

OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

June 16, 2026

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• **CALL TO ORDER**

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• **PRESENTATIONS AND PROCLAMATIONS**

2026 Juneteenth Independence Day Proclamation

• **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 June 2, 2026. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(Deputy City Clerk Parks)**
3. Approval of a New Appointment to the Parks and Recreation Advisory Board (PRAB). **(Deputy City Clerk Parks)**
4. Approval of Access Easement Agreement with Silvestri Investments of Florida, Inc for the Market Store at Prairie Lake. **(Community Development Administrator McFarlane)**
5. Approval of First Amendment to Parking Lease Agreement — 137 W. McKey Street & 120 W. Oakland Ave. **(Community Development Administrator McFarlane)**
6. Approval of the Agreement between the City of Ocoee and Fullers Crossing 429, LLC, for Fullers Cross Commercial PUD. **(Development Services Director Lepp)**
7. Approval to Apply for and Accept the BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG). **(Police Chief Ogburn)**
8. Approval for Crossing Guard Services with All City Management Services. **(Police Chief Ogburn)**

9. Approval to Authorize a One-Year Contract Extension with CHA Consulting for RFQ #20-006 Utility Modeling and Minor Utility Studies. (**Procurement Manager Tolbert**)
10. Approval to Piggyback Sourcewell's Contract with Vertosoft LLC. for the OpenGov E-Procurement Software as a Service (SaaS) Platform (**Procurement Manager Tolbert**)

• **FIRST READING OF ORDINANCE**

11. First Reading of an Ordinance Regulating Micromobility Vehicles. (**Police Chief Ogburn**)
12. First Reading of An Ordinance To Create Chapter 105 Master Capital Project and Service Assessment. (**Utilities Director Bolling**)

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

• **PUBLIC HEARING**

• **REGULAR AGENDA**

13. Discussion and Direction on Ocoee Solid Waste Franchise. (**Public Works Director Krüg**)
14. Adoption of the Amended and Restated Initial Assessment Resolution for the FY 26-27 Fire Protection Assessments. (**Assistant City Manager Rumer**)

• **MAYOR'S ANNOUNCEMENTS**

• **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, America’s Independence Day Movement, initiated by the Declaration of Independence and the 4th of July, 1776, did not include enslaved African Americans as they were not recognized as full human beings. Freedom from slavery was initiated by the enforcement of the Emancipation Proclamation on January 1, 1863, and formally announced by Union General Gordon Granger in Galveston, Texas on the 19th of June, 1865, through the reading of General Order No. 3 to the last group of slaves in bondage, creating America’s 2nd Independence Day Celebration, Juneteenth Independence Day, observed on the 19th of June as the oldest African-American holiday; and

WHEREAS, the 19th of June is the freedom forerunner to the 13th Amendment, which implemented freedom for all slaves in the United States, Juneteenth Independence Day completes the cycle of Independence Day Celebrations in America. In 1997, the 105th Congress of the United States passed Senate Joint Resolution 11 and House Joint Resolution 56 officially recognizing Juneteenth Independence Day in America; and

WHEREAS, the Juneteenth celebration commemorates the emancipation of Southern slaves (Blacks) on June 19, 1865, two and a half years after the signing of the Emancipation Proclamation by Abraham Lincoln. The memory of all those who moved from slavery to freedom remains a lesson for all Americans regardless of their background, race, or religion; and

WHEREAS, the Florida legislature issued an apology on March 26, 2008, expressing profound regret for the shameful history of enslaving black people and passing laws that sanctioned involuntary servitude upon generations of African slaves; and

WHEREAS, on June 18, 2021, President Joe Biden signed into law a bill creating a federal holiday to commemorate Juneteenth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, does hereby proclaim June 19, 2026, as:

Juneteenth Independence Day

for all Americans as a time to learn more about our common past and to better understand the experiences that have shaped our Nation.

IN WITNESS WHEREOF, I have hereunto set my hand
and caused the Seal of the City of Ocoee, Florida to be
affixed this 16th day of June, 2026.

Rusty Johnson, Mayor

June 2, 2026

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 **Commissioner Oliver**, followed by the Pledge of Allegiance to the Flag led by **Commissioner Firstner**. **Deputy City Clerk Parks** called the roll and declared a quorum present.

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

Absent: None

Also Present: City Manager Shadrix, City Attorney Kurt Ardaman, Deputy City Clerk Parks

• PRESENTATIONS AND PROCLAMATIONS 6:16 PM

Chick-fil-A 5k Beneficiary Check Presentation (Parks and Leisure Services Director Johnson)
Parks and Leisure Services Director Johnson introduced Beth Otts with Chick-fil-A, who provided a brief overview of the 2026 Chick-fil-A 5K and Fun Run, and thanked City staff, sponsors, and the community for their support. She announced the 15th Annual Chick-fil-A 5k and Fun Run will be held on April 10, 2027. **Beth Otts** then presented the 2026 benefactor, Do Good Farm, with a check and introduced Cameron Taylor with Do Good Farm, who briefly summarized the organization and their purpose.

Boys and Girls Club of West Orange Update

Mac Reed, *Chief Impact Officer for the Boys & Girls Clubs of Central Florida*, announced that the new June Family Branch is scheduled to open in August 2026. He stated that the 20,000-square-foot facility will include 10,000 square feet dedicated to youth members (elementary school-aged children) and 10,000 square feet dedicated to teen members (middle and high school-aged students). He further noted that an additional 10,000-square-foot gymnasium is planned for a future expansion. **Amber Shaw**, *Site Coordinator for the Ocoee Middle School Boys & Girls Club*, provided a brief overview of the Ocoee Middle School site and expressed her enthusiasm for the opening of the new branch. **Mac Reed** stated that the new facility will be located on 9th Street and announced that the grand opening ceremony is scheduled for September 24, 2026.

• STAFF REPORTS AND AGENDA REVIEW 6:28 PM

City Manager Shadrix congratulated the Parks and Leisure Services team for receiving an Honorable Mention Award from the Florida Municipal Communicators Association, for the City

Calendar. **City Manager Shadrix** also announced that the legislature, in a special session, adopted a joint resolution to place a tax reform package on the 2026 voting ballot. He stated that the City is already actively working on and will be presenting the City Commission with a public education plan, pursuant to advice from the City Attorney.

• **PUBLIC COMMENTS 6:30 PM**

The following persons addressed the City Commission:

- **Jim Moyer**, *Water and Soil Conservation District 2 Supervisor*, gave a presentation on the importance of water and challenged everyone to practice water conservation.

• **CONSENT AGENDA 6:34 PM**

Consent Agenda Motion

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

1. Approval of Minutes from the Regular City Commission Meeting held May 19, 2026. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). **(Deputy City Clerk Parks)**
3. Approval to Apply for the FEMA Fire Prevention and Safety (FP&S) Grant Program for a Fire Safety Educational Robot. **(Deputy Fire Chief Van Camp)**
4. Approval to Submit an Application for the FY 2025 Assistance to Firefighters Grant (AFG) Program for Self-Contained Breathing Apparatus (SCBA) Replacement Equipment. **(Deputy Fire Chief Van Camp)**
5. Approval of Jc & J Contractors as a Single Source Vendor for Miscellaneous Utilities Concrete Repairs. **(Utilities Director Bolling)**

• **FIRST READING OF ORDINANCE – None**

• **SECOND READING OF ORDINANCE**

6. Second Reading of Ordinance for Fiscal Year 2025-26 Mid-Year Budget Amendment. **(Finance Director Weber)**

Finance Director Weber advised that no amendments have been made to the ordinance since its first reading on May 19th and stated that Staff recommends approval.

City Attorney Ardaman read the title of the ordinance.

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

Motion: Move to approve Ordinance 2026-07 for Fiscal Year 2025-26 Mid-Year Budget Amendment; Moved by Commissioner Wilsen, seconded by Commissioner Oliver; Motion carried 5-0.

• **PUBLIC HEARING - None**

•REGULAR AGENDA

7. Approval for Appointment of a Regular Member and an Alternate Member to the Code Enforcement Board. **(Deputy City Clerk Parks)**

Deputy City Clerk Parks stated that the City Clerk's Office received two applications from residents interested in being a member of the Code Enforcement Board. She stated that there is one vacant regular member seat, which has a term set to expire in June 2027, and two vacant alternate member seats, whose terms will be set for three years once a member is appointed. Staff is asking the City Commission to consider the two applications and state which applicant will serve as a regular member, and which applicant will serve as an alternate member.

