricted public access reuse water as defined by F.A.C. 62-610. Other types of reclaimed water, not treated to public contact levels, shall be considered raw sewage, and the separation list for sanitary sewer shall apply.
5. Alternative water, such as storm water used for irrigation, shall be considered reclaimed water for separation requirements.
6. Pipe separation distance provided above shall mean the horizontal and/or vertical distance measured for the outside dimension of each pipe/main.
7. All Sanitary and Storm Structures shall follow separation requirements above.
8. Potable water pipes shall be laid above all pipes, unless given written approval by the City.
9. All utilities shall be installed with 36" of cover over the top of pipe. Cover shall be measured with current or future grading to ensure the 36" coverage.
10. No potable water pipe may pass through a sanitary sewer structure. Penetration through storm sewer must be approved by the City and is subject to special conditions and materials.
11. Structural shall refer to foundations, walls, etc. Additional separation shall be required by the City for construction of, including, but not limited to: live loads, multi-story commercial buildings, superstructures, embankments, retaining walls, bridges, ~~railroads~~, high voltage transmission mains, gas mains, etc.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT013	Pipe Separation Requirement Table
DATE: August 2025	SCALE: N/A

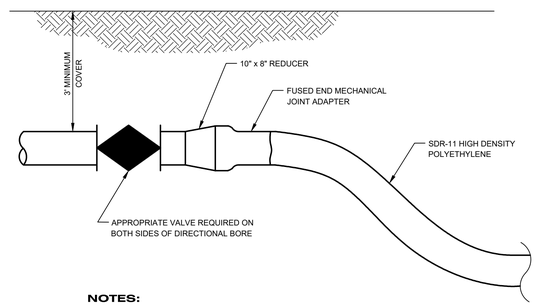


Section View

NOTES:

1. Shall be designed per ASTM F1962-11.
2. The detail shall be used when connecting directional drilled sections of mains together using valves, sleeves, fittings or appurtenances.
3. This detail is limited to the use of 4" to 20" mains.
4. In cases where directional drill main must be offset by direct bury of a portion of the main, contractor may elect to use a Restrained End for both connections.
5. Spool piece for fittings or around main offsets may use alternative approved main material. Gap between mains when connecting with a sleeve shall be no greater than 2.5".
6. The information and requirements in this detail are for directional drill connections only. For other connections refer to other City details.
7. Isolation vales shall be designed and installed at both ends of the directional drill.
8. Entire directional drill to be shown in plan view and profile view on construction plan.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT014	Directional Drill HDPE Connection
DATE: August 2025	SCALE: N/A

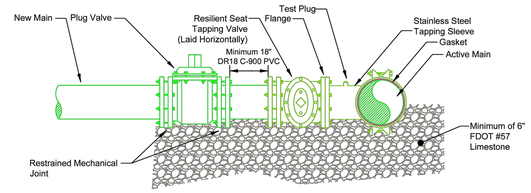


NOTES:

1. DEPTH OF DIRECTIONAL BORE SHALL BE APPROVED ON A CASE BY CASE BASIS.
2. CONTRACTOR MUST COMPLY WITH ALL APPLICABLE FDOT, DEP, ACOE, AND WATER MANAGEMENT DISTRICT REQUIREMENTS.

DIRECTIONAL BORE DETAIL

SCALE: NONE



NOTES:

1. All Sleeves and Valves shall be water tested before tap.
2. For Valve Box and Cover, see City of Ocoee Detail UT009 "Valve Box and Cover" Detail.
3. Upon completion of the sewer tap, the tapping sleeve, tapping valve and plug valve is to be supported by FDOT #57 Limestone.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT107	Stainless Steel Tapping Saddle and Plug Valve Assembly Wastewater
DATE: August 2025	SCALE: N/A

No.	Date	Revision
5		
4		
3		
2		
1		

No.	Date	Revision
5		
4		
3		
2		
1		

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Orlando, FL 32801
Ph: 407.425.0452

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Plans Prepared By
CPH CONSULTING, LLC
A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect, No. AA26000026
Landscape No. LC000298

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

Designed by:	MEP
Drawn by:	GCM
Checked by:	RMG
Date:	3/2025
Job No.	O6025

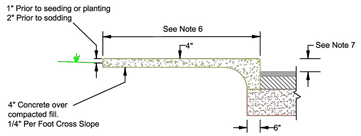
City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

STANDARD DETAILS

Sheet No.
C-10

100% SUBMITTAL

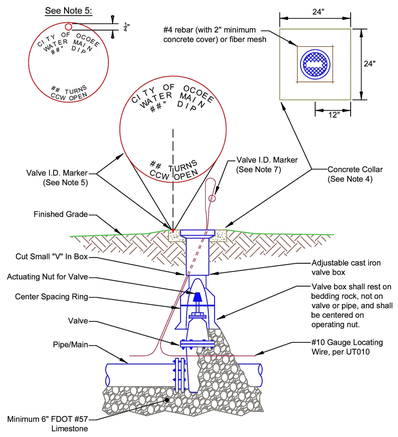
Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Standard Details.dwg Oct 16, 2025 - 9:47am zaadad



NOTES:

1. Tooled Control Joints at 5' O.C. max.
2. Expansion Joints at 25' O.C. max.
3. Joints shall be constructed within 24 hours of pouring concrete
4. Sidewalks shall be Class I, 3000psi
5. Sub-grade or base shall be compacted to a minimum density of 98% of the maximum density as determined by AASHTO T-180 for sidewalks/bike paths and curbs.
6. Refer to plans for sidewalk width. Sidewalk shall be a minimum of 5' if a width is not specified on the plans.
7. Refer to the plans for the curb height. If no curb height is specified, use 6"

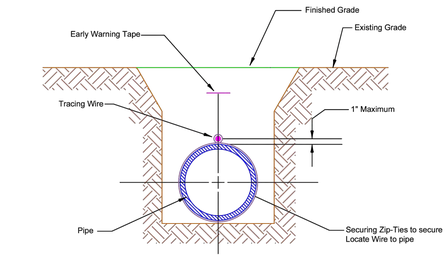
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW005	Sidewalk, Curb, and Pavement Detail
DATE: JUNE 2020	SCALE: N/A



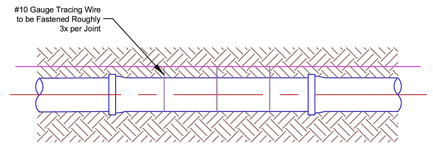
NOTES:

1. For new construction, valve boxes shall be adjusted to midrange to allow for future box adjustments. PVC extensions shall not be used on valve box.
2. The actuating nut for valves shall be no deeper than 24" from ultimate finished grade. Where valve nut is more than 36" below grade, valve assembly shall include an extension from the City's Approved Materials List.
3. Valve assembly shall include center spacing ring from the City's Approved Materials List.
4. Valve collar shall be 24" x 24" x 6" square pad and concrete for collar shall be fc' of 3,000 psi minimum @ 28 days for non-pavement areas, using fiber mesh or #4 rebar.
5. Valve I.D. marker shall be from the City's Approved Materials List and shall include "City of Ocoee", main type, size, material, turns to open or close valve, and direction of rotation.
6. Valve box shall not be located in pavement, sidewalk, curb, drainage flow channel or driveway unless approved by the City. If approved, Contractor/Developer shall reach out to the Utilities Department on the location of the valve I.D. marker.
7. For a valve box approved in sidewalk or pavement, a valve I.D. marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT009	Valve Box and Cover
DATE: August 2025	SCALE: N/A



Cross Section



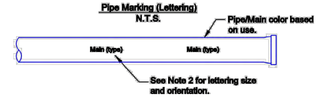
Transverse Section

NOTES:

1. All pipe shall include the installation of #10 solid copper tracing wire capable of detection by cable locating equipment.
2. Tracing wire shall be buried directly above the transverse centerline of the pipe and secured 3x per Joint with zipties.
3. End(s) of the locating wire shall be accessible by locating equipment assessing the wire in a valve box or blow-off box. Wire shall extend 12" minimum above finished grade.
4. Unless approved by the City, early warning tape indicating the type of pipe shall be required.
5. All directional drill pipe shall have a minimum of 3 locating wires attached to the top of pipe and shall remain on the top of the pipe during installation. Locating wire splicing shall be inspected by a City Inspector.
6. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
7. All tracing wire installation shall be tested and verified for continuity by the contractor in the presence of a City Inspector before paving, prior to final acceptance.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT010	Pipe Locating Wire
DATE: August 2025	SCALE: N/A

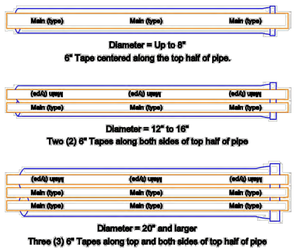
Pipe Marking (Lettering)
N.T.S.



PIPE LETTERING NOTES:

1. **Lettering shall be per the American Water Works Association.**
2. **Lettering shall be a minimum of 3/4" in height and shall be be facing up when the pipe is installed.**
3. **Lettering must be permanently imbedded into the pipe/main, not painted or stenciled.**
4. **Lettering shall be of contrasting color to pipe/main color.**
5. **Lettering must be legible at time of use.**

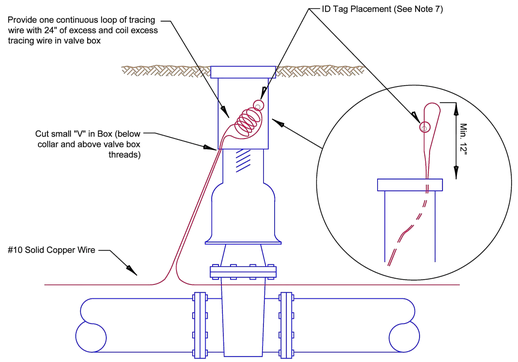
Warning Tape
N.T.S.



WARNING TAPE NOTES:

1. **Tape color shall be in accordance with (same) as main/pipe color.**
2. **Tape to be installed between 12"-18" above the top of pipe.**
3. **Tape lettering shall be at least 1" in height with no greater than 12" in spacing.**
4. **Warning tape shall extend total length of pipe.**

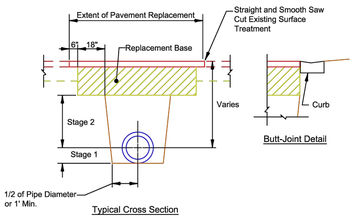
DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT011	Pipe Identification & Warning Tape
DATE: August 2025	SCALE: N/A



NOTES:

1. All pipe shall be installed with # 10 solid copper tracing wire. Tracing wire must be installed directly above the pipe in a continuous circuit.
2. Tracing wire shall cover all main, pipe, and branches (including fire hydrants).
3. Tracing wire shall extend a minimum of 12" above grade at required intervals and/or valve lids.
4. Tracing wire shall be coiled and placed in a valve box and shall be easily accessible.
5. At dead ends of mains, pipes, and/or services, the tracing wire shall be placed in a properly identified cast iron valve box, per City of Ocoee Detail UT009 "Valve Box and Cover", or a meter box.
6. All wire splices shall be completed with twist-on type wire nuts with gel or grease filled moisture seal.
7. For a valve box approved in sidewalk or pavement, a valve I.D. marker shall hang in the valve box anchored to the locating wire.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
UT012	Tracing Wire Location
DATE: August 2025	SCALE: N/A



Typical Cross Section

Butt-Joint Detail

Stage Compactions:

1. Backfilling of trench shall be in six inch (6") maximum lifts.
2. Stage 1: Backfilling trench in Stage 1 shall use proper mechanical equipment to insure proper compaction throughout, including pipe haunches.
3. Stage 2: Backfilling trench in Stage 2 shall be to bottom of sub-grade.

NOTES:

1. All work and material for the Flexible Pavement Reconstruction shall be in accordance with the most current City of Ocoee - Engineering Standards Manual (available at OCOEE.ORG).
2. Any conflict between ESM specification and this sheet's specifications shall be resolved by the more stringent requirement.
3. Replacement asphalt shall match the existing structural and friction courses for type and thickness in accordance with requirements as set forth by the ESM.
4. Replacement asphalt shall be installed the to the full width of the travel lane.
5. Backfill and base material shall be clean and homogenous compacted to 98% of the maximum density per AASHTO T-180. Tack shall be added to the new base material prior to installing the replacement asphalt.
6. Base course shall be prepared in 6" lifts maximum, and thoroughly compacted.
7. Where trench line abuts existing curb(s), construct clean butt joint with curb. In the event curb is undermined and/or compromised, curb shall be replaced.

DETAIL NO.	CITY OF OCOEE CONSTRUCTION DETAILS
PW002	Open Cut Flexible Pavement Replacement
DATE: July 2022	SCALE: N/A

No.	Date	Revision
1		
2		
3		
4		
5		

No.	Date	Revision
6		
7		
8		
9		
10		

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1117 East Robinson Street
Orlando, FL 32801
Ph: 407.425.0452

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CPH CONSULTING, LLC
A Full Service A & E Firm
State of Florida Licenses:
Engineer No. 3215
Surveyor No. LB7143
Architect. No. AA26000926
Landscape No. LC000298

ROBERTO MARCOS GONZALEZ, P.E.
P.E. LIC. # 56875

Designed by:	MEP
Drawn by:	GCM
Checked by:	RMG
Date:	3/2025
Job No.	O6025

City of Ocoee
Clarke Road Force Main Relocation
Ocoee, Florida

STANDARD DETAILS

Sheet No.
C-11

100% SUBMITTAL

Drawing name: J:\O6025\Civil\DWG_Current_Plan_Set\O6025 Standard Details.dwg Oct 16, 2025 - 9:48am zaadad

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 9

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Approval of Projects that were Awarded Funding under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program. (Public Works Director Krüg)

Background Summary:

The US Department of Housing Urban Development (HUD) has awarded Orange County $219,712,000 under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program to fund activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation.

Orange County has awarded the City of Ocoee, as a subrecipient, $486,627 for the City's Roper Parkway and Capitol Court Drainage Improvement Project (see attached) and $500,000 for the Lake Lotta and Northwest Ditch Basin Studies (to be approved at a future date) through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. These infrastructure and planning projects serve to improve the City's flood resiliency by increasing community protections during severe storms. These activities align with the City's Envision 2045 Comprehensive Plan, the County's CDBG-DR Program goals, and the Local Mitigation Strategy (LMS) Working Group's goals.

Public Works recommends approval of projects awarded under the CDBG-DR Program.

Issue:

Should the Honorable Mayor and City Commission approve projects awarded under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program?

Recommendations:

Staff recommend the Honorable Mayor and City Commission:

1. Approve projects awarded funding under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program.

Attachments:

1. Award- CDBG Infrastructure
2. Award Letter- CDBG Planning

3. CDBG Project Awards
4. Subrecipient Agreement

Financial Impacts:
There is no financial impact at this time as the City prepares to put the projects out to bid and is expected to receive additional funding from the Hazard Mitigation Grant Program (HMGP) for the infrastructure project.

Type of Item: Consent

ORANGE COUNTY GOVERNMENT FLORIDA

HOUSING AND COMMUNITY DEVELOPMENT DIVISION
MITCHELL L. GLASSER, *Manager*
525 East South Street • Orlando, Florida 32801
407-836-5150 • Fax: 407-836-5193
www.OrangeCountyFL.net

May 1, 2025

Mr. Hseth Burch, Staff Engineer
City of Ocoee
301 Maguire Rd.
Ocoee, FL 34761

Dear Mr. Burch:

Subject: Community Development Block Grant – Disaster Recovery (CDBG - DR) Program (Infrastructure, Public Facilities and Mitigation Programs)

This letter is to acknowledge receipt of your grant application for Community Development Block Grant – Disaster Recovery funding (Infrastructure, Public Facilities and Mitigation Programs). Your application was reviewed by the evaluation committee, and a recommendation was submitted to the Community Development Advisory Board (CDAB).

We are pleased to inform you that we will be recommending **$486,627** in CDBG-DR funding for the Roper Pkwy and Capitol Court Drainage Improvement project that will mitigate the flood risk in a low- to moderate-income area.

The next step in the process will be to submit funding recommendations for approval to the Board of County Commissioners (BCC) in June of 2025. Funding is contingent upon the availability of funds from the federal government, the completion of an environmental review, and an execution of a subrecipient agreement between the County and the City, including completion of the conditions determined by the County's assessment of the City's capacity and risk.

Should you have any additional questions, please contact Sherry Julien, Project Manager, at 407-836-5169 or via email at Sherry.Julien@ocfl.net.