Motion: Move to appoint Michael Montgomery as a regular member of the Code Enforcement Board to fill a vacant seat and complete a term set to expire in June 2027; Moved by Commissioner Wilsen, seconded by Commissioner Kennedy; Motion carried 5-0.

Motion: Move to appoint Bradley Jackson as an alternate member of the Code Enforcement Board to complete a three-year term, set to expire in June 2029; Moved by Commissioner Kennedy, seconded by Commissioner Wilsen; Motion carried 5-0.

•MAYOR'S ANNOUNCEMENTS 6:40 PM

Mayor Johnson announced several upcoming City events scheduled for June and July.

•COMMENTS FROM COMMISSIONERS 6:42 PM

Commissioner Oliver – Commented on the following: 6:42 PM – 6:44 PM

- 1) Commented on tax reform and how to educate the public and encouraged the audience to get educated on the subject matter.
- 2) Read an inspirational quote.

Commissioner Firstner – Commented on the following: 6:44 PM

- 1) Expressed his concern with how local municipalities' ability to exercise Home Rule is being eroded.

Commissioner Wilsen– Commented on the following: 6:44 PM – 6:45 PM

- 1) Announced that she excited about the upcoming July 4th celebration.

Commissioner Kennedy– Commented on the following: 6:45 PM – 6:50 PM

- 1) Expressed his concern with how elected officials, at all levels, are inconsistent with their stance on Home Rule, and encouraged residents to educate themselves on the subject matter.
- 2) Praised City Manager Shadrix for his consistency and proactiveness regarding tax reform.
- 3) Stated that the Citizen Advisory Council of the Police Department (CACOPD) currently

has four (4) members and is having difficulty achieving a quorum. He encouraged residents, particularly those who have recently graduated from the Citizens Public Safety Academy, to consider volunteering to serve on the CACOPD. He also noted that individuals may be appointed to the board prior to completing the Citizens Public Safety Academy and may attend the academy while actively serving as board members.

Mayor Johnson – Commented on the following: 6:50 PM – 6:56 PM

- 1) Expressed his views on Home Rule.
- 2) Expressed his views on tax reform and encouraged residents to educate themselves on tax reform. **Commissioner Wilsen** stated that she previously received the Home Rule Hero Certificate from the Florida League of Cities and expressed her disappointment with the representatives of the Florida League of Cities. She also encouraged residents to educate themselves on the subject matter.
- 3) **Mayor Johnson** thanked everyone for their concern and well-wishes during his recent health episode and expressed his appreciation to both the Fire Department and Police Department for their swift response and assistance.

• **ADJOURNMENT 6:56 PM**

APPROVED:

Attest:

City of Ocoee

Victoria Parks, Deputy City Clerk

Rusty Johnson, Mayor

STAFF REPORT

Meeting Date: June 16, 2026
Item #: 2

Contact Name: Victoria Parks
Contact Number: Ext. 1023

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

Subject: Approval of New Appointment to the Citizen Advisory Council for Ocoee Fire Department (CACOFD). (Deputy City Clerk Parks)

Background Summary:

The Citizens Advisory Council for the Ocoee Fire Department (CACOFD) was formed in 2003 to promote and maintain communication, cooperation, and a positive relationship between the citizens of the City of Ocoee and the Ocoee Fire Department. Members of the CACOFD serve three-year terms and the Resolution creating the Board allows no more than nine (9) members; currently, the Board has eight (8) members.

An application has been received from Joseph Obrochta (District 1), who has shown an interest in being appointed to the CACOFD to serve a three-year term ending November 2029. There are no other applications on file for this Board.

Issue:

Should the Honorable Mayor and City Commission consider appointing Joseph Obrochta to the CACOFD Board, to serve a three-year term ending in November 2029?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission consider appointing Joseph Obrochta to the CACOFD Board, to serve a three-year term ending in November 2029.

Attachments:

1. Board List
2. CACOFD Application - Joseph Obrochta - District 1 (2026)

Financial Impacts:

None

Type of Item: Consent

CITIZEN ADVISORY COUNCIL FOR OCOEE FIRE DEPARTMENT

Created by Res. #2003-20 on 9/16/2003 amended by Res. #2010-012 & Res. #2022-01

Members are appointed for three-year terms.

(Up to 9 members/no less than 3 members)

(50% plus one constitutes a quorum)

Member	District	Email	Term Expires
1. Warren Channell	4	warrenchannell@yahoo.com	11/2026
2. Glenn Richardson	2	cappouch@aol.com	11/2027
3. Wayne Vaughn	2	colvaughn@cfl.rr.com	11/2027
4. Kaitlyn Ochoa	3	Kaioch823@gmail.com	11/2026
5. Michael Fletcher	2	None	11/2026
6. Jim Washington	2	jfwjr222@gmail.com	11/2026
7. Chris Adkins	2	gobabaseball@gmail.com	11/2028
8. Michael Montgomery	2	Mcmont66@yahoo.com	11/2029
9. Vacant			

Commission Liaison	District	Phone Number	Email
Commissioner Firstner	3	407-905-3100 x 1039	rfirstner@ocoe.org
Staff Liaison		Phone Number	Email
Tom Smothers, Fire Chief		407-905-3100 x 2001	tsmothers@ocoe.org
Recording Clerk		Phone Number	Email
Joyce Brown		407-905-3140	jbrown@ocoe.org
Back-Up Recording Clerk		Phone Number	Email



APPLICATION FOR SERVING ON CITY BOARDS

Please use this form to apply for appointment to a citizen advisory or quasi-judicial board. Completed applications must be signed and submitted to the Office of the City Clerk, 1 N. Bluford Ave., Ocoee, FL 34761 or emailed to ccd1@ocoee.org. Applications are valid for one (1) year from the date of submission. Please direct any questions to the Office of the City Clerk, 407-905-3105.

All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Joseph Obrochta E-mail Address joe@joeobrochta.com
Home Address 2436 Orsota Circle, Ocoee, FL 34761
Phone 859/652-2341 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 1

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work Seacoast Bank Position Commercial Underwriter
Business Address Remote Employee - Work from Home

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____
State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☒	Citizen Advisory Council for Fire Dept. ²	☐	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☐	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

² Background checks are required before a member may participate in public-contact events.

Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☒ Yes ☐ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☐ Yes ☒ No

Education: MBA - Waynesburg University; BA - Business Management - Saint Vincent College;
Associates Degree - Paramedic Studies - University of Cincinnati

Experience: 35 years of prior experience as a volunteer and part-time firefighter and
paramedic, including emergency response, public safety, and
community engagement.

Special Knowledge or Skills: Practical knowledge of emergency response and public safety
combined with experience in organizational leadership, collaborative decision-making,
and community-focused service.

Community/Civic Organizations & Involvement: Broad experience in church and nonprofit governance, as well as
current community volunteer involvement (Habitat for Humanity, Sleep in Heavenly Peace, Coalition for the Homeless, Family Promise)

Hobbies or Special Interests: Community and church activities, volunteer work,
and personal interests including music (piano), sports, and outdoor activities.

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

STATE REPORTING REQUIREMENTS

Section 760.80, F.S., requires the City submit a report annually to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes below:

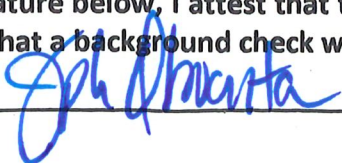
- Race**
- ☐ African-American
- ☐ Asian- American
- ☐ Hispanic-American
- ☐ Native American
- ☒ Caucasian

- Gender**
- ☒ Male
- ☐ Female

- Disability**
- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature



Date

05/14/2026

STAFF REPORT

Meeting Date: June 16, 2026

Item #: 3

Contact Name: Miranda Justice
Contact Number: Ext. 1024

Department Director: Melanie Sibbitt
City Manager: Craig Shadrix

**Subject: Approval of a New Appointment to the Parks and Recreation Advisory Board (PRAB).
(Deputy City Clerk Parks)**

Background Summary:

Members of the Parks and Recreation Advisory Board (PRAB) serve three-year terms. The resolution provides that the Parks and Recreation Advisory Board shall consist of nine (9) members, and only legal residents of the City of Ocoee or who are members of a City sporting organization that utilizes the Ocoee parks shall be eligible for membership. When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment. Currently, the board has five (5) members.

One new application has been received from Amanda Eubanks, who wishes to be appointed to the Parks and Recreation Advisory Board, to complete a term ending October 2028. At this time there are no other applications on file for this Board.

Issue:

Should the Honorable Mayor and City Commission consider appointing Amanda Eubanks to the Parks and Recreation Advisory Board to complete a term ending October 2028?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission consider appointing Amanda Eubanks to the Parks and Recreation Advisory Board to complete a term ending October 2028.

Attachments:

1. PRAB Application - Amanda Eubanks - District 2 (2026)
2. PRAB Application Amanda Eubanks - Resume
3. Board List

Financial Impacts:

None

Type of Item: Consent



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All submitted applications are public records under Chapter 119, Florida Statutes, and are open to inspection by all persons.

Name (please print) Amanda Eubanks E-mail Address Amanda.eubanks1@gmail.com

Home Address 9 W. Delaware St. Ocoee, FL. 34761

Phone 407-758-6767 City Resident at Least 6 Months? ☒ Yes ☐ No City District # 2

When possible, equal representation for all districts shall be maintained on all advisory boards, and the City Commission shall consider the demographic makeup of the board upon making their appointment.

Place of Work DG Doughnuts Position Owner

Business Address 29 W. McKey St. Ocoee, FL. 34761

US Citizen? ☒ Yes ☐ No Registered Voter? ☒ Yes ☐ No City Employee? ☐ Yes ☒ No Dept. _____

Presently Serve on Quasi-judicial Board? ☐ Yes ☒ No If yes, please describe _____

State law prohibits service on more than one quasi-judicial board or elected/appointed office.

Please indicate the board(s) for which you seek appointment by the City Commission. Financial disclosure and/or background checks are required for certain citizen board members; see footnotes.

☐	Citizen Advisory Council for Fire Dept. ²	☒	Parks & Recreation Advisory Board ²
☐	Citizen Advisory Council for Police Dept. ²	☐	Planning & Zoning Commission ¹
☐	Code Enforcement Board ¹	☐	Personnel Board
☐	General Employees' Retirement Trust Fund Board of Trustees ¹	☐	Police Officers' and Firefighters' Retirement Trust Fund Board of Trustees ¹
☐	Human Relations Diversity Board ²		

¹ Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

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Is this for Reappointment? ☐ Yes ☒ No

Have Attended at Least 1 Meeting of Requested Board(s)? ☐ Yes ☒ No

You are strongly encouraged to attend at least one meeting of any board for which you seek appointment prior to submitting your application.

List any education, experience, and/or skill or civic involvement that would be relevant to serving on a board.
Is a Resume Attached? ☒ Yes ☐ No

Education: _____

Experience: _____

Special Knowledge or Skills: As a small business owner who has gone thru many events in our historic downtown, I offer a different perspective and would love to be able to contribute and offer a Parks and Rec team.

Community/Civic Organizations & Involvement: _____

Hobbies or Special Interests: _____

ACKNOWLEDGMENT (Check Below):

- ☐ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☐ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☐ I understand that Financial disclosure forms must be submitted after appointment to a quasi-judicial board.

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Race

- ☐ African-American
☐ Asian- American
☐ Hispanic-American
☐ Native American
☒ Caucasian

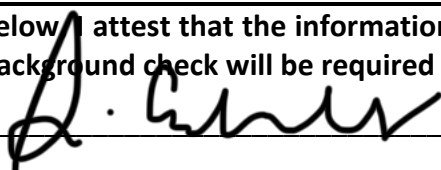
Gender

- ☒ Male
☐ Female

Disability

- ☐ Physically Disabled

By my signature below, I attest that the information provided herein is true and correct, and I acknowledge and agree that a background check will be required when my duties include contact with the public.

Signature  Date 6/8/2026

Amanda Eubanks

407-758-6767 • amanda.eubanks1@gmail.com

WORK EXPERIENCE

DG Doughnuts • Ocoee, FL

01/2017 – Present

Owner & Operator

- Oversaw all administrative functions, including scheduling and managing a team of 20+ employees, payroll coordination, basic accounting, invoicing, and financial tracking.
- Managed product inventory and procurement, forecasting demand and ordering food, packaging, and operational supplies to support daily production and seasonal volume fluctuations.
- Led day-to-day bakery operations, balancing hands-on food production with staff supervision to ensure consistent quality, efficiency, and food safety compliance.
- Developed and delivered training programs for both customer service and food production, establishing standards for hospitality, speed, accuracy, and product execution.
- Maintained compliance with all local and state food handling regulations, certifications, and licensing requirements; stay current on industry standards and best practices.
- Actively participated in baking and production, preparing dough, frying, glazing, and finishing products for daily retail sales and special orders.
- Fostered a positive, high-performing team culture focused on collaboration, accountability, and exceptional customer experience.

4 Rivers Smokehouse – The Sweet Shop • Winter Park, FL

01/2010 – 01/2017

Head Baker

- Spearheaded bakery operations and growth, expanding from a single in-house bakery to eight fully operational bakery locations throughout Florida.
- Collaborated directly with ownership to develop, test, and finalize all signature recipes, ensuring consistency, quality, and brand alignment across all bakery products.
- Designed and implemented comprehensive bakery training programs, onboarding and coaching teams at each location to execute recipes and production standards with precision.
- Provided ongoing weekly support and guidance to bakery managers, troubleshooting operational challenges, improving efficiency, and maintaining high product quality and service standards.
- Monitored and controlled food costs across multiple locations; maintained accurate cost tracking and reporting to the operations team on a weekly basis to support budgeting and profitability goals.
- Standardized production processes and documentation to ensure consistency across locations, streamline workflows, and uphold food safety and sanitation practices.
- Supported cross-functional collaboration with operations, procurement, and leadership teams to align bakery priorities with business objectives.

Amanda's Cakery • Winter Garden, FL**01/2004 – 01/2010****Owner & Operator**

- Founded and operated a full-service custom cake and dessert bakery, building the business from concept to a successful local brand known for high-quality designs and exceptional customer service.
- Managed all aspects of bakery operations including client consultations, custom cake design, pricing, production scheduling, and fulfillment for weddings, birthdays, and special events.
- Developed and perfected a wide range of cake recipes and decorating techniques to deliver consistent, visually stunning, and delicious products tailored to customer specifications.
- Oversaw day-to-day business administration, including order tracking, inventory control, supply ordering, bookkeeping, and customer communications.
- Ensured compliance with food safety, sanitation, and local health regulations in production and handling processes.
- Delivered personalized customer experiences, building strong relationships that resulted in repeat business and positive word-of-mouth within the community.
- Coordinated delivery and setup of custom orders for off-site events, maintaining product quality and presentation through final execution.

City of Ocoee • Ocoee, FL**01/2000 – 01/2003****Director of Recreation Administrative Assistant**

- Provided comprehensive administrative support to the Director of Recreation, facilitating efficient department operations and contributing to strategic program delivery.
- Managed complex scheduling for the recreation department calendar, coordinated facility and program bookings, and communicated schedules with staff, vendors, and community partners.
- Delivered front-line customer service by fielding phone and email inquiries, assisting residents with registration, program information, and event details, and resolving concerns professionally and courteously.
- Prepared, organized, and maintained department records, reports, correspondence, public notices, and official documents, ensuring compliance with municipal retention standards.
- Supported budgeting and purchasing processes by assisting with purchase orders (POs), tracking expenditures, and coordinating billing for recreation activities and supplies.
- Coordinated logistics for special events and community programs, including site reservations, participant communication, and on-site facilitation support.
- Served as a key liaison among department staff, other City divisions, and external stakeholders to ensure consistent communication and successful delivery of leisure services.
- Assisted with development and distribution of promotional materials, marketing recreation programs to residents

EDUCATION

Associate of Science

Le Cordonn Bleu • Orlando, FL

PARKS AND RECREATION ADVISORY BOARD

Created by Ordinance No. 908, 9-02-86/Amended by Ordinance Nos. 937, 93-02, 98-29, 2009-012 and Repealed by 2021-052
Reestablished by Resolution No. 2021-011, Amended by Resolution No. 2022-03
Members must be legal residents of the City of Ocoee or members of a City sporting organization that utilize the Ocoee parks
(9 Members/Three-Year Terms/Quorum is 50% plus One)

Member	District	Email	Term Expires
1. Jane Rainer <i>Ocoee Youth Soccer League Rep</i>	4	jrainer5@gmail.com	10/28
2. Sherrall Applegate	1	acodapple@gmail.com	10/26
3. Vacant			
4. Vacant			10/28
5. Qubeliah Graham	4	trooperQ@hotmail.com	10/27
6. Michelle Cummings	2	macummings0522@gmail.com michelle.cummings@3mgrooving.com	10/28
7. Ravi Bickram	2	ravibickram@aol.com	10/29
8. Vacant			
9. Vacant			