Sincerely,

Mitchell Glasser, Manager
Housing and Community Development Division

cc: Sherry Julien, Project Manager, Housing and Community Development Division

ORANGE COUNTY GOVERNMENT FLORIDA

HOUSING AND COMMUNITY DEVELOPMENT DIVISION
MITCHELL L. GLASSER, *Manager*
525 East South Street • Orlando, Florida 32801
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www.OrangeCountyFL.net

May 1, 2025

Mr. Hseth Burch, Staff Engineer
City of Ocoee
301 Maguire Rd.
Ocoee, FL 34761

Dear Mr. Burch:

Subject: Community Development Block Grant – Disaster Recovery (CDBG - DR) Program (Planning Program)

This letter is to acknowledge receipt of your grant application for Community Development Block Grant – Disaster Recovery funding (Planning Program). Your application was reviewed by the evaluation committee, and a recommendation was submitted to the Community Development Advisory Board (CDAB).

We are pleased to inform you that we will be recommending **$500,000** in CDBG-DR funding for the Lake Lotta and Northwest Ditch Basin Studies project that will assist with mitigation measures to reduce long-term flood risks.

The next step in the process will be to submit funding recommendations for approval to the Board of County Commissioners (BCC) in June of 2025. Funding is contingent upon the availability of funds from the federal government, and an execution of a subrecipient agreement between the County and the City, including completion of the conditions determined by the County's assessment of the City's capacity and risk.

Should you have any additional questions, please contact Sherry Julien, Project Manager, at 407-836-5169 or via email at Sherry.Julien@ocfl.net.

Sincerely,

Mitchell Glasser, Manager
Housing and Community Development Division

cc: Sherry Julien, Project Manager, Housing and Community Development Division
Janna Souvorova, Ph.D., AICP, Chief Planner, Housing and Community Development Division

Legislation Details (With Text)

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Date	Ver.	Action By	Action	Result
6/3/2025	1	Board of County Commissioners	Approved	Pass

Interoffice Memorandum

DATE: May 7, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:
Approval of Projects and Award Amounts for Community Development Block Grant - Disaster Recovery for Hurricane Ian. All Districts. (Housing and Community Development Division)

PROJECT: Projects and Award Amounts for Community Development Block Grant - Disaster Recovery for Hurricane Ian

PURPOSE: On March 15, 2023, the U.S. Department of Housing and Urban Development announced a direct allocation of Community Development Block Grant - Disaster Recovery (CDBG-DR) funds, in the amount of $219,712,000, to Orange County to address long-term impacts from

Hurricane Ian. On January 9, 2024, the Board approved an Action Plan that included an analysis of unmet and mitigation needs, a summary of citizen input and engagement, general program requirements, and the County's proposed budget for the CDBG-DR Program.

To advance implementation of programs and strategies proposed in the approved CDBG-DR Action Plan, the County issued Requests for Applications (RFA) on December 10, 2024, for the infrastructure, public facilities, mitigation programs, and for the planning program. The RFAs closed on February 5, 2025. All applications received were evaluated and scored by an evaluation committee, with members recommended by the local Mitigation Strategy group. The projects recommended for funding were presented and approved by the Community Development Advisory Board on April 16, 2025. Pending Board approval, agreements are anticipated to be issued in Summer of 2025, upon completion of environmental reviews, capacity, and risk assessments for the selected projects.

PROJECTS AND AWARD AMOUNTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY FOR HURRICANE IAN

Infrastructure and Public Facilities Program		
Orange County Utilities - Orlo Vista Integrated Water Resources	$12,600,000	
Orange County Public Works - Long Lake Pump Station Improvement	$ 8,711,455	
Orange County Public Works - Bonnie Brook Subdivision Drainage Improvements		$ 1,514,104
City of Orlando - Richmond Heights Flood Mitigation		$12,498,549
City of Orlando - Haralson Estates Stormwater and Flood Mitigation		$ 8,701,411
City of Winter Garden - Bethune, Edgeway, Basin, Maxey & Dunbar Drainage		$ 6,562,500
City of Winter Park - W/WW Lift Station Project Ravaudage & Wymore		$ 5,157,507
Total Infrastructure and Public Facilities Program		**$55,745,526**
Mitigation Program		
Orange County Public Works - Verona Park Subdivision & Pump Station Improvement		$ 3,660,966
City of Ocoee - Roper Pkwy & Capitol Court Drainage Improvement		$ 486,627
City of Orlando - Flood Mitigation through Drain Well Replacements		$15,750,000
Town of Eatonville - Eatonville Resilience & Recovery		$ 8,291,743
Total Mitigation Program		**$28,189,336**
Planning Program		
Orange County Office of Sustainability & Resilience Building Community Resilience		$ 500,000
City of Ocoee - Lake Lotta and Northwest Ditch Basin Studies		$ 500,000
City of Orlando - Nature Based Solutions for Flood Mitigation		$ 500,000
Total Planning Program		**$ 1,500,000**

BUDGET: N/A

CAPITAL IMPROVEMENTS AND INFRASTRUCTURE SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CITY OF OCOEE

regarding

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD")
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY ("CDBG-DR") PROGRAM
B-23-UN-12-0003

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between **ORANGE COUNTY, FLORIDA,** a charter county and political subdivision of the State of Florida, on behalf of its Housing and Community Development Division (the **"County"**), and **CITY OF OCOEE** a political subdivision of the State of Florida (the **"Subrecipient"** or **"Agency"**).

RECITALS

WHEREAS, pursuant to Public Law 117-328 (the Appropriations Act) and the "Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice" published in the Federal Register Thursday, May 18, 2023 (**"Federal Register"**), the US Department of Housing Urban Development (**"HUD")** has awarded $219,712,000 in Community Development Block Grant Disaster Recovery (**"CDBG-DR"**) funding to the County for activities authorized under Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.) and described in the County's CDBG-DR Action Plan, which was approved by the Orange County Board of County Commissioners (**"Board"** or **"BCC"**) on January 9, 2024, and amended on February 27, 2025 (**"Action Plan")**, related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation; and;

WHEREAS, as a CDBG-DR funding recipient, the County fulfills the CDBG-DR Program's Goal of advancing long-term recovery and mitigation measures by issuing federal subawards (**"Subaward(s)"**) to other governmental agencies that are able to construct and operate CDBG-DR eligible public facilities and infrastructure projects;

WHEREAS, the Agency is a local government entity with experience in developing CDBG-DR funding eligible projects (**"Work"**) described in the *Scope of Work* attached to this Agreement as **"Exhibit C"** (hereafter referred to as the **"Project"**),

WHEREAS, the Agency submitted a proposal to the County requesting monetary assistance for the Project as part of the Infrastructure and Public Facilities Program of the Action Plan; and

WHEREAS, the County has determined that the Project will serve a valid public purpose that fulfills the purposes and policies of the Act and the CDBG-DR Program and desires to utilize certain CDBG-DR Funds to meet the objectives further detailed in the *Scope of Work* attached as **"Exhibit C"**; and

WHEREAS, the parties desire to enter into this Agreement to ensure the Agency's compliance with the requirements of the CDBG-DR Program regulations, and to secure other covenants and obligations from the Agency regarding the Project and use of CDBG-DR Funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge County and Agency agree as follows:

ARTICLE I - RECITALS

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein as a material part of this Agreement.

ARTICLE II – NATIONAL OBJECTIVES AND APPLICABLE FEDERAL REQUIREMENTS

Section 1. Compliance with National Objectives

1.1 **National Objectives.** The Agency, as a subrecipient of CDBG-DR Funds, hereby affirms that the activities carried out with the Funds provided under this Agreement meet one or more of the CDBG Program national objectives, as defined in the CDBG Code of Federal Regulations 24 CFR § 570.200(a) and 24 CFR § 570.208 (collectively hereinafter referred to as **"National Objectives"**).

1.2 **Required Certification.** Pursuant to 24 CFR § 570.200(a), the Agency hereby certifies that the Work provided under this Agreement will benefit low- and moderate-income persons And that at least 51% of all individuals served under this Agreement are low- and moderate-income persons, either by meeting HUD's income eligibility criteria under 24 CFR § 570.3 or by qualifying as limited clientele under HUD guidelines.

Section 2. Applicable Federal Requirements

2.1 This Agreement is funded pursuant to **Federal Award Identification Number: B-23-UN-12-0003** and shall be used to supplement, not supplant, other related funding or in-kind resources made available for related Work. The funds shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency (**"FEMA")** or the U.S. USACE of Engineers ("**USACE"**).

2.2 The Agency shall comply with the regulations found in 2 CFR Part 570 (**"Community Development Block Grants"**), with details of HUD requirements concerning CDBG, with the Code of Federal Regulations Title 2, Part 200, as amended by 24 CFR § 570.502 (**"Uniform Administrative Requirements"**), all federal regulations and policies issued pursuant to these regulations, and any other relevant or related federal directive or applicable laws (collectively, **"Applicable Federal Law(s)"**).

2.3 In addition to the regulations listed above, the Agency will comply with core CDBG-DR tenets and requirements listed below:

2.3.1 **Most Impacted and Distressed (MID) Requirement:** The Agency must conduct all activities and expend all CDBG-DR award funds granted by the County in the "most impacted and distressed" (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian (Federal Emergency Management Agency (FEMA) Disaster No. 4673 – DR). As noted in the Federal Register Guidance (88 FR 32047), the HUD-identified MID for the area for this disaster allocation is all of Orange County.

2.3.2 **Eligible Activities:** CDBG-DR funds are provided for necessary expenses for activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA), as amended (42 United States Code (U.S.C.) 5301 et seq.), related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation of related risk. The Agency must utilize CDBG-DR funds as prescribed under 24 CFR 570 Subpart C – Eligible Activities, and for alternative requirements and waivers as prescribed within the Federal Register Guidance. Furthermore, the Agency shall conduct its project to align with the approved eligible activities found under the most recent approved Action Plan for County's CDBG-DR Unmet Needs Assessment.

2.3.3 **CDBG-DR Mitigation Set-Aside and Storm "Tie-Back".** The County is responsible for informing the Agency of whether CDBG-DR funding is awarded for an activity(ies) to address an unmet recovery need, a mitigation and resilience measure, or both. Depending on the recovery or mitigation designation

by the County, the Agency is responsible for documenting proof of the designation. For recovery activities, the Agency must demonstrate that their activities "tie-back" to the specific disaster and address a specific unmet recovery need for which the CDBG-DR funds were appropriated. For mitigation set-aside activities, the Agency must document how its activity(ies)(1) meet the definition of mitigation activities; (2) address the current and future risks as identified in the Agency's mitigation needs assessment in the MID areas under its Action Plan; (3) is a CDBG-eligible activity under title I of the HCDA (or otherwise eligible pursuant to a waiver or alternative requirement); and (4) still meets a national objective. In some cases, the County may require the Agency to provide evidence of the activity meeting both the CDBG-DR "tie-back" and mitigation measures justification. The County will spell out specific requirements for the Agency, its project, and the project's eligible activities under the *Scope of Services* attached as **Exhibit "C".**

2.3.4 **Duplication of Benefits.** The agency certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined in Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The Agency must comply with HUD's requirements for Duplication of Benefits (DOB) as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits) and HUD guidance (including HUD training materials), including specific Order of Assistance requirements. The Agency shall carry out the activities under this Agreement in compliance with the County's procedures to prevent DOB. In consideration of the Agency's receipt of funds under the CDBG-DR Program administered by the County, the Agency hereby assigns to the County all of the Agency's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies or any type of coverage, or under any reimbursement or relief program related to or administered by FEMA or the Small Business Administration ("SBA") that was the basis of the calculation of the award made pursuant to this Agreement and that are determined at the sole discretion of the County to be a DOB.

In accordance with the Federal Register Guidance at 88 FR 32053 – Section IV.A.1.(d)(v) Applicable Rules, Statutes, Waivers and Alternative Requirements: Reassess Unmet Need When Necessary, the Agency certifies that they will notify the County immediately of any funding source changes and/or additions from other sources that are different from that shown in the Agency's application. This notification must include a statement explaining how this change in funding affects the provisions of the project and activity requirements as well as the use of and continued need for CDBG-DR funds through the County. The Consultant will perform checks to determine if Agency is in compliance with this requirement.

2.4 A partial list of the Applicable Federal Laws is attached as **"Exhibit A,"** for convenience and reference purposes only and shall not be relied upon by the Agency to be the full and exhaustive list of Applicable Federal Laws.

2.5 The Agency hereby acknowledges that the specific provisions of Applicable Federal Laws referenced in this Agreement or in **"Exhibit A"** are referenced only for emphasis. The exclusion of a specific provision of Applicable Federal Law from this Agreement does not alleviate the Agency from its obligation to comply with such applicable provisions.

2.6 **By executing this Agreement, the Agency hereby certifies that it has reviewed the Applicable Federal Laws and that it understands its obligations pursuant to such federal laws, regulations, policies, and directives.**

2.7 The Agency must conduct all activities and expend all CDBG-DR award funds granted by the County in the "most impacted and distressed" (MID) areas resulting from the qualifying major disaster in 2022, which is in response to Hurricane Ian FEMA Disaster No. 4673-DR. As noted in the Federal Register, the HUD-identified MID area for this disaster is all of Orange County.

Section 3. Agreement between County and HUD. The Agency shall be bound by the standard terms and conditions used in the Community Development Block Grant Disaster Recovery (CDBG-DR) Grant Agreement between the County and HUD (a copy of which has been provided to the Agency and is hereby incorporated into this Agreement by reference), to the extent such standard terms and conditions are applicable to the Agency and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement, or subsequent to the execution of this Agreement by the parties hereto.

Section 4 – Duplication of Benefits. The Agency certifies that it shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 et seq.) and described within Appropriations Acts and Federal Register Guidance. The Agency must comply with HUD's requirements for Duplication of Benefits (DOB), as described in the Federal Register Guidance (Section IV.A.1. – Grant Administration; Duplication of Benefits (DOB)) and HUD guidance (including HUD training materials), including specific requirements as noted under Section 2.3.4 above. The Agency shall carry out the activities under this Agreement in compliance with the COUNTY's procedures to prevent DOB. The Agency shall also sign a Subrogation Agreement (see "**Exhibit Q"** – CDBG-DR Program Subrogation Agreement)

ARTICLE III – USE OF SUBAWARD

Section 1. Use of Subaward Funds

1.1 The Agency shall use the Subaward received under this Agreement only for the purpose of conducting the Project and providing the agreed upon Work described in the *Scope of Work* attached to this Agreement as **"Exhibit C"**. CDBG-DR Funds shall not be used for any purpose other than those provided for in this Agreement.

1.2 The Agency shall provide all required staff, volunteer workers, and services required for the operation of the Project. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Agency removes any employee, volunteer, associate, or agent of the Agency that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.

1.3 CDBG-DR Funds shall be expended only for costs associated with the Work activities in the *Budget* attached as **"Exhibit B"**. No construction activities shall begin on the Project until an environmental review has been completed and approved by HUD, the Authorization to Use Grant Funds has been obtained and a formal Notice to Proceed (NTP) has been issued. Engineering and design services may commence prior to the approval of the environmental review. To avoid the disqualification of a project, no choice-limiting actions may be performed prior to the Agency having obtained environmental clearance for the project. The Agency is prohibited from undertaking or committing any funds on choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, or leasing or disposition prior to the executed Authority to Use Grant Funds (HUD 7015.16) form or equivalent letter having been received.
Additionally, entering a contract that obligates the Agency to any of the above activities constitutes a choice-limiting action and puts the fundability of the project at risk. Prior to issuance of a Notice to Proceed, the Agency shall complete all items required in "**Exhibit R"** Conditional Grant Requirements.

1.4 CDBG-DR Appropriations Acts generally include a statutory order of assistance for Federal agencies which require Grantees to verify whether funds made available by FEMA or the U.S. Army Corps of Engineers (USACE) are available for an activity, or the costs are reimbursable by FEMA or the USACE, before awarding CDBG-DR assistance for the cost of carrying out the same activity. The Agency shall not use CDBG-DR funds for activities reimbursable by or for which funds are made available by FEMA or USACE. The Agency must verify and inform the County if FEMA and USACE funds are available prior to award or

expenditure of CDBG-DR funds to an eligible activity within the *Scope of Services* attached as **"Exhibit "C"**. Failure to do so can result in a return of funds as outlined in Section 2.3 of Article VI of this Agreement.

Section 2. Project Completion Date. The Project shall be completed no later than **June 30, 2029** (**"Completion Date"**). The Completion Date may be extended by the Program Administrator, in their sole discretion, in the event of any unavoidable delays deemed to be beyond the control of the Agency. Any such extension of the Completion Date by the Program Administrator shall be done in writing and shall not extend beyond the term of the Federal Award. For the purposes of this Agreement, the "**Program Administrator**" is the Manager of the County's Housing and Community Development Division or their designee.