Commission Liaison

Rosemary Wilsen

407-298-1574

RWilsen@ocoe.org

Staff Liaison

Mark Johnson

407-905-3100 ext. 9/5002

Recording Clerk

Gilda Shaw

407-905-3100 ext. 9/5110

GShaw@ocoe.org



STAFF REPORT

Meeting Date: June 16, 2026

Item #: 4

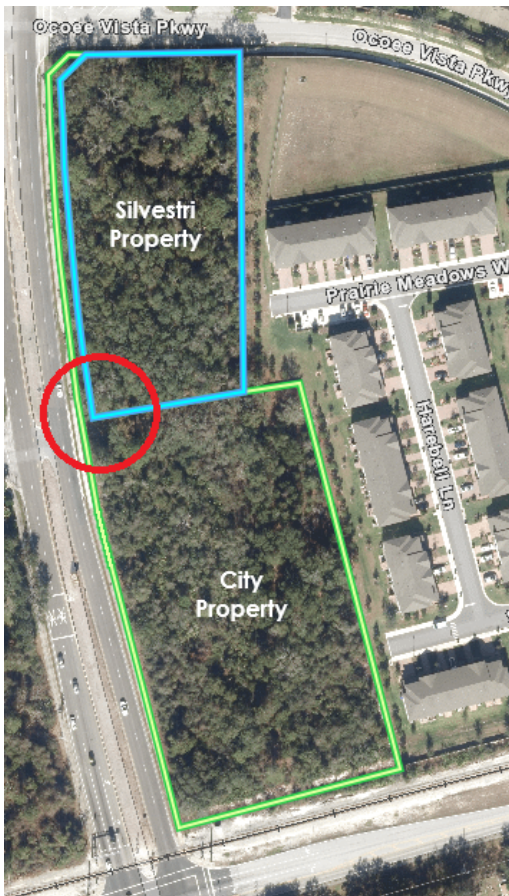
Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of Access Easement Agreement with Silvestri Investments of Florida, Inc for the Market Store at Prairie Lake. (Community Development Administrator McFarlane)

Background Summary:

V3 Capital Group, representing the owner of parcel ID 09-22-28-0000-00-060, has submitted a formal request for an access easement across City-owned property (parcel ID 09-22-28-0000-00-056). The subject properties are located in Commission District 4, north of A D Mims Road and east of Clarke Road. The attached image illustrates the location of the Silvestri property, the City property, and the approximate placement of the proposed easement (indicated by a red circle).



On April 22, 2025, V3 Capital Group, LLC, acting on behalf of Silvestri Investments of Florida, Inc., and City staff held a formal pre-application meeting to discuss a proposed 7-Eleven convenience store with a gas station and car wash on a 2-acre parcel located within the Prairie Lake PUD (Parcel ID 09-22-28-0000-00-060).

On July 10, 2025, the City held a community informational meeting regarding the proposed 7-Eleven with residents and V3 Capital Group LLC in attendance.

On July 16, 2025, City staff provided V3 Capital Group with a letter clarifying that the 2-acre parcel has a right to direct access to Clarke Road. This letter was provided after consulting with the City Attorney and reviewing the Agreement of Purchase and Sale between the City and Silvestri Investments of Florida. A copy of the letter and Agreement of Purchase and Sale has been included with this report.

Section 2 of the Purchase and Sale Agreement states: "...the parties [Silvestri and the City] have agreed (i) that the Retained Land will have frontage along and direct access to Clarke Road."

Since the initial submittal of the small-scale site plan application for the proposed 7-Eleven on November 11, 2025, City staff and representatives from V3 Capital Group have engaged in ongoing coordination regarding the facilitation of access to Clarke Road for the subject property. With the majority of staff comments on the site plan addressed, City staff are now presenting the proposed access easement for consideration and approval by the City Commission. The alignment of the easement is designed to provide clear and safe access for both the City-owned property and the proposed 7-Eleven development to Clarke Road. Additionally, the developer has indicated that installation of a traffic signal at the intersection of Clarke Road and Ocoee Vista Parkway would be beneficial to the project. City staff and the developer are collaboratively developing a mutually agreeable plan regarding the timing and construction of the traffic signal in conjunction with the proposed 7-Eleven development.

Issue:

Should the Honorable Mayor and City Commission approve the access agreement between the City of Ocoee and Silvestri Investments of Florida, Inc?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the access agreement between the City of Ocoee and Silvestri Investments of Florida, Inc.

Attachments:

1. Access Agreement
2. MARKET STORE AT PRAIRIE LAKE - SITE PLAN

Financial Impacts:

N/A

Type of Item: Regular

**ACCESS AGREEMENT BETWEEN THE CITY OF OCOEE
AND SILVESTRI INVESTMENTS OF FLORIDA, INC**

THIS AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2026, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 (“City”), and **SILVESTRI INVESTMENTS OF FLORIDA, INC.**, a Florida corporation, whose address is 1215 Gessner Houston, Texas 77055 (“SILVESTRI”). The City and SILVESTRI INVESTMENTS OF FLORIDA, INC. may each be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the City owns certain property identified with Orange County, Florida Parcel Identification Number 09-22-28-0000-00-056, (“City Property”) and directly north of that property SILVESTRI INVESTMENTS OF FLORIDA, INC. owns certain property identified with Orange County, Florida Parcel Identification Number 09-22-28-0000-00-060 (“Silvestri Property”) (collectively referred to as the “Properties”);

WHEREAS, the Properties are both within the Prairie Lake Planned Unit Development (“PUD”) and subject to the associated Development Agreement for the PUD dated as of June 18, 1991, made by and between SILVESTRI INVESTMENTS OF FLORIDA, INC., and the City;

WHEREAS, the City purchased the City Property from SILVESTRI through an Agreement of Purchase and Sale dated September 5, 2006 (“Purchase and Sale Agreement”);

WHEREAS, Section 2 of the Purchase and Sale Agreement states that the Silvestri Property was to have direct access to Clarke Road; and

WHEREAS, both Parties have a vested interest in ensuring that the Properties have access to Clarke Road that adhere to applicable traffic and safety standards; and

WHEREAS, the Parties desire to construct a shared access drive benefitting the Properties which shared access drive shall be located on portions of both the Silvestri Property and the City Property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Shared Access Easement.** Both Parties hereby give, grant, and convey to the other Party, its successors and assigns, a perpetual, non-exclusive shared access easement over, upon and across the land legally described and depicted in Exhibit “A” attached hereto and incorporated herein (“Shared Access Easement Land”) for the purposes of (i) vehicular and pedestrian ingress

and egress to and from the Properties and Clarke Road, and (ii) constructing, laying, maintaining, improving, repairing and replacing the Shared Access Easement Land. The easement rights granted herein may be exercised and utilized by both Parties' employees, citizens, agents, licensees, contractors, engineers, consultants, tenants, invitees, guests, customers and patrons.

3. **Construction of the Shared Access Driveway.** The party that first begins to develop its respective land (for purposes of this Section herein referred to as the "Developing Party") shall, at its sole cost and expense, in connection with the development of its property design, engineer, permit and construct the driveway over the Shared Access Easement Land ("Shared Access Driveway"). The design, engineering, permitting and construction of the Shared Access Driveway shall be subject to the review and approval of the other party to this Agreement (for purposes of this Section herein referred to as the "Non-developing Party"). To the extent permitted by law, the Developing Party shall indemnify, defend and hold the Non-developing Party harmless from any and all claims, demands, damage, suits, liabilities, actions and expenses, including reasonable attorneys' fees and costs, whatsoever incurred or suffered by the Non-developing Party hereto arising out of or in any way related to the construction of the Shared Access Driveway.

4. **Maintenance of Shared Access Driveway.** The Party that initially constructs the Shared Access Driveway (the "Maintaining Party") shall be solely responsible, at its sole cost and expense, for the maintenance and repair of the Shared Access Driveway until a Certificate of Occupancy is issued for any structure constructed on the other property benefited by this Agreement. From and after the issuance of such Certificate of Occupancy, the owner of such other property shall be responsible for fifty percent (50%) of the reasonable costs to maintain and repair the Shared Access Driveway. The Maintaining Party shall continue to perform such maintenance and repair and shall keep the Shared Access Driveway in good condition and repair consistent with applicable laws and good industry practice. The Maintaining Party shall invoice the other owner for its fifty percent (50%) share, together with reasonable supporting documentation, and the invoiced owner shall pay such share within thirty (30) days after receipt of the invoice. Any amount not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or the highest rate then permitted by law, whichever is less, until paid. Routine maintenance and repair shall not require the consent of the other owner; provided, however, that any single capital repair or replacement reasonably expected to exceed Ten Thousand Dollars (\$10,000.00) shall require the prior written approval of the non-performing owner, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties may, but shall not be required to, enter into and record a further amendment to this Agreement detailing additional procedures for sharing and billing costs for such maintenance and repair.

5. **Restrictions on the Use of Shared Access Easement Driveway.** The use of the Shared Access Easement Driveway is expressly made subject to the following:

a. No obstruction to vehicular and pedestrian traffic shall be erected or constructed on Shared Access Easement Driveway.

b. Parking on the Shared Access Easement Driveway is prohibited.

c. Compliance with all applicable laws, rules, regulations and requirements of public authorities with respect to the use and maintenance of the Shared Access Easement Driveway.

6. **City Not a Developer.** The Parties hereto acknowledge and agree that the City is not a developer and has no present plans with respect to the development or use of the City Property. Nothing contained herein shall in any way be construed to require that the City ever develop the City Property.

7. **Non-Waiver of Governmental Powers.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations.

8. **Binding Effect.** This Agreement shall run with the City Property and Silvestri Property and shall be binding upon and inure to the benefit of the City and SILVESTRI and their respective successors and assigns. This Agreement shall be enforceable at law and in equity, including but not limited to enforcement by action for specific performance. In the event of litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, both at trial and appellate levels.

9. **Further Assurances.** Each of the parties hereto covenant and agree to execute and deliver such other instruments and documents, and to do all matters and things, which may be reasonable and necessary to carry out the intentions of this Agreement. Furthermore, within fifteen (15) calendar days of receipt of written request from the other party, each party shall deliver a certificate to the requesting party, stating, to the certifying party's actual knowledge as of the date of the certificate, that the requesting party is not in default under this Agreement, or if the requesting party is in default, stating the nature of such default. Such certificate shall not constitute a waiver of any rights of the certifying party under this Agreement.

10. **Termination.** This Agreement may only be terminated by an instrument in writing executed by the Parties and their successors and their respective mortgagees, if any; provided, however, that if any mortgagee fails to respond within thirty (30) days of receipt of written notice requesting consent to termination, such mortgagee's consent shall be deemed given.

11. **Indemnification.** The Parties and their successors to the extent permitted by law, do hereby agree to indemnify and hold the other harmless from any and all claims, demands, damage, suits, liabilities, actions and expenses including but not limited to costs and reasonable attorneys' fees arising out of or in any way related to their respective uses of Shared Access Easement Driveway by them and their respective employees, agents, licensees, contractors, engineers, consultants, tenants, invitees, guests, customers and patrons. Nothing herein shall be

deemed a waiver of the City's sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes, as amended from time to time.

12. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any action arising under this Agreement shall lie exclusively in the state or federal courts located in Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in their names, by their proper officers, agents or representatives thereunto duly authorized, as of the day and year first above written.

SIGNATURE PAGES TO FOLLOW

SILVESTRI INVESTMENTS OF FLORIDA, INC,
a Florida corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me of [] physical presence or
[] online notarization this ____ of ____, 2026, by _____, as _____ of Silvestri
Investments of Florida, Inc., a Florida corporation, who

- () is personally known to me;
- () has produced a _____ Driver's License as identification; or
- () has produced a _____ as identification.

Notary Signature
Print Name: _____
Notary Public, State and County Aforesaid
My commission expires: _____
Commission Number: _____

(Notarial Seal)

CITY OF OCOEE SIGNATURE PAGE

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
_____, 20____
UNDER AGENDA 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

[INSERT EXHIBIT “A” HERE]

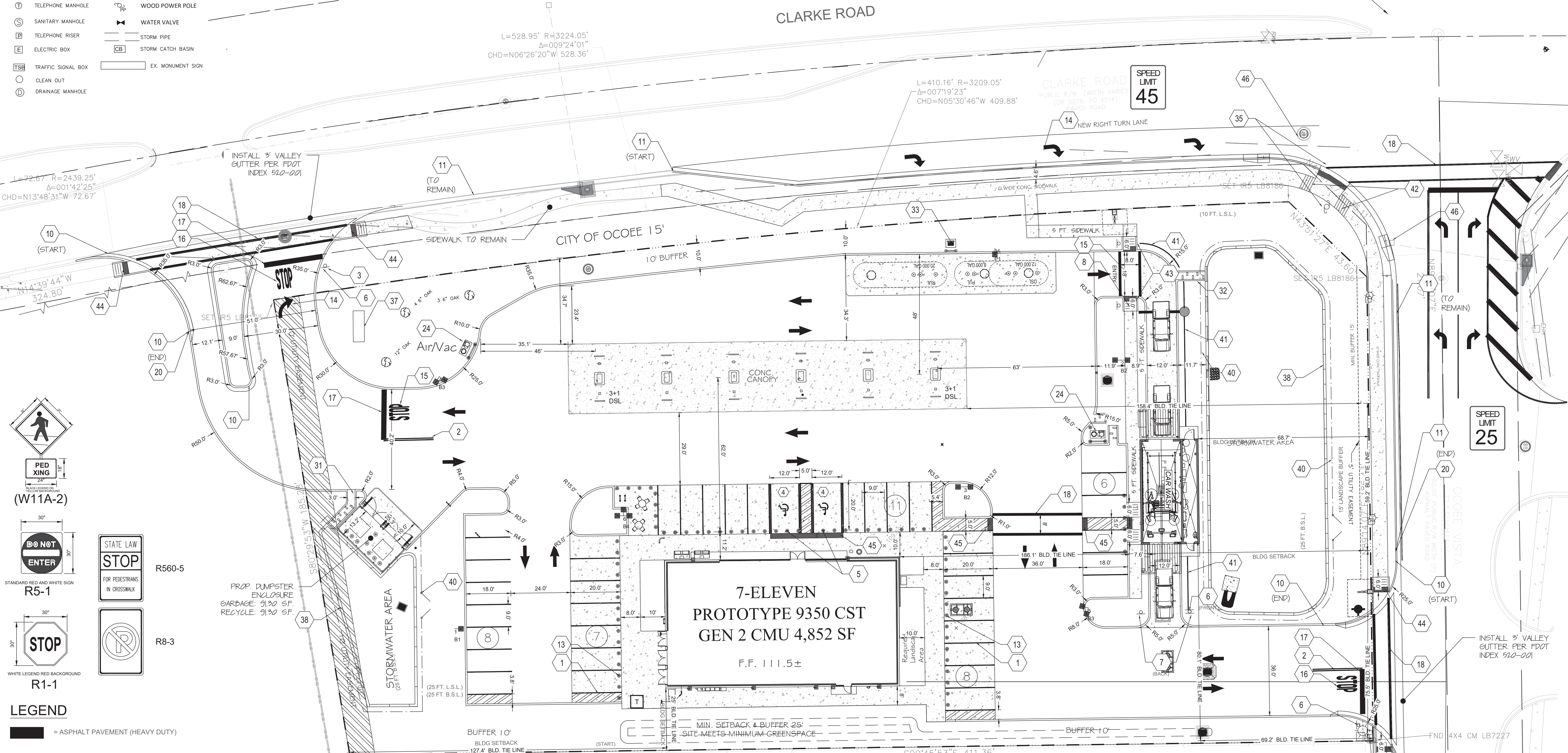
SURVEY SYMBOL LEGEND

- LIGHT POST
- BACK FLOW
- SIGN
- GUY POLE
- TELEPHONE MANHOLE
- SANITARY MANHOLE
- TELEPHONE RISER
- ELECTRIC BOX
- TRAFFIC SIGNAL BOX
- CLEAN OUT
- DRAINAGE MANHOLE
- CONCRETE UTILITY POLE
- FIRE HYDRANT
- BOLLARD
- WATER METER
- WOOD POWER POLE
- WATER VALVE
- STORM PIPE
- STORM CATCH BASIN
- EX. MONUMENT SIGN

ALL CURB RADIUS TAKEN FROM BACK OF CURB

CONTRACTOR TO REVIEW SITE, GRADING, AND UTILITY PLAN SHEETS FOR LIMITS OF PAVEMENT REMOVAL PRIOR TO START OF WORK.

ALL CURBING ONSITE TO BE TYPE "D" CURB PER FDOT INDEX 520-001 UNLESS INDICATED.