Section 3. Work Area. The Agency shall provide the Work at the designated facility located at the address designated in the *Scope of Work* attached as **"Exhibit C"**.

ARTICLE IV – CONFIDENTIALITY AND PUBLIC RECORDS

Section 1. Florida Information Protection Act ("FIPA")

1.1 If applicable, the Agency shall be responsible for protecting **"Personal Information"** in compliance with the terms of Section 507.171, Florida Statutes.

1.2 Pursuant to Section 501.171(g)1., Florida Statutes, "Personal Information" means either of the following:

(a) An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional;

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual; or

(6) Any information regarding an individual's geolocation.

(b) A username or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

Section 2. Public Records Compliance Requirements.

2.1 Pursuant to Section 119.0701, Florida Statutes, the Agency shall:

(a) Keep and maintain public records required by the County to perform the service.

(b) Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Agency does not transfer the records to the County.

(d) Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Agency or keep and maintain public records required by the Agency to perform the service in accordance with Florida law.

(e) If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of this Agreement, the Agency shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

(f) All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE AGENCY SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2.2 **Florida Agencies.** If the Agency is an "Agency" as defined by Section 119.011, Florida Statutes, then the Agency shall comply with its own obligations under Chapter 119, Florida Statutes. The Agency additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Agency will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Section 3. Health Insurance Portability and Accountability Act ("HIPAA")

3.1 Under this Agreement, each party shall limit its transmission of data to the other party only to data that either: (a) is not **"Protected Health Information,"** as defined in 45 CFR § 160.103; or (b) has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.

3.2 Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting that Protected Health Information shall, prior to such transmission, ensure that: (a) a Business Associate Agreement has been executed; and (b) all the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed including, but not limited to, obtaining signed and written authorizations or consents from the patient or client.

ARTICLE V - FUNDING AND BUDGET REQUIREMENTS

Section 1. Funding Limitations.

1.1 The Agency understands that this Agreement receives one hundred percent (100%) of its funding from federal funds, and in the event the federal government disallows payment, for whatever reason, and requires repayment of any portion of the funds provided through the Subaward, the Agency shall be responsible for reimbursing the County for the total amount owed. The Agency shall expend CDBG-DR funds only for allowable costs and eligible activities which are incurred during the Agreement period, In accordance with federal cost principles at 2 CFR § 200 Subpart E and 24 CFR § 570 Subpart C.

1.2 The amount of reimbursement requested by the Agency from the County for the Project shall not exceed the total Funds allocated and approved by the County under this Agreement. Any expenses or charges incurred by the Agency exceeding the Funding amount approved by the County shall be the sole responsibility of the Agency.

1.3 Any Funds allocated to the Agency by the County, which are not expended within the term of this Agreement, shall be retained by the County. The Agency shall not be reimbursed by the County for any services or expenses incurred not within the term of this Agreement.

1.4 The County shall be the final authority as to the availability of CDBG-DR Program funds and as to how such funds will be allocated.

1.5 The County reserves the right to reduce or otherwise alter the Subaward amount of this Agreement at its sole discretion. Notification of such funding modification shall be provided in accordance with **Article XIV ("Notices")**.

Section 2. Budget.

2.1 The Subaward shall be an amount not to exceed the total amount indicated in the *Budget* attached as **"Exhibit B"**. Such Subaward shall be paid in accordance with the *Budget*, and any federal, state and local laws, rules, regulations, and orders.

2.2 All Funds allocated to the Agency from the County for the current CDBG-DR Program shall be expended according to the budgetary line-item expenditures provided for in the *Budget*. Requests for transfers within approved line items in the *Budget* that are reasonable and justifiable, are permissible with the approval of the County's Manager of the Housing and Community Development Division (**"Manager"**) upon written request by the Agency. Such request shall be submitted no later than ten (10) days prior to the Project's Completion Date set forth in **Article III** of this Agreement.

ARTICLE VI - BILLING REQUIREMENTS AND PAYMENT METHODS

Section 1. Billing Requirements

1.1 The Agency shall submit all invoices and/or requests for reimbursement to the County on or before the last business day of each month . Submittals shall include CDBG-DR Program allowable Work incurred during the prior month and a completed itemized *Invoice*, a draft copy of which is attached as **"Exhibit D.**"

1.2 Each invoice shall be completed in its entirety and shall itemize all CDBG-DR Program approved Work and expenditures incurred by the Agency for the prior month.

1.3 Invoices submitted to the County shall include copies of supporting documentation for all expenditures and/or Work charged. "**Supporting Documentation"** shall include, but not be limited to: documentation supporting the completion of services (material and labor costs, etc.), accounting records supported by documentation (copies of issued checks, invoices, payroll and time sheets submitted via Canopy, etc.), and any other documents relating to the expenditures incurred and paid for by the Agency relating to the Project and Work provided under this Agreement. All charges for Work or expenditures submitted for reimbursement must be eligible under the CDBG-DR Program requirements and the Orange County CDBG-DR Infrastructure and Public Facilities Program Policies and Procedures Manual.

1.4 Requests for payment or reimbursement deemed by the County, in its sole discretion, as ineligible, shall be rejected by the County for payment. The County retains the right to reject approval for payment of any expenses or services the County deems as failing to meet CDBG-DR Program requirements.

1.5 The Agency shall submit the Agency's invoices in accordance with the following procedures:

(a) Submit a completed Invoice to the attention of the Program Administrator on or before the last business day of the month following the month during which CDBG grant-related work was provided and expenses were incurred.

(b) Submit records of the Subaward funds expended during the prior month along with Supporting Documentation of payment being made by the Agency.

(c) For employee salaries, the Agency shall submit time sheets or other records documenting the time employees spent in CDBG-DR Program related activities for the pay period(s) reimbursement is being requested. As part of its monthly reimbursement request, the Agency shall include a summary page itemizing the expenditures to be reimbursed for the Project activities, payroll expenditures for each employee, and/or all of the portions of each payment provided to vendors.

(d) The Agency must submit an AIA form that is standard use in the capital improvement project industry that includes the original *Budget* amount, amount requested to date, current billing amount and balance of funding, all of which is to be listed by line item.

Section 2. Payment

2.1 **Local Government Prompt Payment Act.** The County shall make payments to the Agency for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70, et. seq., Florida Statutes. All checks disbursed from the County shall be made payable to the Agency.

2.2 The County reserves the right to withhold or deny payment of Funds to the Agency for: (i) an incomplete invoice and/or failure to provide any and all required supporting documentation; (ii) Work performed relating to the Project or this Agreement deemed to be unsatisfactory; and (iii) the Agency's failure to comply with the terms and conditions of the CDBG-DR Program, Applicable Federal Laws, or this Agreement. In such case, the County shall provide written notice to the Agency specifying the corrective action to be taken and a reasonable date for compliance of such action.

2.3 The Agency shall repay the County any funds deemed by the County as paid in error to the Agency under the terms of this Agreement. The County reserves the right to reduce future payments due to the Agency by the amount owed to the County which is not repaid within ninety (90) days after the County's request.

2.4 The County reserves the right to withhold final payment or ten percent (10%) of the Agreement amount, whichever is greater, if the requirements of the Agreement, including, but not limited to, failure to submit Monthly Reports attached to this Agreement as **"Exhibit F"**, or failure to meet timelines for completion of the Project.

2.5 **Funds Paid in Advance.** If the Agency is provided Subaward funds in advance pursuant to this Agreement, the Agency and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as **"Exhibit G"**. Additionally, the Agency hereby certifies to the County that, if the Agency receives an advance of the Subaward:

(a) The Agency shall comply with 2 CFR § 200.305(b) (**"Federal payment"**) and therefore shall:

(1) Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Agency, and (ii) the Agency's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;

(2) Review 2 CFR § 200.302(b) and maintain financial management systems that comply with the standards therein for fund control and accountability; and

(3) Make timely payment to its contractors and vendors.

(b) **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Agency shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Agency is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

(c) Failure on the part of the Agency to use advance funds exclusively for permitted uses shall be cause for termination of this Agreement and will jeopardize the Agency's ability to receive advances or awards from the County in the future.

ARTICLE VII - PROGRAM AND FINANCIAL MANAGEMENT REQUIREMENTS

Section 1. Maintenance, Retention, and Access to Records

1.1 The Agency, and its subcontractors (if any) that are providing Work, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Section.

1.2 The County has engaged a consultant, Horne LLP (**"Consultant")**, to assist County in managing this subaward and the reporting requirements within this Agreement.

1.3 The Agency shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Agency's financial activities.

1.4 Accounting records must adequately identify the fiscal year, and receipt and expenditure of HUD funds for each subaward awarded separately from expenditures from other sources. The Agency shall ensure that all funds received from the County under the CDBG-DR Program are kept in accounts separate and apart from all other funds and accounts of the Agency.

1.5 The Agency shall establish and maintain separate accounting records for the Agency's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the CDBG-DR Program, and any directives issued by HUD.

1.6 The Agency shall maintain records including, but not necessarily limited to, the following:

(a) Records providing a full description of each activity undertaken;

(b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

(c) Records required to determine the eligibility of activities;

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-DR assistance;

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR program;

(f) Financial records as required by 24 CFR § 570.502 and 2 CFR Part 200;

(g) Records necessary to document compliance with CDBG-DR program requirements;

(h) Voucher System showing all supporting documentation, including purchase orders, invoices, and requisition;

(i) Book of Original Entry showing cash receipts, disbursement journals and general ledger;

(j) Chart of Accounts listing all accounts;

(k) Checking accounts showing monthly bank reconciliation, itemizing voided checks, check stubs, canceled checks and deposit slips;

(l) Petty cash record system showing monthly or more frequent reimbursement procedures;

(m) Documentation of purchasing practices showing formal pre-numbered purchase order system;

(n) Inventories and other safeguards against loss by theft or physical deterioration of supplies, equipment or other items;

(o) Formal subsidiary records of Project property and equipment disclosing acquisition and disposition of property with a minimum value of One Thousand Dollars ($1,000.00), and annual inventory reflecting actual value of property;

1.7 The Agency shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Agency's performance under this Agreement.

1.8 All records that were created, utilized, or maintained for the purpose of fulfilling the Agency's obligations pursuant to this Agreement, whether paper or electronic (**"Relevant Records"**), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

1.9 In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of ten (10) years after the resolution of any such event.

1.10 The Agency shall permit the County, the Comptroller of Orange County (the **"Comptroller"**), HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records and provide timely and reasonable access to the Agency's personnel for the purpose of interview and discussion related to such documents and or to the award made under this Agreement.

1.11 If the *Scope of Work* in **"Exhibit C"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, HUD, the Comptroller General of the United States, or any of their authorized representatives.

1.12 **The Agency shall ensure that the provisions of this Section are incorporated into any agreements into which it enters that are related to this Agreement and the CDBG-DR Program.**

Section 2. Financial Standards

2.1 The Agency shall maintain accounting systems with internal controls in accordance with 2 CFR §200.303 that safeguard HUD funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with the requirements set forth in the 2 CFR Part 200, Subparts D ('Post Federal Award Requirements") E (**"Cost Principles"**) and F (**"Audit Requirements"**).

2.2 Costs to this particular federal award may not be charged to other federal awards to cover funding shortages.

Section 3. Program Income and Fees

3.1 **Program Income**

(a) CDBG **"Program Income,"** is defined in 24 CFR §570.500(a) and, for the purposes of this Agreement, means gross income received by the Agency and directly generated by a CDBG supported activity or earned only as a result of this Agreement during the Project period.

(b) Program Income includes, but is not limited to, income from fees for Work performed; funds received from the use or rental of real or personal property acquired or improved with Subaward funds; proceeds from the disposition of property purchased or improved with CDBG-DR Funds; any interest

earned on CDBG-DR funds held in a revolving fund account; or proceeds from the disposition of equipment bought with CDBG-DR funds.

(c) Program income shall be treated in the same manner as any other funds granted under this Agreement. For those Program Income generating activities that are only partially assisted with CDBG-DR Program funds, such income shall be prorated to reflect the actual percentage of CDBG-DR Program funds that are used in accordance with 24 CFR §570.500.

3.2 The Uniform Administrative Requirements require that Program Income earned during the Project period shall be reported to the County within the month that it is earned and shall be accounted for in one of the following ways:

(a) Added to funds committed to the Project by the County and used to further eligible Project goals;

(b) Used to finance the non-federal share of the Project when approved by the County; and

(c) Deducted from the total Project costs in determining the net costs on which the County's share of costs will be based.

3.3 Program Income on hand at the time of expiration of the Agreement must be returned to the County along with accounts receivable that are attributable to the use of CDBG-DR Program Funds.

Section 4. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR § 200, including, but not limited to 2 CFR § 200.311-.313 and 24 CFR § § 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

4.1. The Agency shall transfer to the County any CDBG-DR funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

4.2. Real property under the Agency's control that was acquired or improved, in whole or in part, with Subaward funds in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until five (5) years after the expiration of this Agreement. Failure to comply with this subsection will result in the Agency paying the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition of, or improvement to, the property. The Agency may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4.3. If equipment acquired, in whole or in part, with funds under this Agreement is sold, then the proceeds will be considered Program Income. If the Agency does not need said equipment for activities under this Agreement, then the Agency will either (a) transfer the equipment to the County for the CDBG-DR program, or (b) retain the equipment after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-DR funds used to acquire the equipment.

ARTICLE VIII - RISK ASSESSMENT, MONITORING, AND AUDITING

Section 1. Risk Assessment. The County shall conduct a risk assessment of the Agency per 2 CFR § 200.332(c) and regularly complete a suspension and debarment check for the Agency performing Work under this Agreement to ensure compliance with 200 CFR § 200.214. A minimum of one employee of the Agency who is primarily responsible for the Project will be required to attend two training courses (Subrecipient Compliance and OIG Fraud, Waste and Abuse) by the deadline communicated by the County for when each course is offered. Please see Conditional Grant Requirements attached as **"Exhibit R".**

Section 2. Monitoring and Remedies for Non-Compliance.

2.1 The Agency shall systematically and expeditiously furnish the County any and all data needed for the purpose of CDBG-DR Project monitoring and evaluation. This data shall include information of the Work provided and any other data that may be required by the County, in its sole discretion, to adequately evaluate the CDBG-DR Project cost and effectiveness of the Work provided.

2.2 CDBG-DR Project programmatic and financial monitoring shall be performed periodically by the County with a Letter of Findings provided, if applicable, and shall comply with the 2 CFR § 200.329 (**"Monitoring and Reporting Program Performance"**) and 2 CFR § 200.332(e) ("**Requirements for Pass-Through Entities").** The Agency shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, within thirty (30) days of the date of the Letter of Findings. The Corrective Action Plan and Implementation Schedule will be subject to review and approval by the County.

2.3 The Agency agrees to reimburse the County any, and all monies identified as over-payment or ineligible as a result of monitoring findings.

2.4 The County shall have all legal and equitable remedies available to it including, but not limited to, injunctive relief, right of termination of monthly contribution payments, and/or restitution of any use by the Agency of CDBG-DR Funds determined to not be in conformance with the terms and conditions of this Agreement. This provision shall survive the termination of this Agreement.

2.5 Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a breach of contract and may result in the termination of this Agreement.

2.6 Financial reporting shall be performed in accordance with the 2 CFR § 200.328 (**"Financial Reporting").** In the event of any conflict between the provisions set forth in this Section and the requirements of the Federal Code, the Federal Code shall take precedence.

2.7 The Agency shall allow the County and HUD representatives to review its files and allow on-site monitoring of the Project during the term of this Agreement, or as may be required by the County or HUD, to determine compliance with CDBG-DR regulations.

2.8 The County may conduct monitoring visits, as it deems necessary, to evaluate the Agency's compliance with the terms of this Agreement, requirements of the CDBG-DR Program, and federal regulations.

Section 3. Auditing. The County, the Orange County Comptroller (**"Comptroller"**), the Federal Government, or any authorized designee or representative of any such government agency, shall have the right to audit the Agency's use of Subaward funds disbursed under this Agreement, from time to time, for compliance with the terms, conditions, and obligations set forth herein. The Agency shall provide full access to all records, documents, and information, whether paper or electronic data, necessary for the Comptroller to perform such audit.

3.1 **Audit requirements**. If the Agency expends $1,000,000 or more during its fiscal year in federal awards, the Agency must have a single audit or program-specific audit conducted for that year in accordance with 2 CFR § 200.501 (**"Audit Requirements"**).

3.2 **Single audit**. If the Agency expends $1,000,000 or more during the its fiscal year in federal awards, the Agency must have a single audit conducted in accordance with the Federal Code 2 CFR § 200.514 (**"Scope of Audit"**), except when the Agency elects to have a program-specific audit conducted in accordance with 2 CFR Part 200.501(c).