- PED XING (W11A-2)
- DO NOT ENTER (R5-1)
- STOP (R1-1)
- STATE LAW STOP FOR PEDESTRIANS IN CROSSWALK (R560-5)
- NO PARKING (R8-3)

LEGEND

- ASPHALT PAVEMENT (HEAVY DUTY)
- CONCRETE
- EXISTING ASPHALT
- PROPERTY LINE
- BUILDING SETBACK (B.S.L.)
- ACCESSORY BUILDING SETBACK (A.B.S.L.)
- LANDSCAPE/BUFFER SETBACK (L.S.L.)
- MAJOR LANDSCAPE/BUFFER SETBACK (M.S.L.)
- MAJOR SETBACK BUILDING (M.S.B.)
- MAJOR SETBACK PARKING (M.S.P.)
- PHOTOMETRIC: LIGHT POLES

LEGEND: FD-FOUND IR-IRON ROD IP-IRON PIPE R&C-ROD & CAP R&C-PIPE & CAP N&O-NAIL & DISC PB-PLAT BOOK

Δ-DELTA L-RADIUS L-ARC LENGTH B.R.-BEARING REFERENCE U.E.-UTILITY EASEMENT D.E.-DRAINAGE EASEMENT PC-POINT OF CURVATURE TYP-TYPICAL

P.O.B.-POINT OF BEGINNING CM-CONCRETE MONUMENT CONC.-CONCRETE INV - INVERT CL-CHAIN LINK R/W-RIGHT OF WAY ORB-OFFICIAL RECORDS BOOK

(P)-PER PLAT (W)-AS MEASURED (C)-AS CALCULATED (D)-PER DEED OHW-OVER HEAD WIRES PP-POWER POLE PC-PAGE ELEV-ELEVATION PAV-PAVEMENT

F.F.-FINISH FLOOR ELEVATION PRM-PERMANENT REFERENCE MONUMENT CP-CONCRETE PAD C-CENTERLINE RCP-CONCRETE PIPE

KEY NOTE LEGEND:

- PROPOSED PARKING STRIPING, 4" SOLID WHITE (TYP.)
- PROPOSED STRIPING DOUBLE YELLOW, 6" STRIPE 4" GAP SOLID (TYP.)
- RIGHT TURN ONLY SIGN UNDER STOP SIGN R5-1R
- PROPOSED ADA PARK STRIPING AND UNIVERSAL SYMBOL (FDOT INDEX 711-001)
- SIGN ADA PARKING PER REGULATORY REQUIREMENTS
- SIGN "STOP", MUTCD R1-1 (30") ONLY (FDOT INDEX 711-001)
- SIGN "DO NOT ENTER" MUTCD R5-1
- SIGN: "PED XING", MUTCD W11A-2
- TYPE "D" CURB (TYP.) (FDOT INDEX 520-001)
- ROLLED CURB AND GUTTER SEE 7-ELEVEN DETAIL SHEET SEVEN ELEVEN STANDARD DETAILS
- TYPE "F" CURB & GUTTER (TYP.) (FDOT INDEX 711-001)
- 5 FT. CONCRETE SIDEWALK (3,000 PSI)
- BOLLARD: SEE 7-ELEVEN DETAIL SHEET SEVEN ELEVEN STANDARD DETAILS
- PAVEMENT MARKING-ARROW (TYPICAL) (PER FDOT INDEX 711-001)
- PAVEMENT MARKING-ENTRY (TYPICAL) (PER FDOT INDEX 711-001)
- PAVEMENT MARKING-STOP (TYPICAL) (PER FDOT INDEX 711-001)
- PAVEMENT MARKING-STOP BAR (TYPICAL) 24" SOLID WHITE (PER FDOT INDEX 711-001)
- PAVEMENT MARKING-CROSSWALK (PER FDOT INDEX 711-001) 12" SOLID WHITE
- PROP. CLEANOUT (TYPICAL) (SEE CONSTRUCTION DETAILS)
- 4 FT. CURB TRANSITION
- PROP. GREASE TRAP (TYPICAL) (SEE CONSTRUCTION DETAILS)
- 2" WATER METER W/2.0" BFP/IRPZ (SEE 18 - CITY OF OCOEE DETAILS)
- 1" RECLAIMED METER W/1.0" BFP/IRPZ (SEE 18 - CITY OF OCOEE DETAILS)
- AIR/VAC STATION
- PROP. JUNCTION BOX (TYP.)
- PROP. TYPE 9 CURB INLET (TYP.)
- PROP. SINGLE WING CATCH BASIN (TYP.)
- PROP. TYPE C DITCH INLET (TYP.)
- PROP. TYPE E DITCH INLET W/CONCRETE COLLAR (TYP.)
- PROP. MITERED END SECTION (TYP.) (SEE CONSTRUCTION DETAILS)
- PROP. OUTFALL CONTROL STRUCTURE (SEE CONSTRUCTION DETAILS)
- 3 FT. WIDE FLUME W/ENERGY DISSIPATION BLOCKS
- UNDERGROUND TANK VENT: CFL
- TRANSFORMER PAD LOCATION (CONTRACTOR TO COORDINATE W/UTILITY PROVIDER)
- POWER POLE RELOCATION (CONTRACTOR TO COORDINATE W/UTILITY PROVIDER)
- PROP. DUMPSTER ENCLOSURE: DOORS TO HAVE A 12 FT. CLEAR OPENING THAT SWING 180° WITHOUT OBSTRUCTION.
- PROP. MONUMENT IDENTIFICATION SIGN: (PERMITTED UNDER SEPARATE COVER)
- KEYSTONE GRAVITY RETAINING WALL SYSTEM (SEE DETAIL)
- 4" C.M.U. REINFORCED RETAINING WALL (SEE DETAIL)
- FENCE: 4' ALUM. PICKET RAIL FENCE
- SAFETY RAIL: SEE 7-ELEVEN DETAIL SHEET SEVEN ELEVEN STANDARD DETAILS
- ADA RAMP CR-L W/DETECTABLE WARNING (PER FDOT INDEX 522-002)
- ADA RAMP CR-E W/DETECTABLE WARNING (PER FDOT INDEX 522-002)
- ADA RAMP CR-F W/DETECTABLE WARNING (PER FDOT INDEX 522-002)
- DETECTABLE WARNING (PER FDOT INDEX 522-002 & SPECIFICATION 527)
- EX. STORM INLET TO BE RELOCATED. REFER TO TURNLANE PLAN SHEET 9A. PLACEMENT
- ALL PAVEMENT MARKINGS WITHIN RIGHT OF WAY TO BE THERMOPLASTIC

CADJAZZ

Engineering Consultants •
P.O. Box 450006 • Kissimmee, Florida 34745
Phone: (407) 738.1979 • Fax: (407) 348-7552

SITE PLAN FOR:
STORE NO. 42758
CONSTRUCTION PLANS
SECTION 09, TOWNSHIP 22 S, RANGE 28 E
OCOEE, FL.
OCOEE, ORANGE COUNTY, FL.

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF CADJAZZ, INC. WILL BE AT THE USER'S SOLE RISK. THE USER ASSUMES ALL LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
1" = 0'
20'
40'

SHEET **06**

DATE: TBO
SCALE: 1"=20'
JOB NO. CJ-2025.01
DWG NO. 01.CNST
DRAWN BY: FDC

STAFF REPORT

Meeting Date: June 16, 2026

Item #: 5

Contact Name: Brett McFarlane
Contact Number: Ext. 7145

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of First Amendment to Parking Lease Agreement — 137 W. McKey Street & 120 W. Oakland Ave. (Community Development Administrator McFarlane)

Background Summary:

At the December 5, 2023, City Commission meeting, the City Commission approved a Parking Lease Agreement between the City and VMG Investment Development, LLC. This Agreement authorizes the City to utilize the properties located at 137 W. McKey St and 120 W. Oakland Ave, comprising approximately 25,000 square feet of parking spaces and drive aisles, for public parking purposes. Under the terms of the Agreement, the City agreed to compensate VMG in the amount of \$292.00 per month, with a 3% annual increase. The term of the Agreement was for a period of 2 years, with an option to extend for an additional two-year period.

On January 21, 2026, City staff formally notified VMG Investment Development, LLC of the City's intent to exercise the two-year extension option provided in the Parking Lease Agreement. VMG has agreed to extend the lease, contingent upon an increase in the monthly payment to \$450.00 (\$5,400.00 annually) to offset rising property taxes, insurance, and general administration costs associated with the properties. The continued availability of these parking facilities provides significant benefits to the City, its residents, and Downtown business patrons.

Issue:

Should the Honorable Mayor and City Commission approve the First Amendment to the Parking Lease Agreement drafted by City staff for the use of 137 W. McKey St. and 120 W. Oakland Ave. owned by VMG Investment Development LLC, as a temporary public parking lot?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the First Amendment to the Parking Lease Agreement drafted by City staff for the use of 137 W. McKey St and 120 W. Oakland Ave. owned by VMG Investment Development LLC, as a temporary public parking lot.

Attachments:

1. Agreement

Financial Impacts:

An annual payment of \$5,400.00 to VMG Investment LLC is equal to the cumulative amount of property taxes assessed for the two (2) properties plus administrative fees funded in GL# 001-515-00-3128.

City of Ocoee ▪ 1 N. Bluford Avenue ▪ Ocoee, Florida 34761

Phone: (407) 905-3100 ▪ www.ocoe.org

Type of Item: Consent

FIRST AMENDMENT TO PARKING LEASE AGREEMENT

This First Amendment to Parking Lease Agreement (“Amendment”) is made as of June 16, 2026, between VMG Investment Development LLC, a Florida Limited Liability Company (“Landlord”) and the City of Ocoee, a Florida municipal corporation (“Tenant”) (collectively, the “Parties”).

Background Facts

A. The Parties entered into that Parking Lease Agreement dated February 1, 2024 (the “Agreement”), which provides for the Landlord renting certain Premises to the Tenant.

B. The Tenant desires to provide notice through this Amendment of its intent to extend the lease for an additional two years as described in Section 3 of the Agreement.

C. The Parties desire to amend the Agreement. The Agreement, as amended by this First Amendment, will collectively be referred to as the “Agreement.”

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Agreement and for other good and valuable considerations, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amendment will have the definitions set forth in the Agreement.
2. Section 3 of the Agreement is revised as follows:
 - a. Tenant agrees to pay the Landlord rent in the sum of \$5,400 per year. Rental payments shall be made yearly, being due and payable on or before the first day of the month in which the Agreement is executed, unless otherwise specified and agreed upon by both Parties.
3. Except as modified by this Amendment, the Parties ratify the terms of the Agreement. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall, together, constitute one and the same instrument. This Amendment, signed and transmitted by facsimile or electronic mail, shall be deemed to be and shall be treated as an original document for all purposes, and shall be considered to have the same binding legal effect as an original signature on an original document. This Amendment shall take effect upon execution and delivery by both Parties.

[SIGNATURES TO FOLLOW]

LANDLORD:

VMG Investment Development LLC

By: _____

Title: _____

Date: _____

TENANT:

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
_____, 20____
UNDER AGENDA 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



Meeting Date: June 16, 2026
Item #: 6

Contact Name: Nick Lepp
Contact Number: Ext. 1018

Department Director: Nick Lepp
City Manager: Craig Shadrix

Subject: Approval of the Agreement between the City of Ocoee and Fullers Crossing 429, LLC, for Fullers Cross Commercial PUD. (Development Services Director Lepp)

Background Summary:

The Fullers Cross Commercial Planned Unit Development (PUD) property is located in Commission District 3, on the south side of Fullers Cross Road and west of Ocoee-Apopka Road. The development proposes commercial/office development on approximately 3.8 acres. The project will have two (2) access points. The main entrance will be full access off Fullers Cross Road, and the second access point will be a Right-in/Right-out off Ocoee Apopka Road. This agreement with Fullers Crossing 429, LLC, revises the original agreement dated June 15, 2004, by removing the shared access easement to the west of the property with the City of Ocoee Police Training Facility to allow the development to move forward with a full access entrance on Fullers Cross Road for the proposed Fullers Cross Commercial PUD.

Issue:

Should the Honorable Mayor and City Commission approve the revised agreement with Fullers Crossing 429, LLC, to remove the shared access easement to the Police Training Facility, allowing the Fullers Cross Commercial PUD to move forward with a full access entrance on Fullers Cross Road to access the proposed development?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission approve the revised agreement with Fullers Crossing 429, LLC, to remove the shared access easement to the Police Training Facility, allowing the Fullers Cross Commercial PUD to move forward with a full access entrance on Fullers Cross Road to access the proposed development.

Attachments:

1. Agreement Between City and FC 429

Financial Impacts:

None

Type of Item: Consent

**AGREEMENT BETWEEN THE CITY OF OCOEE AND
FULLERS CROSSING 429, LLC**

THIS AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2026, by and between the **CITY OF OCOEE**, a Florida municipal corporation, whose address is 1 North Bluford Avenue, Ocoee, Florida 34761 ("City"), and **FULLERS CROSSING 429, LLC**, a Florida limited liability company, whose address is 529 E Crown Point Road, Ste. 100, Ocoee, FL 34761 ("FC 429, LLC"). The City and FC 429, LLC may each be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, FC 429, LLC owns the property located at 2280 Fullers Cross Road, Ocoee, Florida, 34761 ("FC 429 Property"), and directly west of that property the City owns the property located at 1707 East Crown Point Road, Ocoee, Florida, 34761 ("City Property")(collectively referred to as the "Properties");

WHEREAS, the FC 429 Property is subject to the Planned Development Agreement for the Fullers Cross Commercial Planned Unit Development ("PUD"), as set forth in the Development Agreement dated as of June 15, 2004, made by and between Daryl M. Carter, Trustee of the Carter-Fullers Cross Land Trust (the "Previous Property Owner"), and the City;

WHEREAS, the Previous Property Owner of the FC 429 Property and the City entered into a Shared Access Easement Agreement dated June 15, 2004 ("Shared Access Agreement"), related to the Properties;

WHEREAS, the City of Ocoee previously commenced construction on the City Property;

WHEREAS, FC 429, LLC desires to begin construction on the FC 429 Property;

WHEREAS, the Parties agree to terminate the Shared Access Agreement in accordance with the terms of said agreement;

WHEREAS, the Parties seek to amend and supersede certain buffer requirements of the PUD to accommodate the Parties' development objectives;

WHEREAS, the City has a vested interest in the efficient delivery of utility services to its properties and adjoining properties, including the installation of water and sewer infrastructure to support future development;

WHEREAS, an easement (the "North Easement") exists on the property owned by FC 429, LLC, as depicted in Exhibit "A" attached hereto; and

WHEREAS, the City agrees to install and maintain certain water and sewer infrastructure on the North Easement that will support the Properties as specified in this Agreement;

WHEREAS, there is an existing agreement between the Ownership of the two properties that the first property to submit for a building permit is obligated to develop and construct the shared access entrance;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Installations

1.1 Water Main Installation and Maintenance. The City agrees to install and maintain a Water Main as specified on the attached Exhibit "B" within the North Easement dedicated by FC 429, LLC to provide domestic water service to the FC 429 Property and the City Property which is located to the west of FC 429 Property. This will allow for other properties in the vicinity to connect in the future. The City shall bear all associated costs for installation and ongoing maintenance of the public water main.

1.2 Tee and Valve Installation. The City shall install, at no cost to FC 429, LLC, one (1) Tee and one (1) Valve along the Water Main. The City assumes all maintenance responsibility for these installations.

1.3 Sewer Force Main Installation and Maintenance. The City agrees to install and maintain a Sewer Force Main as specified on the attached Exhibit "C" within the City's Right of Way to provide sewer services to the FC 429 Property and the City Property located to the west of FC 429 Property, at the City's expense. This will allow for other properties in the vicinity to connect in the future.

1.4 Force Main Tee and Valve Installation for FC 429, LLC. The City shall install, at no cost to FC 429, LLC, one (1) Tee and one (1) Valve along the Sewer Force Main with the City assuming maintenance responsibility.

2. Sewer Contribution and Service Agreement. FC 429, LLC has agreed to forgo the reserved sewer capacity and instead contribute \$98,706.23 and right of way toward the Installations noted in Section 1. Of this amount, the previously paid \$98,706.23 for reserved sewer capacity shall be credited toward the total contribution, leaving a remaining balance of \$0.00 with 12.84 Equivalent Residential Units (ERU) for sewer capacity. In consideration of this payment, the City agrees to provide sewer service to the FC 429 Property in accordance with the terms of this Agreement

3. Easement Terminations and Landscape Buffer

3.1 Termination of Shared and Cross Access Easements. FC 429, LLC hereby agrees that it shall diligently undertake, at its sole cost and expense, to terminate the Shared and Cross Access Easements. FC 429, LLC shall cause the termination of said Shared and Cross Access Easements to be completed prior to the City's issuance of the first building permit for any construction on, about, or related to the FC 429 Property. FC 429, LLC further agrees to pay all recording costs associated with the termination of the Shared and Cross Access Easements. In consideration of paragraph 2 above and the Termination of Shared and Cross Access Easements (Paragraph 3), FC 429, LLC agrees to absorb the full cost of developing and constructing the dedicated access from Fuller's Cross Road and Ocoee-Apopka Rd.