3.3 **Exemption.** An exemption shall apply when the federal awards expended are less than $1,000,000. If the Agency expends less than $1,000,000 during its fiscal year in federal awards, the Agency is exempt from federal audit requirements for that year, except as noted in 2 CFR § 200.503 (**"Relation to Other Audit**

Requirements"), but records must be available for review or audit by the County, Comptroller, appropriate HUD officials, and Government Accountability Office (**"GAO"**).

Section 4. Audit Submission

4.1 Audits shall be submitted to the County, no later than thirty (30) days after the auditor's report is received by the Agency. All audits shall be completed no later than one-hundred eighty (180) days after the close of the Agency' fiscal year, or as specified in accordance with 2 CFR Part 200, Subpart F (**"Audit Requirements"**).

4.2 A copy of the Audited Financial Statements or a copy of the Single Audit Reporting Package, including the associated management letter, which is compliant with 2 CFR Part 200, Subpart F, shall be forwarded to the County, with a copy provided to the Orange County Comptroller's Office, at both of the following addresses:

(a) Orange County, Florida
Housing and Community Development Division
Attn: Manager
525 E. South Street
Orlando, Florida 32802-1393

Or electronic mail to: sherry.julien@ocfl.net

AND

(b) Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38, Orlando, Florida 32802

Or electronic email to: jamille.clemens@occompt.com

4.3 Audit requirements stipulate that grantees and sub-grantees that spend $1,000,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year, in accordance with the provisions of the Federal Code 2 CFR Part 200, Subpart F. The audits must be submitted to the Federal Audit Clearinghouse either thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the entity's fiscal year (FY) end date. The Federal Audit Clearinghouse website is: https://harvester.census.gov/facweb/.

4.4 In the event the Agency is required to submit their audit (single or program-specific) to the Federal Audit Clearinghouse, as required by 2 CFR Part 200, Subpart F, a copy of the audit will be forwarded to the County and Comptroller's Office, as otherwise required by this Article.

4.5 Failure to comply with this requirement shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement from the Agency.

ARTICLE IX – TERM AND TERMINATION

Section 1. Term. The "**Term**" of this Agreement begins on the date of execution by the County and terminates five (5) years after the Project's Completion Date (as defined in the *Scope of Work*) (or **"Use Period"**). Due to the County's obligations to HUD, funding availability under this Agreement shall terminate on **April 9, 2030**.

Section 2. Subaward Period of Performance

2.1 The "Subaward Period of Performance" is the time during which the Agency may incur obligations to carry out the work or services authorized under this Agreement. The Agency may not invoice for any work

completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(b)(1)(v).

2.2 The Subaward Period of Performance of this Agreement is: the date of execution by the County to June 30, 2029. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail. The Manager of the County's Housing and Community Development Division may grant an extension of the Subaward Period of Performance provided that such extension does not exceed (12) twelve months and does not extend the Subaward Period of Performance beyond the Period of Performance provided in the Federal Award.

Section 3. Termination

3.1 The County may terminate this Agreement without cause and for convenience upon its provision of thirty (30) days prior written notice to the Agency. The Agency may terminate this Agreement without cause and for convenience upon its provision of forty-five (45) days prior written notice to the County. Any such notice shall comply with the requirements set forth in **Article XIV** (**"Notices"**) and shall be effective upon the other party's receipt of such notice.

3.2 In the event this Agreement is terminated before the end of the Term, whether for cause or convenience, the Agency shall reimburse the County all, or a portion, of the Subaward funds expended on the Project. Enforcement of such requirement shall be at the sole discretion of the County.

3.3 The County may terminate or suspend this Agreement in whole or in part for cause upon no less than twenty-four (24) hour prior written notice to the Agency. Cause shall include, but not be limited to, the following:

(a) Unauthorized or improper use of Funds for the Project;

(b) Failure to comply with the requirements of the CDBG-DR Program or the terms and conditions of this Agreement;

(c) Submission of incorrect or incomplete invoices, annual programmatic reports, or support documentation to the County;

(d) Inability to perform under this Agreement for any reason, including unavailability of CDBG-DR Program Funds to finance all or parts of the Project; or

(e) Violation of the conflict of interest or provisions of this Agreement and applicable law.

3.4 Termination or suspension of this Agreement for cause shall be upon no less than twenty-four (24) hour notice delivered in accordance with **Article XIV.**

3.5 Upon notice from the County to terminate the Project, the Agency shall immediately discontinue expending any Funds for the Project. The Agency shall not resume providing Work under the Project without written approval from the County. Any charges or expenses incurred by the Agency without first receiving the required written approval from the County will be the sole responsibility of the Agency.

3.6 After receipt of a notice of termination of this Agreement and except as otherwise directed, the Agency shall:

(a) Stop working under this Agreement on the date and to extent specified in the notice of termination;

(b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which has been terminated;

(d) Manage CDBG-DR Program properties as directed by the County;

(e) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination without reimbursement for services rendered in completing said reports beyond the termination date; and

(f) Take any other actions directed in writing by the County.

3.7 Pursuant to 2 CFR § 200.340(a)(4), the Agency may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, the Agency's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Agency's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.

Section 4. Force Majeure

4.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the party's control so long as the delay is not caused by the party's own fault or negligence. Notwithstanding the foregoing, the Agency cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the *Scope of Work* of this Agreement, or which in any way existed at the time this Agreement was executed.

4.2 No other damages, fees, or costs may be assessed against the County for the County's termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

ARTICLE X – REPORTING AND CLOSEOUT

Section 1. Monthly Reports

1.1 The Agency shall submit monthly reports to the Program Administrator, together with the Invoice on or before the last day of the month following the month which work was performed.

1.2 The CDBG-DR Program's Monthly Reports shall be submitted in accordance with the reporting requirements, attached to this Agreement as **"Exhibit F,"** which shall include, but not be limited to, the following information:

(a) Summary of current status;

(b) Summary of progress towards completion;

(c) Identification of any completed work.

(d) Total of unduplicated households benefiting from the improvements

1.3 The Program Administrator should be notified in writing of any problems, delays, or adverse conditions which may cause a delay in the Completion Date. Any such notification should be immediately after any of these conditions become known. A statement of action taken and any technical assistance needed to resolve the situation shall accompany this disclosure.

Section 2. Subaward Closeout

2.1 The closeout of the Federal Award, or this Subaward, does not affect any of the following:

(a) The right of the Federal Awarding Agency or the County to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or County must make any cost disallowance determination and notify the Agency within the record retention period.

(b) The requirement for the Agency to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost-rate adjustments.

(c) The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(d) Audit requirements in 2 CFR Part 200, Subpart F.

(e) Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

(b) Records retention as required in §§ 200.334 through 200.338 of 2 CFR Part 200.

2.2 The Subrecipient is required to provide close out documents to the County including, but not limited to the following.

(a) Documentation reporting the grant accomplishments and expenditures, including that the HUD national objective was met.

(b) Documentation that funds were expended in full or certification of the return of the remaining funds.

(c) Documentation describing the resolution of any outstanding audit or monitoring issues.

(d) Duplication of benefits verification form. A final review to be completed by the subrecipient and verified by Orange County as part of the close out process.

(e) Certification of completion from an engineer.

(f) Flood insurance documentation, where applicable.

(g) Final inspection and documentation.

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2.3 After closeout of the Federal Award and/or this Subaward, a relationship created under the Federal Award and/or this Subaward may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the County and the Agency, provided the responsibilities of the Agency, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the Agency, as appropriate.

ARTICLE XI - ASSIGNMENTS AND SUBCONTRACTS

Section 1. Assignments

1.1. The parties deem the Work to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

1.2. The Agency shall not assign, sublet, convey, or transfer any interest, right, or duty under this Agreement without prior written consent from the County, which may be given at the County's sole discretion. If the Agency attempts to assign any such rights or duties without the prior written consent by the County, the County may declare this Agreement void and the Agency thereupon agrees to remit to the County all payments made pursuant to and for the entire term of this Agreement.

Section 2. Subcontracting

2.1 Primary roles and responsibilities of the Agency cannot be subcontracted. It is mutually agreed that any program component that is subcontracted by the Agency must have a written contract. The Agency must

provide written notice to the County of all subcontractors. Procurement and/or bidding of non-primary roles and responsibilities must be awarded on a fair and non-collusive basis and must be in compliance with all applicable Orange County, State of Florida and Federal procurement standards at 2 CFR 200.318-327. The Agency shall not enter into a transaction with a person or affiliate placed on the Florida Department of Management Services' Convicted Vendor List. The Agency shall not enter into a transaction with debarred, suspended or ineligible contractors and participants included on the Federal Excluded Parties List, in accordance with 2 CFR 200.214. The Agency must ensure that each subcontractor conforms to the terms and conditions of this Agreement and must be subject to indemnification as stated in Article XIII below.

2.2 The Agency shall ensure that subcontractors, if applicable, are required to comply with the requirements set forth in the Uniform Administrative Requirements.

2.3 The County shall retain the right to review and comment on the Agency's solicitation plans and documents prior to the solicitation of bids, and, if utilizing that right, the County shall approve the selected contractor in writing prior to the Agency entering into any contract relating to the Project. The Agency shall provide the Program Administrator a copy of all executed contracts with the selected contractors and sub-contractors, all of which shall include a provision requiring the respective contractor or sub-contractor to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II.

2.4 The Program Administrator shall retain the right to review and evaluate all submittals, attend all construction progress meetings, and be fully informed of all issues including, but not limited to, any deletions or revisions in work resulting in a change in the Completion Date, and contract amount or scope of work. In no event shall the Completion Date be changed or otherwise modified beyond term of this Agreement without prior written approval by the County.

2.5 Davis-Bacon and Related Acts. Agency or Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 31413148) and 29 CFR Subtitle A, Parts 1, 3 and 5, as applicable, to construction, alteration, and repair contracts over $2,000.00. Davis-Bacon and Related Acts (DBRA) Labor Standards Reports (as applicable): When an activity triggers DBRA requirements, the Agency must report and submit information on assigned labor compliance staff, labor compliance review processes and outcomes, bid and contract requirements documentation, work classification and minimum prevailing wage rates, written clearance of labor compliance issue resolutions, file maintenance plans, and payroll review plans.

The Agency will remain compliant with DBRA by including the required DBRA contract provision identified in Appendix II to 2 CFR 200 in all federally funded contracts subject to DBRA. The Agency will conduct the following activities to ensure DBRA compliance by conducting the following activities: Pre-Bid Tasks: I. Designate a Labor Standards Officer (LSO) for the Project (Pre-Construction) II. Obtain Applicable Wage Determination(s) for the Project (Pre-Construction) III. Include the appropriate Wage determination(s) in the Bid Documents (Pre-Construction) Pre-Award Tasks: I. Ensure the Wage Rate is Current Before Bid Opening (Pre-Construction) II. Confirm the Recommended Construction Contractor's Eligibility Status (Pre-Construction) At Award Tasks: I. Award the Construction Contract (Pre-Construction) II. Submit the Labor Standards Record (Pre-Construction) Post-Start of Construction Tasks: I. Review Project Payrolls During Construction (Post Start of Construction) II. Submit a Payroll Review Certification (Post Start of Construction) III. Submit Construction Completion Reports—Upon completion of the construction contract, after all the work has been completed including punch list items, a final inspection must be conducted, and all parties must agree the work is acceptable. Additionally, the Agency will provide on-going DBRA technical assistance to the awarded contractor or subcontractor throughout the life of the project.

2.6 Section 3 Reports (as applicable): When an activity triggers Section 3 requirements, the Agency is required to submit data and information on Targeted Section 3 worker labor hours, Section 3 worker labor hours, total worker labor hours, and other qualitative efforts which the Agency and their vendors took in an attempt to reach or achieve Section 3 goals.

2.7 County staff will be responsible for completing and submitting all Federal Funding Accounting and Transparency Act (FFATA) reporting requirements.

2.8 All monitoring and reporting for DBRA and other aspects of this Agreement will be reviewed by the Consultant to ensure Agency compliance.

2.9 During the construction period, the Agency shall require all tiered contractors to submit required certified payroll via LCPTracker software.

LCPtracker LABOR COMPLIANCE REPORTING SERVICE.

LCPtracker is an internet-based service that allows for simple, accurate and compliant reporting of labor information required by CDBG-DR. The CONTRACTOR AND ALL TIERED SUBCONTRACTORS will subscribe free of charge to the services of LCPtracker for the submission of Certified Payroll, EEO Reporting, Section 3 Reporting, etc.

ARTICLE XII - PROCUREMENT REQUIREMENTS

Section 1. General Requirements. The Agency shall comply with the applicable requirements set forth in 2 CFR § 200.327 (**"Contract Provisions"**) when performing procurement in the process of delivering Work specified in this Agreement.

Section 2. County Procurement Requirements

2.1 When expending any funds provided to the Agency pursuant to this Agreement, the Agency must comply with 2 CFR §§ 200.318-200.327 (**"Procurement Standards"**). Moreover, by executing this Agreement, the Agency certifies that, for the purposes of using the Subaward funds, the Agency either: (a) maintains written purchasing procedures in compliance with such Procurement Standards; or (b) does not maintain written purchasing procedures that are compliant with such Procurement Standards and therefore agrees to use the County's purchasing procedures, which can be found at this link: https://www.orangecountyfl.net/VendorServices.aspx .

2.2 The Agency shall maintain an inventory of all property purchased or acquired with CDBG-DR Program Funds. "Property" shall mean all non-expendable, tangible property with a value of at least $1,000 (One Thousand Dollars) and a life expectancy of at least one (1) year. This inventory shall be made available to the County at any time, upon request, during the term of this Agreement and shall contain a description, serial number and quantity of each property item, verification of the existence and continued use of the property and, if applicable, the continued need for such property. The Agency assumes sole responsibility for insuring, and assumes all risk of damage or loss to, all property in the Agency's care, custody or control purchased or acquired with CDBG-DR Program Funds.

2.3 The Agency will immediately report lost or stolen property to the County. The Agency will also report stolen property to the local law enforcement agency and submit a copy of the associated police report to the County. Upon receipt or return of the property, the Agency will submit a report to the County listing the item received or returned as well as a description, serial number and quantity.

2.4 Upon termination of this Agreement, the County shall assume custody of all property purchased or acquired with CDBG-DR Program Funds, pursuant to the requirements of 2 CFR § 200.310 to 2 CFR § 200.316 (**"Property Standards"**). At the County's discretion, the County may allow the Agency to retain property purchased with CDBG-DR Program Funds if such property is needed to continue performing Work for low-income persons such as those provided for under this Agreement. The Agency shall obtain written permission from the Manager to continue using the property purchased with CDBG-DR Funds beyond the termination of this Agreement.

ARTICLE XIII – INDEMNIFICATION, SAFETY, AND INSURANCE REQUIREMENTS

Section 1. Indemnification. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, as Grantee, the County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or the Agency's sub-consultants or providers (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County. In the event the Agency is a State department or division, or a political subdivision of the State of Florida, indemnification shall follow the provisions of Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 2. Protection of Persons and Property. While working or performing Work at County facilities, the Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement.

2.1 The Agency shall take all reasonable precautions for the safety and protection of:

(a) All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby;

(b) All property, materials, and equipment on the premises under the care, custody or control of the Agency; and

(c) Other property at or surrounding the premises including trees, shrubs, lawns, walks, pavement, and roadways.

2.2 The Agency agrees that the County does not guarantee the security of any equipment or personal property brought by the Agency, the Agency's agents or employees, onto the County property and that the County shall in no way be liable for damage, destruction, theft of loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.

2.3 The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, the following:

(a) Occupational Safety & Health Act (OSHA)

(b) National Institute for Occupational Safety & Health (NIOSH)

(c) National Fire Protection Association (NFPA)

The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

http://www.ocfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

2.4 In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury or loss.

Section 3. Insurance

3.1 The Agency agrees to maintain, on a primary basis and at the Agency's sole expense, at all times throughout the duration of this Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review

and acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Agency under this Agreement. The Agency is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including, but not limited to, Chapters 324 and 440, Florida Statutes, as may be amended from time to time.

3.2 The Agency shall require and ensure that each of the Agency's contractors and sub-vendors/sub-contractors, consultants providing Work hereunder (if any) procures and maintains, until the completion of their respective Work, insurance of the types and to the limits necessary to protect the Agency and the County against any loss or claim resulting from the activities contemplated under this Agreement.

3.3 Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A-Class VIII or better. (Note: State licenses can be checked via *www.floir.com/companysearch* and A.M. Best's Ratings are available at *www.ambest.com*.)

3.4 **Required Coverage:**

(a) **Commercial General Liability** – The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with a limit liability of not less than $1,000,000 (One Million Dollars), per occurrence. The Agency further agrees that coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this Agreement or shall be at least twice the required occurrence limit.

Required Endorsements:

Additional Insured – CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Waiver of Transfer of Rights of Recovery – CG 24 04 or its equivalent.

(b) **Sexual abuse and molestation coverage** with limits of not less than $100,000 (One-Hundred Thousand Dollars) per occurrence shall also be included for any Agency or provider that provides services directly to minors. In the event the Agency is a political subdivision of the State of Florida, permission is hereby granted for the Agency to self-insure its liabilities to the limits specified by law including, but not limited to, Section 768.28, Florida Statutes.

(c) **Workers' Compensation** – The Agency shall maintain coverage for its employees in accordance with statutory workers' compensation limits and no less than $100,000 (One-Hundred Thousand Dollars) per each incident of bodily injury or disease for Employers' Liability. Elective exemptions, as defined in Chapter 44, Florida Statutes, will be considered on a case-by-case basis. Any Agency using an employee leasing company will complete the Leased Employee Affidavit, a copy of which is attached hereto and incorporated by this reference as **Exhibit H**.

Required Endorsements:

Waiver of Right to Recovery from Others – WC 00 03 13 or its equivalent

(d) **Fidelity & Employee Dishonesty** – The Agency shall maintain fidelity/employee dishonesty coverage with a limit of not less than the CDBG-DR Funds awarded for the Project.

(e) **All-Risk Property Coverage** – The Agency shall provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to other property owned by the Agency.

(f) **Flood Insurance** – The Agency agrees that if any portion of the Project is located in a special flood hazard area as identified by the Federal Emergency Management Agency, flood insurance will be

purchased either through the National Flood Insurance Program or other commercially available insurance to cover all assets acquired or improved with Federal funds.

3.5 By entering into this Agreement, the Agency agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County, for the general liability policies as required herein. Sample documents have been attached to this Agreement as **Exhibits J, K,** and **L**, but the Agency shall provide the Agency's own original forms as provided by the Agency's insurer. When required by the insurer, or should a policy condition permit the Agency to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Agency agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights to Recovery Against Others endorsement.

3.6 Prior to the execution and commencement of any operations/services provided under this Agreement, the Agency shall provide the County with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance, the Agency shall also provide endorsements for each policy as specified above. Blanket endorsements will be accepted as long as the entire endorsement is submitted, and the policy number appears at the top of the first page. All specific policy endorsements shall be in the name of Orange County, Florida.

3.7 For continuing service contracts, renewal certificates shall be submitted immediately upon request by either the County or the County's contracted certificates compliance management firm. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount, and classification as required for strict compliance with this insurance section.

3.8 The Agency shall notify the County, not less than thirty (30) business days (ten (10) business days for non-payment of premium) of any cancellation or non-renewal of insurance coverage. The Agency shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the County or its certificates management representative five (5) business days prior to the effective date of the replacement policies.

The certificate holder shall read:

Orange County, Florida
c/o Housing and Community Development Division
525 E. South Street
Orlando, Florida 32801

3.9 **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes) and is self-insured:

(a) Paragraphs 3.1 – 3.8 of this Article are not applicable to the Subrecipient. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.

(b) Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of $200,000 per person and $300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in Paragraph 3.8 of this Article.

Section 4. Vulnerable Persons

4.1 If the Work to be provided in the *Scope of Work* attached to this Agreement as **"Exhibit C"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of

that Work, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

4.2 This screening shall:

(a) Be completed at no cost to the County;

(b) Be completed prior to the employee/volunteer beginning work pursuant to this Agreement;

(c) Be repeated at five (5) year intervals for the duration of this Agreement and any amendment hereto;

(d) Consist of an employment history check; and

(e) Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agencies.

4.3 If applicable, the Agency shall provide the Manager of the County's Housing and Community Development Division, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing Work are acceptable to use in the Agency's provision of Work to, or engagement with, such vulnerable persons.

4.4 The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this Agreement.

4.5 Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this Agreement, nor shall it place any liability on the County regarding the determination as to the eligibility or acceptability of any of the Agency's employees to provide Work or to engage with any vulnerable person.

Section 5. Independent Contractor. It is understood and agreed that nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all Work performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

Section 6. Environmental Indemnification. The Agency shall defend, indemnify and hold harmless the County (and the County's officials, agents, and employees) from any claim arising from, or in any way related to, the environmental condition of the property to be used for the Project, including, but not limited to, the cost of investigating, defending, and/or negotiating to a satisfactory conclusion claims made by environmental regulatory agencies, as well as all cleanup and property maintenance requirements imposed by any agency with lawful jurisdiction over the Project and associated property. This indemnification shall run from the time of initial discovery of any such adverse environmental condition and is not to be construed to commence only upon realization by the County of an actual pecuniary loss as a result of such adverse environmental condition. The existence of this indemnification shall not be construed as an indicia of ownership, management, or control of the Project by the County, and the County hereby recognizes and acknowledges that the County is not an owner or manager of the Project and does not exert any control thereupon. Notwithstanding anything herein to the contrary, this indemnification provision shall survive the termination of this Agreement.

Section 7.Bonds: The Agency will comply with bonding requirements set forth in Section 255.05, Florida Statutes and 2 CFR § 200.326 with regard to the project funded under this Agreement.

ARTICLE XIV - NOTICES

All notices permitted or required shall be deemed validly given if sent by hand-delivery or mailed, return receipt requested, or by carrier or by overnight delivery addressed as follows:

As to County: Orange County Housing and Community Development Division
Attention: Manager
525 East South Street, Orlando, FL 32801

With Copy to: Orange County Administration
Attention: Infrastructure, Community, and Development Services
Administration Building, 5th Floor
201 S. Rosalind Avenue, Orlando, FL 32801

As to Agency: Rusty Johnson, City Mayor
City of Ocoee
1 N Bluford Ave,.
Ocoee, FL 34761

ARTICLE XV - GENERAL TERMS AND CONDITIONS

Section 1. Religious and Political Activities. The Agency is prohibited from using Funds provided for herein or personnel employed in the administration of the CDBG-DR Program for sectarian or religious activities, lobbying, or political patronage activities. The Agency further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (**"Hatch Act"**), 24 CFR § 570.207(a)(3).

Section 2. Anti-Lobbying Provision. The Agency agrees that no federally appropriated funds will be used by the Agency, or on behalf of the Agency, to any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an officer or employee of the United States Congress, or any employee of a member of the United States 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. The Agency shall comply with the requirements set forth in 31 USC § 1352 and implementing regulations at 24 CFR Part 87. The Agency shall execute and comply with the *Certification Regarding Lobbying* attached as **"Exhibit I."** A copy of this form shall be kept in the files of both parties to this Agreement. In the event that the Agency has already paid or will pay any person for influencing, or attempting to influence an officer or employee of any agency, a member of the United States Congress, an employee or officer of the United States Congress, or an employee of a member of the United States Congress in connection with this federal grant, the Agency shall confirm that payment was not or shall not be paid with any federally appropriated funds and shall complete and submit a Standard Form LLL (**"Disclosure Form to Report Lobbying"**) in accordance with its instructions.

Section 3. Non-Discrimination. The Agency shall not, on the grounds of race, color, religion, national origin or sex, exclude any person from participation in, or deny any persons the benefits of, or subject any person to discrimination, with respect to any part of the operation of the Project or performance of Work related thereto. The Agency shall comply with 42 USC § 5301, et seq.; 42 USC § 6101; 29 USC § 794; 24 CFR §570.602; and 24 CFR Part 6. The Agency shall comply with Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.) and implementing regulations in 24 CFR Part 1. The Agency shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 USC § 6101, et. seq.) and the implementing regulations contained in 24 CFR Part 146, or on the basis of disability as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Any contracts entered into by the Agency shall include a

provision for compliance with these regulations. The Agency shall keep records and documentation demonstrating compliance with these regulations.

Section 4. Resident Aliens. The Agency agrees to comply with the requirements set forth in 24 CFR § 570.613 regarding eligibility restrictions for certain resident aliens.

Section 5. Debarment and Suspension. The Agency acknowledges and understands that the regulations at 2 CFR Part 180 (**"OMB Guidelines to Agencies on Governmentwide Debarment And Suspension"**) specifically prohibit the County from entering into a **"Covered Transaction,"** as defined in 2 CFR § 180.200, with a party listed on the System for Award Management (**"SAM"**) Exclusions list.

5.1 By executing this Agreement, the Agency hereby certifies that:

(a) It does not appear on the SAM Exclusions list;

(b) It shall maintain an active registration with SAM for the entire Term of this Agreement; and

(c) It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.

5.2 The Agency shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

5.3 The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Agency: (a) be found to have misrepresented its SAM system status in any manner; or (b) fail to notify the County of any change in its status under the SAM system.

5.4 By executing this Agreement, the Agency certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**). This certification is a material representation of fact relied upon by the County. If it is later determined that the Agency fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Section 6. Conflict of Interest. In the procurement of supplies, equipment and services, the Agency shall comply with the conflict statement rules in 2 CFR Part 200. The Agency shall comply with the conflict-of-interest provisions contained in 24 CFR § 570.611 for those cases not governed by 2 CFR Part 200. This rule states that no officer or employee of the County or its designees or agents or consultants, no member of the Board, and no other public official who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG-DR Funds or who is in the position to participate in decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG-DR-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. The Agency shall also keep records supporting its requests for waivers of conflicts.

Section 7. Gifts. The Agency has an obligation to avoid or monitor gifts to the Agency that may create a potential conflict of interest or may create an appearance of a conflict.

Section 8. Unlawful Compensation. The Agency shall comply with all requirements regarding procurement issues as set forth in Chapter 287, Florida Statutes. Failure to comply with such requirements may result in immediate termination of this Agreement and any other remedies available by law.

Section 9. Scrutinized Companies

9.1 By executing this Agreement, the Agency certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

9.2 Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not: (a) on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria.

9.3 The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to: (a) have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or (b) have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

9.4 If this Agreement is terminated by the County as provided in subparagraph 9.3(a) above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in subparagraph 9.3(b) above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination. Unless explicitly stated in this Section, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

Section 10. Prohibition of Use of Excessive Force. The Agency accepts and acknowledges the County's "Certification Regarding Policy Prohibiting Use of Excessive Force" attached hereto and incorporated by this reference as "**Exhibit N**."

Section 11. Environmental Review Requirements. The Agency shall provide information to the County regarding environmental assessments and remediation. The Agency shall submit to the County any changes to the original proposed scope of work, or any changes in the cost of the work, so that the County may evaluate this new information and conduct any further environmental review. This information shall be submitted to the County for approval at least thirty (30) days prior to the commencement of construction. The Agency agrees to assist the County in addressing any environmental issues that may arise during the County's review process.
No construction activities shall begin on the Project until an environmental review has been completed and approved by HUD, the Authorization to Use Grant Funds has been obtained and a formal Notice to Proceed (NTP) has been issued. Once an NTP is issued and construction commences, the County must be notified of any revisions to the scope of work, as such changes may require an additional environmental review (ER). If an additional ER is necessary, the County will issue a stop work order until the ER for the revised scope of work is approved by HUD.

Engineering and design services may commence prior to the approval of the environmental review. To avoid the disqualification of a project, no choice-limiting actions may be performed prior to the Agency having obtained environmental clearance for the project. The Agency is prohibited from undertaking or committing any funds on choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, construction, or leasing or disposition prior to the executed Authority to Use Grant Funds (HUD 7015.16) form or equivalent letter having been received. Additionally, entering a contract that obligates the Agency to any of the above activities constitutes a choice-limiting action and puts the fundability of the project at risk. Prior to issuance of a Notice to Proceed, the Agency shall complete all items required on "**Exhibit R"** Conditional Grant Requirements.

Section 12. Intentionally omitted.

Section 13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

13.1 The Agency is prohibited from obligating or expending any portion of the Subaward funds to procure or obtain, extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

13.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Telecommunications or video surveillance services provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 14. Public Entity Crimes

14.1 By executing this Agreement, the Agency hereby certifies that neither the Agency, nor one or more of Agency's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Agency, nor any affiliate of the Agency, has been charged with and convicted of public entity crime subsequent to July 1, 1989. The Agency additionally certifies that the Agency has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list. For the purposes of this provision, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes.

Section 15. Employment Eligibility.

15.1 By executing this Agreement, the Agency hereby certifies that, pursuant to Section 448.095, Florida Statutes, the Agency is registered with and will use the E-Verify system to verify authorization status of all newly hired employees.

15.2 Additionally, should the Agency enter into a subcontract utilizing any portion of the Subaward funds provided pursuant to this Agreement, the Agency shall require that such subcontractor provide the Agency with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Agency shall maintain a copy of such subcontractor's affidavit in compliance with the records retention terms of this Agreement.

15.3 The Subcontract hereby acknowledges that if the County has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, then the County is obligated to terminate this Agreement with the Agency pursuant to Section 448.095(5)(c)1., Florida Statutes.

15.4 If the County terminates this Agreement for the foregoing reason, the Agency will not be awarded a public contract for at least one (1) year after the date on which this Agreement was terminated, and the Agency will be liable for any additional costs incurred by the County as a result of the termination of this Agreement.

Section 16. Mandatory Disclosure

In accordance with 2 CFR § 200.113, the Agency will promptly disclose whenever, in connection with the Federal Award or this Subaward, the Agency has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). This disclosure must be made in writing to HUD, HUD's Office of the Inspector General, and the County. The Agency will also report matters related to recipient integrity and performance in accordance with 2 CFR Part 200, Appendix II. Failure to make required disclosures can result in the "**Remedies for Noncompliance**" described in 2 CFR § 200.339 including, but not limited to, withholding payments, disallowing costs, suspension or debarment, and suspension or termination of this Agreement.

Section 17. Whistleblower Protections

17.1. In accordance with 2 CFR § 200.217, the Agency may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

17.2. The Agency shall inform the Agency's employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

ARTICLE XVI - MISCELLANEOUS

Section 1. Attorneys' Fees and Costs. Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

Section 2. Conflicts. The Agency shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

Section 3. Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

Section 4. Counterparts and Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of signature pages to the other parties at electronic mail addresses as designated by the parties, and delivery shall be effective and complete upon completion of such transmission; manually signed copies of signature pages shall nonetheless be delivered promptly after any such electronic delivery.

Section 5. Governing Law. This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.

Section 6. Headings. The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents, are for convenience of reference only and are not intended to define or limit

their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 7. Jury Waiver. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

Section 8. Remedies. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 9. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

Section 10. Signatory. Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

Section 11. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

Section 12. Use of County and Agency Logos. The Agency may not use of any the County's emblems, logos, or identifiers without written permission from the County. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.

Section 13. Venue. Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

Section 14. Waiver. No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Section 15. Written Modification

16.1 No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

16.2 Amendments to this Agreement that do not require approval by the Board of County Commissioners (BCC), such as budget line-item transfers, personnel changes, and removal of special conditions, must be submitted to the Program Administrator no later than ten (10) days prior to the Project's Completion Date set forth in **Article III**. Amendments that require approval by the BCC must be submitted to the Program Administrator no later than sixty (60) days prior to the Project's Completion Date. All

amendment requests must be submitted in writing on the Agency's letterhead and include an explanation as to why an amendment is being requested.

Section 16. Entire Agreement. This written agreement and its exhibits constitute the entire agreement between the parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein. Any changes to this Agreement shall be made in writing and approved by both parties.

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ORANGE COUNTY SIGNATURE PAGE

"Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. §§ 3729–3733.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

ORANGE COUNTY, FLORIDA
BY: Orange County Board of County Commissioners

BY: _____
Jerry L. Demings
Orange County Mayor

Date:_____

ATTEST:
Phil Diamond, CPA, Orange County Comptroller
As Clerk of the Board of County Commissioners

BY: _____
Deputy Clerk

Date: _____

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[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

SUBRECIPIENT SIGNATURE PAGE

BY: CITY OF OCOEE

Signature	**Signature**
Printed Name	**Printed Name**
Official Capacity	**Official Capacity**
Date	**Date**

NOTARY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20___, by _____, in their official capacity as _____ for the Agency.

☐ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

NOTARY:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or ☐ online notarization, this _____ day of _____, 20___, by _____, in their official capacity as the Board Chair or Authorized Representative for the Agency.

☐ Personally Known; OR
☐ Produced Identification.
Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

EXHIBIT A
APPLICABLE FEDERAL LAWS

The parties shall comply with the following laws and regulations in the performance of this Agreement:

1. Employment Opportunities for Businesses and Lower-Income People (24 CFR Part 75) ensuring that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. See: **"Exhibit O,"** for the Section 3 Clause of this Agreement.

2. Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063.

3. Flood Disaster Protection Act of 1973 (Pt. 93-2234) for compliance in regard to the sale, lease, or other transfer of land acquired, cleared or improved under the terms of this Agreement.

4. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to the activities performed under this Agreement. These regulations require notification to all owners, prospective owners; tenants of properties constructed prior to 1978 of hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

5. Equal participation of faith-based organizations. The HUD program requirements in 24 CFR § 5.109 apply to the activities performed under this program, including the requirements regarding disposition and change in use of real property by a faith-based organization.

6. Debarred, suspended or ineligible contractors, 2 CFR part 200.213 and 2 CFR part 200 Appendix II.

7. Clean Air Act, as amended (42 USC §§ 7401--7671q.)

8. Water Pollution Control Act, as amended, 33 USC 1251, and et. seq., as amended 1318 relating to the inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.

9. HUD Environmental Procedures (24 CFR, Part 58), Environmental Protection Agency Regulations pursuant to 40 CFR, Part 50, as amended and National Environmental Policy Act of 1969.

10. Labor Standards (29 CFR Parts 5 subpart A) pertaining to contracts and applicable requirements of the regulations of the Department of Labor.

11. Drug Free Workplace Act of 1988.

12. Public Law 101-144, Section 519: The 1990 HUD Appropriation Act

13. National Historic Preservation Act of 1966, as amended (Public Law 102-575).

14. Minority and Women Business Opportunities to afford minority and women-owned businesses the opportunity to participate in the performance of this Agreement. See 2 CFR § 200.321.

15. Fair Housing Act (42 U.S.C. § 3601, et. seq.) and implementing regulations at 24 CFR Part 100;; and their implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating said compliance.

16. Compliance with Davis-Bacon Act. The Agency shall comply, and shall require its contractors and sub-contractors to comply, with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department of Labor regulation 29 CFR Parts 1 and 5. And 2 CFR § 200, Appendix II (D) (https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200 Any construction contracts entered into by the Agency shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. The Agency shall maintain documentation and records that demonstrate compliance with these regulations, including contract provisions and payroll records. Such documentation shall be provided to the County upon demand for the same.

17. Copeland "Anti-Kickback" Act. The Agency and its contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

18. Contract Work Hours and Safety Standards Act. The Agency agrees, for construction contracts in excess of $100,000 to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by the Agency shall include a provision for compliance with these regulations. The Agency shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be provided to the County upon request for the same.

19. Handicapped Accessibility Requirements. The Agency shall design and construct the Project so that it is accessible to and usable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157); the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614; and the Americans with Disabilities Act of 1990 (42 U.S.C. §12131, et seq.). The Agency shall keep records demonstrating compliance with these regulations.

20. Rights to Inventions Made Under this Agreement. If the Federal Award and/or this Agreement meet the definition of "funding agreement" under 37 CFR §401.2(a), and the Agency is a small business firm or nonprofit organization, then the County shall comply with the requirements of 37 CFR §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 Federal Agency.

21. Displacement, Relocation, Acquisition and Replacement of Housing. The Agency shall comply with 24 CFR § 570.606 and provide relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversions for a CDBG-DR-assisted project. The Agency shall keep all records demonstrating compliance with these requirements including, but not limited to, those records required in 24 CFR § 570.606.

22. The National Environmental Policy Act of 1969 (NEPA). Additionally, 24 CFR 58.22 prohibits committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project has Federal funding, in full or in part. This prohibition on "choice-limiting actions" prohibits physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions, prior to completion of the environmental review. Awarded activities must have completed an environmental review to demonstrate compliance with NEPA, as well as 24 CFR 58.

23. **The relevant provisions of 2 CFR Part 200 may be found at the following link: https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II. These provisions apply, except as set forth in 24 CFR § 570.502. Such relevant provisions include, but are not limited to:**

    - 2 CFR § 200.328 ("Financial reporting")
    - 2 CFR § 200.329 ("Monitoring and reporting program performance")

EXHIBIT A
APPLICABLE FEDERAL LAWS

- 2 CFR § 200.332 (“Requirements for pass through entities”)
- 2 CFR § 200.334 (“Retention requirements for records”)
- 2 CFR § 200.337 (“Access to records”)
- 2 CFR § 200.338 (“Restrictions on public access to records”)
- 2 CFR § 200.339 (“Remedies for noncompliance”)
- 2 CFR § 200.340 (“Termination”)
- 2 CFR § 200.341 (“Notification of termination requirement”)
- 2 CFR § 200.342 (“Opportunities to object, hearings and appeals”)
- 2 CFR § 200.343 (“Effects of suspension and termination”)
- 2 CFR § 200.345 (“Post-closeout adjustments and continuing responsibilities”)
- 2 CFR § 200.346 (“Collection of amounts due”)

EXHIBIT B
PROJECT BUDGET

CITY OF OCOEE
ROPER PKWY AND CAPITOL COURT DRAINAGE IMPROVEMENT PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

Direct Costs	**Total Cost**
General construction activities associated with drainage improvements to improve the flood resiliency of the communities located in the western portion of the Lake Lotta Basin	
Construction Services	$463,449.58
Contingency	$23,177.42
TOTAL BUDGET	**$486,627.00**

FUNDING ELIGIBLE ACTIVITIES: As further described in the *Scope of Work* found in **"Exhibit C".**

EXHIBIT C
SCOPE OF WORK

CITY OF OCOEE
ROPER PKWY AND CAPITOL COURT DRAINAGE IMPROVEMENT PROJECT
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)

The proposed Project consists of drainage improvements to improve the flood resiliency of the communities located in the western portion of the Lake Lotta Basin. The upgraded culverts will provide a larger drainageway for stormwaters to be safely conveyed through the basin. This will mitigate the flood risk by removing two bottle necks in the storm sewer system that causes upstream staging of stormwaters.

Costs include general conditions, design, permitting, CEI services, construction activities related to drainage and stormwater improvements and related ancillary equipment and contingency.

The proposed Project is to take place in the West Orange Industrial Park Unit 2 subdivision in the Lake Lotta Basin within Section 19, Township 22 south, Range 28 east of the City of Ocoee, FL 34761.

The two drainage improvement sites are located at: L F Roper Parkway (28.561194, -81.556639) and Capitol Court (28.560308, -81.553676) where the natural stream crosses the public right-or-way beneath the roadway via undersized culverts installed in 1973

Projected Output/Outcomes:

Output: Full completion of all of the above-referenced activities by the Project Completion Date (see **Article III, Section 2** of the Agreement).

Outcome: The upgraded culverts will provide a larger drainageway for stormwaters to be safely conveyed through the basin. This will mitigate the flood risk by removing two bottle necks in the storm sewer system that causes upstream staging of stormwaters

PROGRAM/PROJECT ACTIVITY OVERVIEW

Project Name: Roper Pkwy and Capitol Court Drainage Improvement Project

Municipality/Dept/Division: City of Ocoee, Public Works Department

CDBG-DR Program Eligible activity: Infrastructure – Mitigation

National Objective: LMI Area

The number of individuals benefitting as a result of this project:
- Total beneficiaries: 1470
- Total low/mod beneficiaries: 1110
- Low/mod percentage: 75.5%

CDBG-DR storm tie-back and/or mitigation resilience measures:

Storm tie-back

- N/A. Mitigation Only Project
- The project addresses current or future risks identified in the Orange County's mitigation plan

Mitigation Resilience Measures

- Drainage Improvements to improve flood resiliency
- Increased culver size at project sites will help convey water away from properties to reduce flood risk and flood damages to the underserved and low-income communities west of the 429

EXHIBIT D
INVOICE

INVOICE NUMBER _____ MONTH _____

Name of Agency: _____

Grant Name/Project: _____

Bill to:

Orange County
Manager, Housing and Community Development
525 E. South Street
Orlando, FL 32801

DESCRIPTION	**AMOUNT BILLED**
TOTAL	

By signing this report, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Signature of Preparer: _____ Date: _____

Title: _____

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT E
INCOME GUIDELINES

Gross Income
2025 CDBG-DR Income Limits

Persons in Household	Maximum Income Extremely Low 30%	Maximum Income Very Low 50%	Maximum Income Low 80%
1	$22,150	$36,900	$59,050
2	$25,300	$42,150	$67,450
3	$28,450	$47,450	$75,900
4	$31,600	$52,700	$84,300
5	$34,150	$56,950	$91,050
6	$36,700	$61,150	$97,800
7	$39,200	$65,350	$104,550
8	$41,750	$69,550	$111,300

DEFINITIONS:

LOW INCOME: Households whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

VERY LOW: Households whose incomes do not exceed 50% of the median income of the area, as determined by HUD with adjustments for smaller and larger families.

EXTREMELY LOW: Households whose incomes do not exceed 30% of the median family income of the area, as determined by HUD with adjustments for smaller and larger families.

NOTE: The CDBG-DR Income Limits are provided by HUD annually and are subject to change. Data effective as of June 1, 2025.

EXHIBIT F
CDBG-DR PROGRAMMATIC REPORTING

Department/Division: City of Ocoee, Public Works Department	**Report Period:**
Project Name: Roper Pkwy and Capitol Court Drainage Improvement Project	
Contact Person Name/Number: Hseth Burch, 407-905-3170	

Projected Accomplishments (SECTION 1)

	Performance Measure	Projected	Actual
1	# acres of newly added or improved green space		
2	# acres of wetlands created		
3	# cubic feet of stormwater storage added		
4	% decrease in affluent discharged		
5	% decrease in area inundated by flooding		
6	% decrease in disruption hours to residents and businesses from impacts of storm events		
7	% decrease in NFIP CRS score		
8	% decrease in road closures in target area during a flood event		
9	% decrease water surface elevation level during a flood with a qualifying event		
10	$ estimated flood loss avoidance		
11	$ Funds allocated for water management/flood mitigation improvements		
12	$ Funds allocated for water-quality improvements		
13	% increase in acres of cropland protected from flooding		
14	% increase in groundwater infiltration		
15	% increase in number of acres converted to open space		
16	% increase in pumping capacity		
17	# linear feet of streams restored		
18	# occupied structures in floodplain		
19	# of acres green infrastructure created		
20	# of acres green space created		
21	# of acres green space preserved		
22	# of acres no longer vulnerable to flood events		
23	# of acres of native vegetation planted		

24	# of acres with improved multiple hazard risk mapping		
25	# of brownfield acres converted to wetland		
26	# of buildings (non-residential)		
27	# of containment systems constructed		
28	# of Elevated Structures		
29	# of fewer outages of critical facilities and utilities		
30	# of green infrastructure projects constructed		
31	# of greenspace users		
32	# of Linear feet of Public Improvement		
33	# of Linear Feet of Sewer Lines		
34	# of linear feet of shoreline restored		
35	# of linear feet of stream restored		
36	# of linear feet of trails constructed		
37	# of Linear Feet of Water Lines		
38	# of Linear miles of Public Improvement		
39	# of Non-business Organizations benefitting		
40	# of non-invasive species trees planted on project sites		
41	# of properties protected from future flooding		
42	# of properties with access above 100-yr flood level		
43	# of public facilities		
44	# of pump stations repaired/replaced		
45	# of reduced hours streets are flooded		
46	# of residents protected from future flooding		
47	# of Section 3 Labor Hours		
48	# of small water retention devices/systems installed		
49	# of storm water projects implemented		
50	# of Targeted Section 3 Labor Hours		
51	# of Total Labor Hours		
52	# of vacant lots repurposed		
53	# of water control structures repaired/replaced		
54	% reduction in emergency maintenance costs		
55	% reduction in energy costs		
56	% reduction in loss of service		
57	% reduction of sanitary sewer overflows		
58	% reduction of watershed nitrate loading		

59	% reduction of water surface elevation level		

Performance Measure	Projected	Actual
# of Public Facilities/Infrastructure (sq ft)		
# of Housing Units		
# of Multifamily Units		
# of Single-family Units		

Projected Beneficiaries (SECTION 2)

Performance Measure	Projected Total	Low	Mod
# of structures harden against future flood events			

Performance Measure	Projected Total	Low	Mod
# of Beneficiaries			

**Note: should the measure not apply leave it blank. Projected number of houses/structures must be filled out. Some numbers might be the same. Projected # of persons can be taken from the Low/Mod Census Tract/Block of project area.

SECTION 3: (Attach a Narrative of Accomplishments for the year)

1. Provide Summary of accomplishments made with Orange County's CDBG-DR funds.
2. Describe mitigative and resiliency measures projected as a result of the improvements made with CDBG-DR funding. Include number of beneficiaries resulting from the improvements.

Certification: I certify that this information is true and accurately reflects the information contained in agency records.

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

EXHIBIT G
SUBAWARD ADVANCE TERMS

Please select one of the choices below.

☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement.

☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the therefore hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

A. 2 CFR 200.305(b) (**"Payment"**) permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.

B. As such, the following **"Subaward Advance Budget"** was prepared:

C. Based upon the foregoing, the County shall issue an advance of $_____ at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**

D. **Subaward Advance Reconciliation.**

- The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.

- Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include attestation language.

- If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

- The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **"Exhibit G"** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.

E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in the **"Payment"** section of this Agreement and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated in this Agreement.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.

2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.

3. The Subrecipient shall comply with 2 CFR § 200.305(b) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.

4. The Subrecipient has reviewed 2 CFR § 200.305(b) and maintains financial management systems that comply with the standards therein for fund control and accountability.

5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.

6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

EXHIBIT H
LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured subcontractors or casual labor exposure.

I hereby certify that 100 percent of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if I terminate the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____

EXHIBIT I
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federally 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 Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, and cooperative agreements) and that the Agency shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file this 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.

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SAMPLE

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT K
(if/when applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

SAMPLE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

WC 00 03 13
(Ed. 4-84)

● 1983 National Council on Compensation Insurance.

ABOVE IMAGE IS A SAMPLE ONLY

EXHIBIT L
(if/when applicable)

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

SAMPLE

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EXHIBIT M
CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by Orange County, Florida and the U.S. Department of Housing and Urban Development ("HUD") in awarding the grant funds. If it is later determined that the City of Ocoee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the County's Housing and Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The City of Ocoee will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

The undersigned hereby certifies that the City of Ocoee will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Ocoee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing an ongoing drug-free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City of Ocoee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee be engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the Loan, the employee will:

   1. Abide by the terms of the statement; and

   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notify the County's Housing and Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

CITY OF OCOEE
By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

EXHIBIT N
CERTIFICATION REGARDING POLICY
PROHIBITING USE OF EXCESSIVE FORCE

In accordance with section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act), Orange County, Florida, certifies that:

It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

NOTE: This certification does not require the City of Ocoee to adopt a policy regarding excessive force. It is included for informational purposes only.

EXHIBIT O
SECTION 3 CLAUSE (CDBG)

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701u) (**"Section 3"**) and its associated regulations (24 CFR Part 75) ("**Section 3 Regulations"**). The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. The Agency agrees to comply with Subpart C of the Section 3 Regulations (**"Additional Provisions for Housing and Community Development Financial Assistance"**), including but not in any way limited to those provisions found in § 75.19 regarding employment training and contracting, as well as those found in § 75.25 regarding reporting of labor hours and additional reporting if Section 3 benchmarks are not met.

C. As evidenced by the Agency's execution of this Agreement, the Agency hereby certifies that it is under no contractual or other impediments that would prevent it from complying with the Section 3 Regulations.

D. The Agency agrees to send to each labor organization or representative of workers with which the Agency has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Agency's commitments under this section of the Agreement and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

E. The Agency agrees to include this Section 3 clause in every subcontract subject to the Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor violates the Section 3 Regulations. The Agency will not subcontract with any subcontractor where the Agency has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

F. The Agency will certify that any vacant employment positions, including training positions, that are filled: (i) after a contractor is selected but before the Agreement is executed; and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Agency's obligations under Section 3 Regulations.

G. Compliance with the provisions of Section 3, the Section 3 Regulations, and any other applicable rules and orders issued by HUD thereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the Project that is binding upon the Agency and its successors and assigns. Noncompliance with the Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD-assisted contracts.

EXHIBIT P
SUBAWARD/SUBRECIPIENT FEDERAL AWARD AGREEMENTS CHECKLIST

CRITERIA	REQUIREMENT FOR PASS-THROUGH ENTITIES (CHECKLIST)		SUBRECIPIENT INFORMATION
2 CFR 200.332 (b)(1)(i)	Subrecipient name (which must match registered name in SAM.gov)		City of Ocoee
(b)(1)(ii)	Subrecipient's Unique Entity Identifier:		PW36JGN235S7
(b)(1)(iii)	Federal Award Identification Number (FAIN)		B-23-UN-12-0003
(b)(1)(iv)	Federal Award Date (see 2 CFR § 200.39 Federal award date) or award to the recipient by the Federal agency		May 18, 2023
(b)(1)(v)	Subaward Period of Performance Start and End Date		See Article IX, Section 2.2.
(b)(1)(vi)	Subaward Budget Period Start and End Date		See Article IX, Section 2.2.
(b)(1)(vii)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient		$486,627
(b)(1)(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation		Unknown
(b)(1)(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity		$486,627
(b)(1)(x)	Federal award project description, as required to be responsive to the federal Funding Accountability and Transparency Act (FFATA)		General construction activities associated with drainage improvements to improve the flood resiliency of the communities located in the western portion of the Lake Lotta Basin
(b)(1)(xi)	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity		U.S. Department of Housing and Urban Development; Pass-through entity: Orange County Contact: Mitchell Glasser, 407-836-5190
(b)(1)(xii)	Assistance Listings Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings number at time of disbursement		14.218 Community Development Block Grant $219,712,000
(b)(1)(xiii)	Identification of whether the award is R&D		No
(b)(1)(xiv)	Indirect cost rate for the Federal award (including if the de minimis rate is charged) per 2 CFR § 200.414		7.8344%
2 CFR 200.332 (b)(2)	All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.		Yes, see terms of the Agreement and Exhibit A.

(b)(3)	Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports		Yes, Exhibits B, C, D, E, F, G, H, I, M, O, Q
(b)(4)(i)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either: (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so; (B) The de minimis indirect cost rate.		
(b)(4)(ii)	The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).		
(b)(5)	A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part.		Yes, Article VII, Section 1 of Agreement, and Article VIII, Sections 3 and 4.
(b)(6)	Appropriate terms and conditions concerning closeout of the subaward.		Yes, Article X, Section 2 of Agreement.

OTHER SUBAWARD/SUBRECIPIENT FEDERAL AWARD REQUIREMENTS

(a)	**Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:**
(1)	The subrecipient's prior experience with the same or similar subawards (2 CFR 200.332(c)(1));
(2)	The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program (2 CFR 200.332(c)(2);
(3)	Whether the subrecipient has new personnel or new or substantially changed systems (2 CFR 200.332(c)(3)); and
(4)	The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency) (2 CFR 200.332(c)(4)).
(b)	**Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.208.**
(c)	**Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:**

(1)	Reviewing financial and performance reports required by the pass-through entity (2 CFR 200.332(e)(1)).
(2)	Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward (2 CFR 200.332(e)(2)).
(3)	Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 (2 CFR 200.332(e)(3)).
(4)	The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with 2 CFR § 200.513(a)(4). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward (2 CFR 200.332(e)(4)).
(d)	**Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in paragraph (a) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:**
(1)	Providing Subrecipients with training and technical assistance on program-related matters (2 CFR 200.332(f)(1)); and
(2)	Performing on-site reviews of the subrecipient's program operations (2 CFR 200.332(f)(2)); and
(3)	Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 (2 CFR 200.332(f)(3)).
(e)	**Verify that every subrecipient is audited as required by Subpart F—Audit Requirements—of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501.**
(f)	**Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.**
(g)	**Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.339 of this part and in program regulations.**
[April 2024 Update to 2 CFR Part 200]	

Name of Reviewer: _____

Signature: _____

Title: Manager (or designee)
Orange County Housing and Community Development Division

EXHIBIT Q
SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into by and between City of Ocoee (hereinafter referred to as "Agency") and Orange County (hereinafter referred to as “County”).

In consideration of the Agency's receipt of funds or the commitment by the County to evaluate the Agency's application for the receipt of funds (collectively, the "Agency Award") under the Community Development Block Grant – Disaster Recovery Program (the "CDBG-DR Program") administered by the County, the Agency hereby assigns to the County all of the Agency's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA”) or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs"), that was the basis of the calculation of the Agency Award paid or to be paid to the Agency under the CDBG-DR Program and that are determined at the sole discretion of the County to be a duplication of benefit ("DOB”), as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA, or the SBA, or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds."

The Agency agrees to notify the County within five (5) business days of any additional or new payments, loans, grants, or awards by HUD, FEMA, SBA, the State of Florida, or any other entity not specifically disclosed in this Agreement. Further, the Agency understands and acknowledges the County’s right and responsibility to enforce this requirement by recapturing all or a portion of the CDBG-DR Agency Award if the Proceeds received are determined to be DOB Proceeds within this CDBG-DR Program activity. The Agency will be required to pay back the received CDBG-DR Agency Award, which was found to be DOB Proceeds, within 30 days of receipt of the identified duplicative payment. The amount of DOB determined to be paid to the County shall not exceed the Agency Award amount received by the Agency from the CDBG-DR Program.

The Agency agrees to assist and cooperate with the County to pursue any of the claims the Agency has against insurers for reimbursement of DOB Proceeds under any such policies. The Agency's assistance and cooperation shall include, but not be limited to, allowing suit to be brought under the Agency's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the County. The Agency further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Agency would be entitled to under any applicable Disaster Program.

If requested by the County, the Agency agrees to execute e such further and additional documents and instruments as may be requested to further and better assign to the County, to the extent of the Agency Award paid to the Agency under the CDBG-DR Program, the policies, any amounts received under the CDBG-DR Program that are DOB Proceeds, and/or any right thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the County to consummate and make effective for the purposes of this Agreement.

The Agency explicitly allows the County to request of any company with which the Agency held insurance policies, FEMA, SBA, or any other entity from which the Agency has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by the County to monitor and enforce its interest in the rights assigned to it under this Agreement and give the Agency's consent to such company(ies) to release all information to the County.

If the Agency (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, the Agency agrees to promptly pay such amounts to the County, if Agency received an Agency Award under the CDBG-DR Program in an amount greater than the amount the Agency would have received if such DOB Proceeds had been considered in the calculation of the Agency's award.

In the event that the Agency receives or is scheduled to receive any subsequent Proceeds, the Agency shall notify the County in the manner above of such subsequent Proceeds. The County will determine the amount, if any, of the subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of the

determined Subsequent DOB Proceeds shall not be requested from the Agency to provide to the County. Subsequent DOB Proceeds shall be remitted to the County as follows:

1. If the Agency has received full payment of the Agency Award, any Subsequent DOB Proceeds shall be remitted to the County.
2. If the Agency has received no payment of the Agency Award, any determined Subsequent DOB Proceeds shall be used by the County to reduce payments and the agreed-upon amount of the Agency Award to the Agency, and all Subsequent DOB Proceeds shall be retained by the Agency for use on the CDBG-DR Program activity.
3. If the Agency has received a portion of the Agency Award, any Subsequent DOB Proceeds shall be used, retained, and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments or agreed-upon amount of the Agency Award, and Subsequent DOB Proceeds in such amount shall be retained by the Agency for use on the CDBG-DR Program activity; and (B) any remaining Subsequent DOB Proceeds shall be remitted to the County.
4. If the County makes the determination that the Agency does not qualify to participate in the CDBG-DR Program or the Agency determines not to participate in the CDBGDR Program, the Subsequent DOB Proceeds shall be returned to the Agency, less any portion of the Agency Award amount paid to the Agency and which needs to be remitted to the County, and this Agreement shall terminate.

Once the County has recovered an amount equal to the Agency Award paid to the Agency, the County will reassign to the Agency any right assigned to the County pursuant to this Agreement.

The Agency represents that all statements and representations made by the Agency regarding Proceeds received by the Agency shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Agency hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by the Agency.

In any proceeding to enforce this Agreement, the County shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF OCOEE

By:

Signature of Subrecipient Representative	Official Title
Printed Name	Date

EXHIBIT R
CONDITIONAL GRANT REQUIREMENTS

Completion and submission of all documents and activities are required prior to the issuance of a Notice to Proceed (NTP)

- **Completion of a required core curriculum technical assistance and OIG training as outlined below when they become available:**
  1. CDBG-DR Program Overview
  2. Financial Management
  3. Introduction to Procurement
  4. Duplication of Benefits
  5. Monitoring
  6. Recordkeeping
  7. Labor Standards
  8. Section 3
  9. Uniform Relocation Act (URA)
  10. Fraud, Waste & Abuse
- **Submission of updated policy & procedures, in compliance with 2 CFR 200 criteria, to include:**
  1. Financial Management
  2. Procurement
  3. Monitoring of Federal Funds
  4. Asset and Inventory Management (or demonstration of system capabilities)
- **Address any vacancies within key staff and positions.**
- **Submission of documentation demonstrating the resolution of any outstanding audit or monitoring findings (if applicable)**
- **Submission of documentation addressing discrepancies in reported audit history and confirming internal controls for ongoing audit and monitoring readiness**, (if applicable)
- **HUD Environmental Review**
- **Authorization for the Use of Grant Funding**

STAFF REPORT

Meeting Date: January 6, 2026
Item #: 10

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director:
City Manager: Craig Shadrix

Subject: First Reading of Ordinance 2277 Fullers Cross Rd - Barragan Property; Project No. AX-07-25-07. (Deputy Development Services Director Whitfield)

Background Summary: Owner/ Applicant: The property owner/applicant is Paul Pabla and is represented by Jim Hall.

Site Location: The property is in Commission District 1, located in the northwest corner of the Fullers Cross Road and North Lakewood Avenue intersection.

Property Size and Parcel Identification Number: The property contains approximately 5.09 acres and is assigned parcel ID # 06-22-28-0000-00-032.

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)	County A-1	Wooded vacant land	Interchange Village Character Area of SR 429 Overlay District

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	County A-1	Single family residential
South	Orange County	Low Density Residential	County A-1	Single family residential

East	City of Ocoee	High Density Residential	City PUD-HD	Stormwater facility and townhomes
West	Orange County	Low Density Residential	County A-1	Single family residential

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)	N/A (Site retains County A-1 until applicant seeks rezoning to City district)	None at this time	Standards will be determined at time of rezoning

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 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 Ocoee-Orange County Joint Planning Area (JPA) Agreement, and the proposed annexation is consistent with the Future Land Use Map within and terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: Annexation of the subject property is consistent with the City's goal to eliminate or reduce existing enclaves.

Access: The property is bordered by Fullers Cross Road on the south and North Lakewood Avenue on the east, and access will continue to be available via these roadways.

Utilities: City water and sewer treatment capacities are available at the respective treatment plans. Capacity is reserved during the building permit application following payment of water and sewer capital fees.

Currently, the nearest connection point for water service is the City's 12-inch water main adjacent to the south and east property line. The nearest connection point for sewer service is the City's cleanout located at the northeast corner of the property. If the single cleanout is insufficient, a gravity sewer will need to be extended from the City's manhole located in the same area. The developer shall bear the cost of all sewer extensions and any required up-sizing of lift stations and/or force mains due to any additional demand generated by the project. Furthermore, when the site plan is submitted, a completed Ocoee Utilities Design Checklist, which has been provided to the applicant/property owner, will be required.

Transportation: No issues are anticipated as the property is currently vacant, and this annexation does not include a proposed development program at this time.

Stormwater: N/A

Schools: N/A

Public Safety: Emergency services, including police and fire, are available to serve the property. The fire flow requirements will be determined at a later time once a fire safety inspection is completed.

An Annexation Feasibility & Public Facilities Analysis Report (attached) was completed for this property.

Issue:
Should the Honorable Mayor and City Commission approve an Annexation for the Barragan Property located at 2277 Fullers Cross Road, assigned parcel ID # 06-22-28-0000-00-032?

Recommendations:
Development Review Committee (DRC) Recommendation:
The DRC considered this annexation request at its December 2, 2025, meeting, and identifying no issues, made a unanimous recommendation of approval.

Planning and Zoning Commission (PZC):
The PZC considered this annexation request at its December 9, 2025, public hearing, and identifying no issues, made a unanimous recommendation of approval with no conditions of approval.

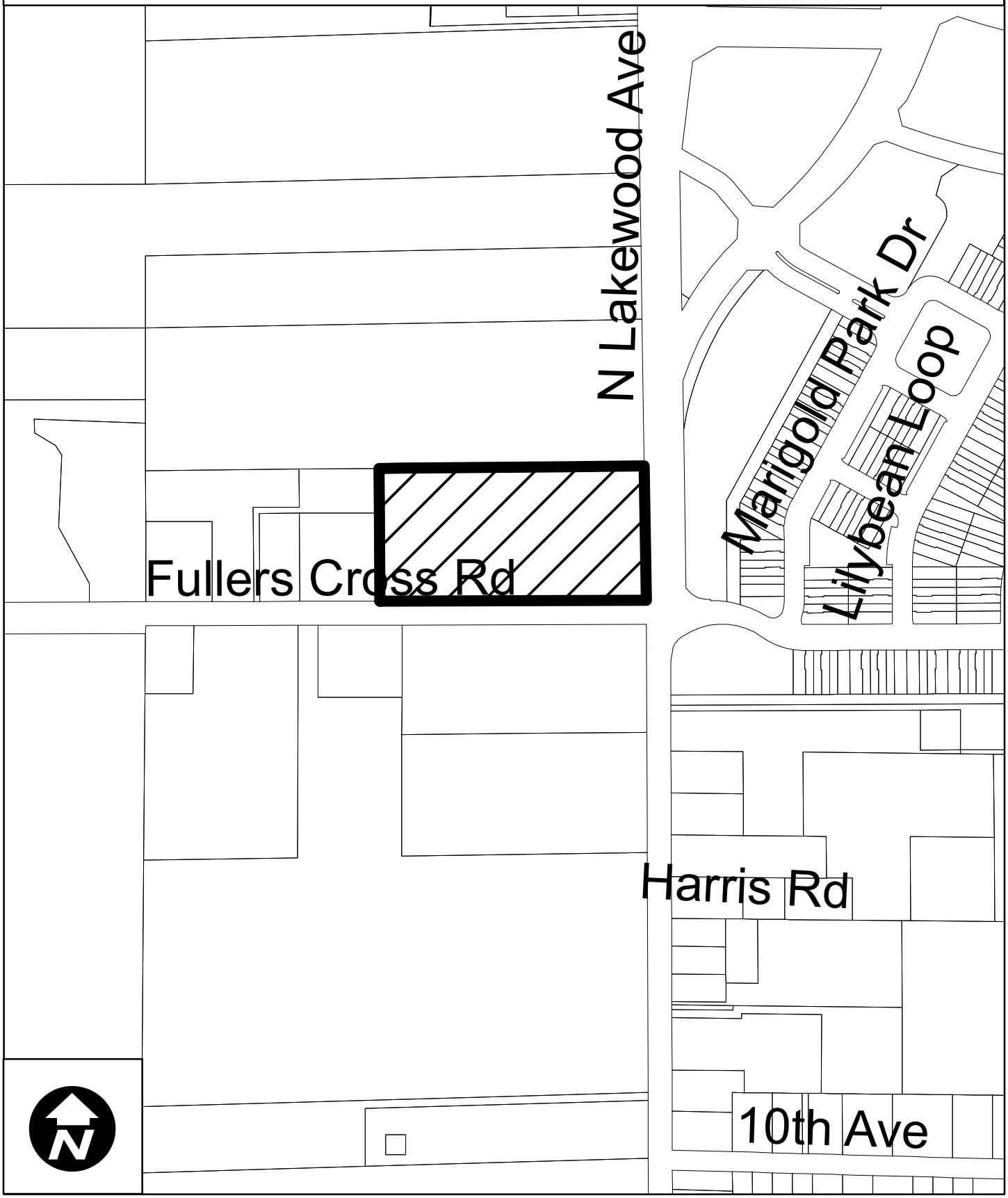
Staff Recommendation:
Staff recommends that the Honorable Mayor and City Commission approve the proposed annexation for the Barragan Property located at 2277 Fullers Cross Road, assigned parcel ID # 06-22-28-0000-00-032.

Attachments:
1. 2277 Fullers Cross Road Location Map
2. 2277 Fullers Cross Road Aerial Map
3. 2277 Fullers Cross Road FLU Map
4. 2277 Fullers Cross Road Zoning Map
5. Annexation Feasibility Report_2277 Fullers Cross Rd - Barragan Property Annexation
6. Annexation Ordinance - 2277 Fullers Cross Rd -Barragan Property

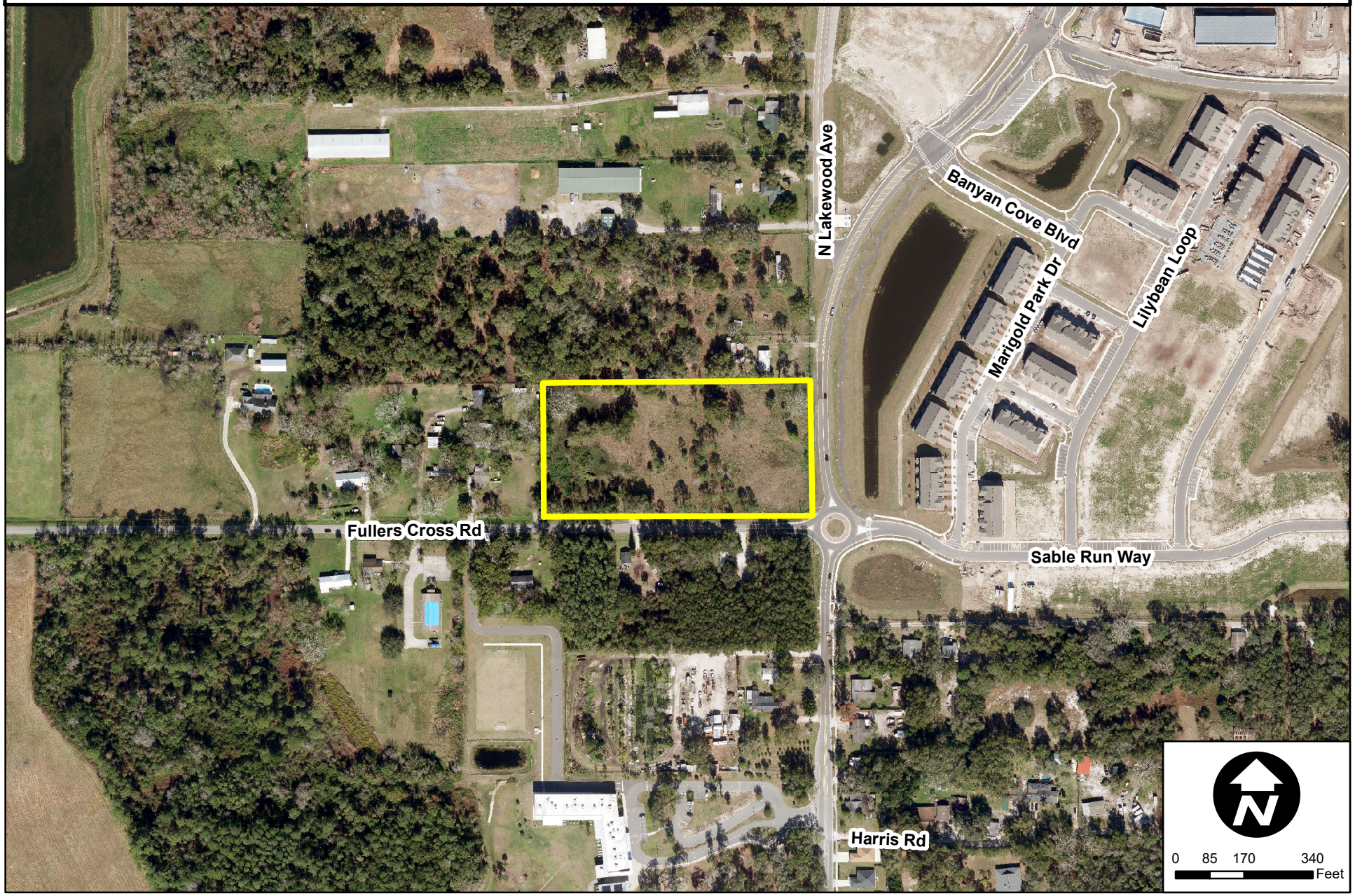
Financial Impacts:
N/A

Type of Item: First Reading

2277 Fullers Cross Road
Location Map



2277 Fullers Cross Road
Aerial Photography

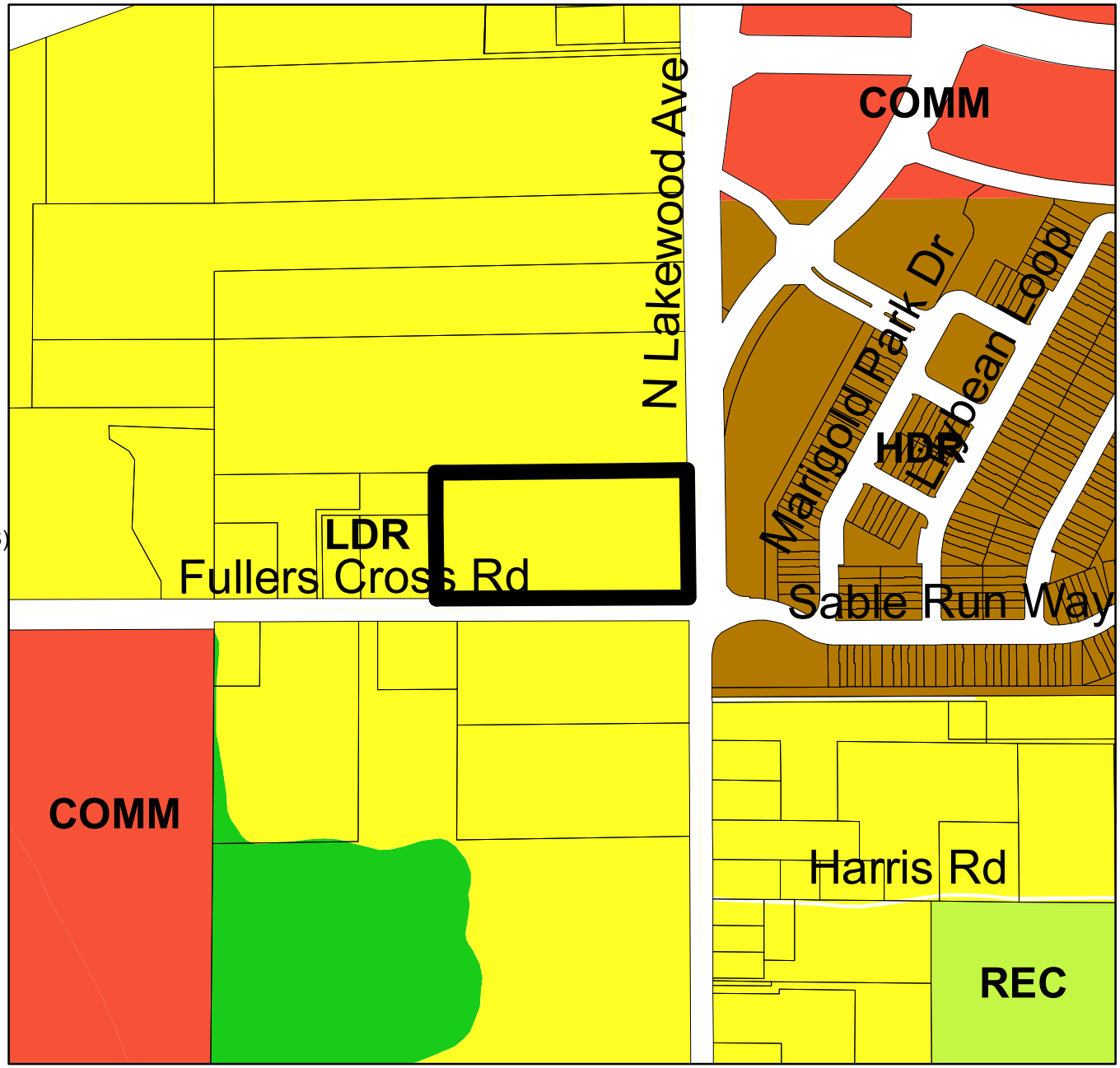


2277 Fullers Cross Road
Surrounding Future Land Use Map

Development Services
Department

0 100 200 400
Feet

Created: December 2025



Subject Property

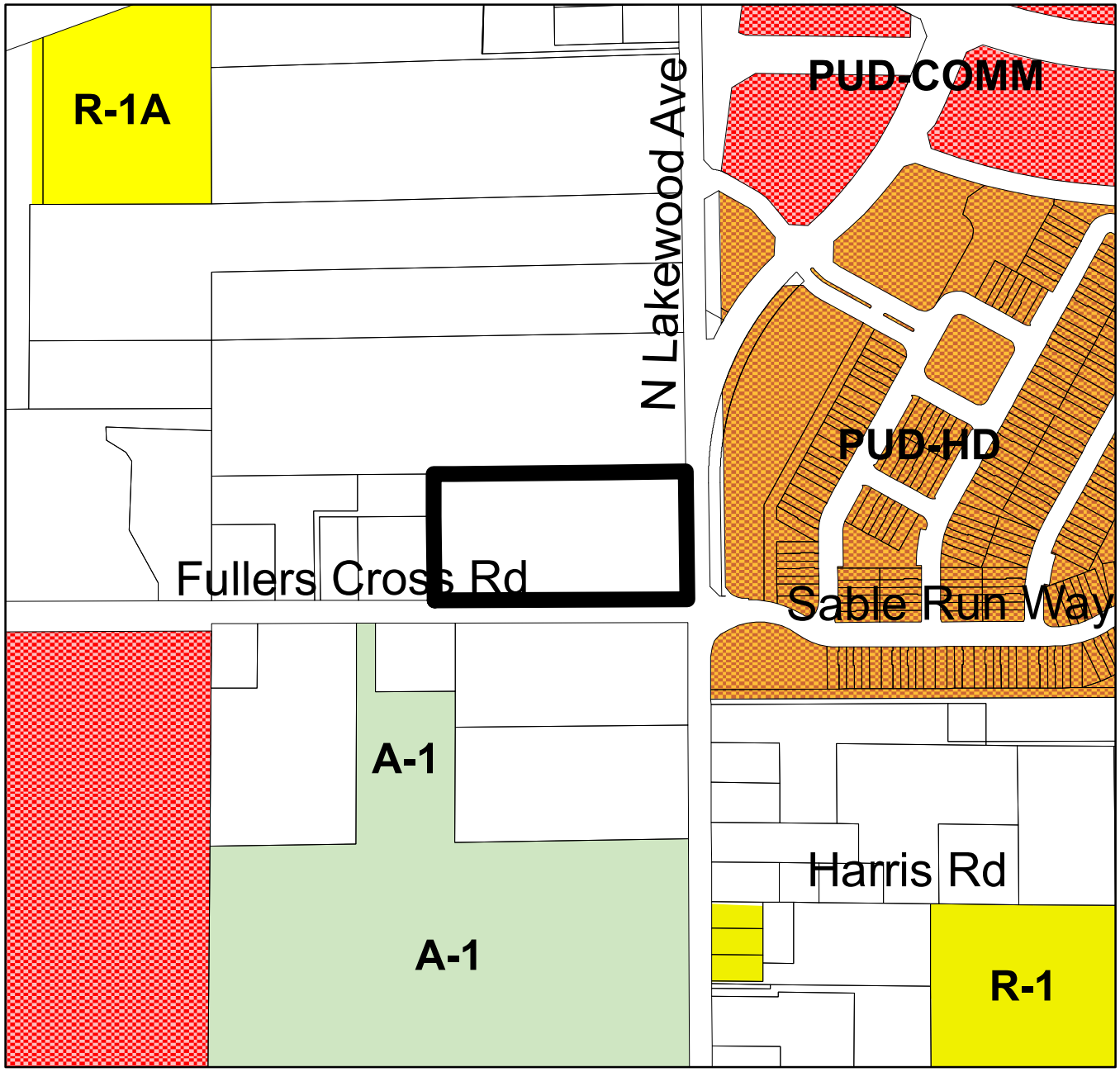
Future Land Use Classification:
- Low Density Residential (LDR)
- Medium Density Residential (MDR)
- High Density Residential (HDR)
- Professional Offices and Services (PS)
- Commercial (COMM)
- Light Industrial (LI)
- Heavy Industrial (HI)
- Conservation/Floodplains (CONS)
- Recreation and Open Space (REC)
- Public Facilities/Institutional (INST)

2277 Fullers Cross Road
Surrounding Zoning Map

Development Services Department

0 100 200 400 Feet

Created: December 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

CITY OF OCOEE
ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-07-25-07 (SAGE # 2025-0032)
APPLICANT NAME: Jim Hall, applicant, representing Paul Pabla, property owner
PROJECT NAME: 2277 FULLERS CROSS ROAD - BARRAGAN PROPERTY ANNEXATION

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	Anoch Whitfield, Zoning Manager
A. Applicant/Owner	
1. Owner (if different from Applicant)**:**	Paul Pabla

B. Property Location	
1. General Location:	The property is located in the northwest corner of the Fullers Cross Road and North Lakewood Avenue intersection.
2. Parcel Identification Number:	06-22-28-0000-00-032
3. Street Addresses:	To be determined
4. Size of Parcels:	5.09 acres

C. Use Characteristics	
1. Existing Use:	Wooded vacant parcel
2. Proposed use:	No proposed use submitted to the City at this time
3. Density / Intensity:	N/A
4. Projected Population:	N/A

D. Zoning and Land Use	
1. Orange County Future Land Use:	Low Density Residential per JPA FLUM
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Low Density Residential per JPA FLUM
4. Proposed Ocoee Zoning:	None at this time. Site will retain County A-1 until rezoning from County district to City district occurs
E. Consistency	
1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT	
1. Estimated Response Time:	Average 5 minutes
2. Distance to Property:	
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT	
1. Police Patrol Zone / Grid / Area:	1
2. Estimated Response Time:	4 mins
3. Distance to Property:	4 miles
3. Average Travel Time	11 mins

IV. ECONOMIC VALUE	Anoch Whitfield, Deputy Director
1. Property Appraiser Market Value:	$ 267,225
2. Property Appraiser Taxable Value	$ 239,830
3. Estimated City Ad Valorem Taxes:	TBD
4. Anticipated Licenses & Permits:	TBD
5. Potential Impact Fees:	TBD
6. Total Project Revenues:	TBD

V. BUILDING DEPARTMENT	
1. Within the 100-year Flood Plain:	No

VI. UTILITIES	TJ Tomlinson, Engineering Manager
A. Potable Water	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	No
4. Location and Size of Nearest Water Main:	To Be Determined

B. Sanitary Sewer	
1. In Ocoee Service Area:	Yes
2. City Capable of Serving Area:	Yes
3. Extension Needed:	Yes
4. Location and Size of Nearest Force Main:	To Be Determined
5. Annexation Agreement Needed:	

C. Other	
1. Utility Easement Needed:	Yes
2. Private Lift Station Needed:	Yes or as determined by Utilities Department
3. Well Protection Area Needed:	No

VII. TRANSPORTATION	Anoch Whitfield, Deputy Director
1. Paved Access:	Yes
2. ROW Dedication:	To be determined
3. Traffic Study:	Not required at this time for annexation
4. Traffic Analysis Zone:	

VIII. PRELIMINARY CONCURRENCY EVALUATION	
A. Transportation:	Full traffic impact analysis will be required prior to any land use amendment, rezoning, or development.
B. Parks / Recreation:	Not applicable at this time
C. Water / Sewer:	Water and sewer capacity available at facilities.
D. Stormwater:	To be provided on site at time of development
E. Solid Waste:	At this time, adequate solid waste capacity exists.
F. Impact Fees:	TBD at time of building permit

IX. SITE SPECIFIC ISSUES All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS Anoch Whitfield, Zoning Manager

The property will be bordered by the City Limits on the east side upon the annexation; therefore, the annexation of this property will further reduce the existing enclaves within the City limits. No part of the area to be annexed is included within the boundary of another municipality, and the property being annexed will be developed for urban purposes. Therefore, this annexation is consistent with Section 171.043(1) & (2), Florida Statutes.

ORDINANCE NO. 2026-
(Annexation Ordinance for 2277 Fullers Cross Road –
Barragan Property)

TAX PARCEL ID: 06-22-28-0000-00-032

CASE NO. AX-07-25-07: 2277 Fullers Cross Road – Barragan 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 5.09 ACRES LOCATED AT 2277 FULLERS CROSS ROAD IN THE NORTHWEST CORNER OF THE FULLERS CROSS ROAD AND NORTH LAKEWOOD AVENUE INTERSECTION, 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 5.09 acres of property (the "Subject Property"), as more particularly described in **Exhibit "A"** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Subject Property is located within the Interchange Village Character Area of the SR 429 Overlay District and, as such, shall be subject to the design and development standards and guidelines within the Interchange Village Character Area Design Plan, in addition to the objectives and policies of the Envision 2045 Comprehensive Plan; 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 1-10, Article I, and Section 5-9, Article V, Land Development Code of the City of Ocoee (the "Code"); and

WHEREAS, on December 9, 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 _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

_____
Melanie Sibbitt, City Clerk

_____
Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2026
READ SECOND TIME AND ADOPTED
_____, 2026, UNDER AGENDA
ITEM NO. ____

FOR USE AND RELIANCE ONLY BY THE CITY OF OCOEE, FLORIDA APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF_____, 2026

FISHBACK DOMINICK

By: _____
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 06-22-28-0000-00-032

E1/2 OF S1/4 OF SE1/4 OF SE1/4 & E 55 FT OF W1/2 OF S1/4 OF SE1/4 OF SE1/4 OF SEC 06-22-28

EXHIBIT "B"

LOCATION MAP