3.2 Preservation of West Boundary Landscape Buffer. FC 429, LLC agrees to preserve during construction the existing trees in the West side, 10-foot Orange County Drainage Easement and abide by the restrictions set forth in the easement document. FC 429, LLC will pursue a non-substantial PUD amendment, to waive the existing buffer condition of the PUD prior to the commencement of construction. City approval will not be unreasonably withheld.

4. Access Rights. Subject to review and approval by the City, the City agrees that FC 429, LLC, at FC 429, LLC's sole cost, may install full access (Right In, Right Out, Left In, Left Out) at the Fullers Cross Road entrance and Right In, Right Out at the Ocoee Apopka Road entrance, subject to, and in accordance with, all applicable City code, permitting, engineering requirements, and City of Ocoee ownership of Ocoee Apopka Road. These access modifications shall be processed as a non-substantial PUD amendment. FC 429, LLC shall receive transportation/road impact fee credits for said cost of construction for off-site improvements.

5. General Provisions

5.1 Compliance with Laws. The Parties agree to comply with all applicable federal, state, and local laws, regulations, and ordinances in performing their respective obligations under this Agreement.

5.2 Indemnification. FC 429, LLC agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from and against any and all claims, liabilities, damages, lawsuits, losses, and expenses, including reasonable attorney fees, arising from or related to activities or performance in connection with this Agreement although neither Party shall be obligated for its own negligence.

5.3 Force Majeure. Neither Party shall be liable for delays or failure to perform any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God, natural disasters, war, or government action.

5.4 **Termination.** This Agreement may only be terminated by an instrument in writing executed by the then owners of the FC 429 Property and the City Property, and their respective mortgagees, if any.

5.5 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, or understandings of any kind.

5.6 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any dispute arising out of this Agreement shall be exclusively in the state courts located in Orange County, Florida.

5.7 **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

5.8 **No Partnership or Joint Venture.** The Parties are not partners and the development of the FC 429 Property and the City Property does not constitute a joint venture of the Parties.

5.9 **Non-Waiver of Governmental Powers.** Nothing contained herein shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations, and nothing in this Agreement relieves FC 429, LLC from complying with all applicable City Codes, requirements and policies.

5.10 **Sovereign Immunity.** Nothing contained in this Agreement or any record or communication arising out of or concerning this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections or any other defenses or immunities afforded under law to the City and its officials, employees and agents.

5.11 **Binding Effect.** This Agreement shall run with the Properties and shall be binding upon and inure to the benefit of FC 429, LLC and the City, and their respective successors and assigns. This Agreement shall be enforceable at law and in equity, including but not limited to enforcement by action for specific performance. In the event of litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, both at trial and appellate levels from the non-prevailing Party.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last executed by the parties.

CITY:

City of Ocoee, a Florida municipal

corporation

WITNESSES:

Name: _____

By: _____

Rusty Johnson, Mayor

Address: 1 N. Bluford Ave, Ocoee, FL34761

Name: _____

Attest: _____

Melanie Sibbitt, City Clerk

Address: 1 N. Bluford Ave, Ocoee, FL34761

(SEAL)

Approved by the City of Ocoee
Commission at a meeting held on

_____, _____
under agenda 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 Gellar, City Attorney

CROWN POINT WOODS

A SUBDIVISION IN

SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

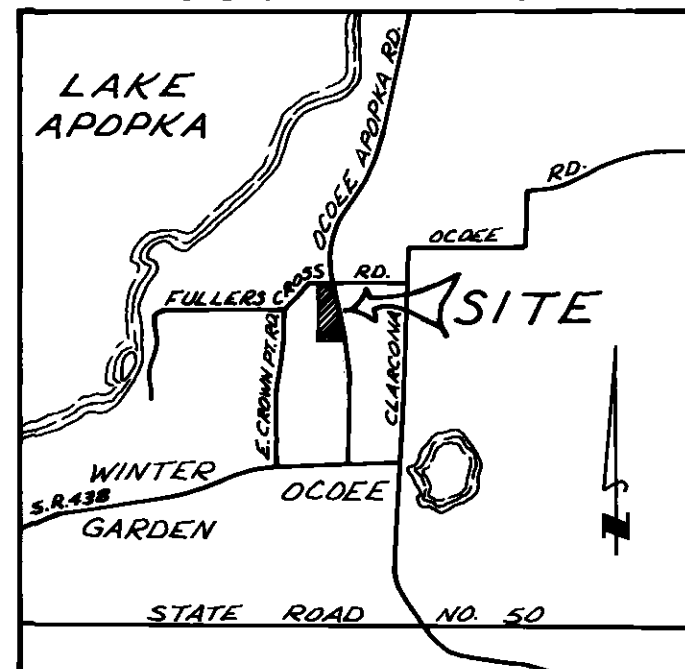
SEE CROWN POINT WOODS PHASE II PLAT 20 PAGE 115 REPLATTING LOTS 8 AND 9

DESCRIPTION:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF OCOEE - APOPKA ROAD (FORMERLY STATE ROAD 437), FURTHER DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, RUN THENCE NORTH 00°51'53" EAST A DISTANCE OF 2561.40 FEET ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER AND THE AFORESAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER TO THE SOUTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD, THENCE SOUTH 89°51'41" EAST ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE OF FULLERS CROSS ROAD A DISTANCE OF 543.54 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OCOEE - APOPKA ROAD (FORMERLY STATE ROAD NO. 437), THENCE SOUTH 05°22'41" EAST ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 349.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1934.86 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 10°41'30" AN ARC DISTANCE OF 364.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 16°10'17" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1574.3 FEET, THENCE SOUTH 13°18'32" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 100.13 FEET, THENCE SOUTH 16°06'51" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1000.00 FEET, THENCE SOUTH 16°10'17" EAST CONTINUING ALONG THE SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 500.00 FEET, THENCE SOUTH 18°09'19" EAST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 98.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1884.86 FEET, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 0°26'47" AN ARC DISTANCE OF 14.68 FEET TO THE SOUTH LINE OF THE AFORESAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST, THENCE SOUTH 87°15'09" WEST ALONG THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1202.13 FEET TO THE POINT OF BEGINNING AND POINT OF TERMINUS. CONTAINING 48.49 ACRES.

NOTES:

1. ■ DENOTES P.R.M. - CONCRETE MONUMENT - R.L.S. 1916
2. ° DENOTES P.C.P.
3. BEARING STRUCTURE S87°15'09"W ON THE SOUTH LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SEC. 7-22-28 FROM BREAKDOWN PROVIDED BY THE ORANGE COUNTY ENGINEERING DEPT, SAID BREAKDOWN ASSUMED NORTH ON WEST LINE OF SW¼, SEC. 7-22-28.
4. TRACT "A" - CONSERVATION AREA OWNED BY HOMEOWNERS ASSOCIATION WITH DEVELOPMENT RIGHTS DEDICATED TO ORANGE COUNTY.
5. 100 YEAR FLOOD ELEVATION - NOT FLOOD PRONE
6. ACCESS RIGHTS ARE DEDICATED TO ORANGE COUNTY, FROM LOTS 1, 2, 5, 26, 25, 24, 23, 22, 21, 20 & 19 TO OCOEE - APOPKA ROAD BY RECORDING OF THIS PLAT.
7. A 15' SIDE LOT LINE EASEMENT and A 15' REAR LOT LINE EASEMENT IS PROVIDED ON ALL LOTS FOR UTILITY PURPOSES, UNLESS OTHERWISE SHOWN.
8. TRACTS "B", "C", & "D" ARE STORMWATER RETENTION AREAS DEDICATED TO AND MAINTAINED BY ORANGE COUNTY.
9. AREAS E, F, G & H ARE PRIVATE LANDSCAPE AND SIGNAGE EASEMENTS DEDICATED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. PRIVATE LANDSCAPED BUFFER EASEMENTS ALONG OCOEE - APOPKA ROAD AND FULLERS CROSS ROAD ARE DEDICATED TO AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
11. ACCESS RIGHTS ARE DEDICATED TO ORANGE COUNTY, FROM LOTS 1 & 4 TO FULLERS CROSS ROAD BY RECORDING OF THIS PLAT.
12. A 5' EASEMENT FOR SIDEWALK PURPOSES AS SHOWN IS DEDICATED TO ORANGE COUNTY BY RECORDING OF THIS PLAT.

LOCATION MAP

NOT TO SCALE

JOINDER AND CONSENT TO DEDICATION and AGREEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE HOLDERS OF MORTGAGES, LIENS OR OTHER ENCUMBRANCES UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT THEIR MORTGAGES, LIENS OR OTHER ENCUMBRANCES, WHICH ARE RECORDED IN OFFICIAL RECORD BOOK 3575, PAGE 970, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION AND DEVELOPERS AGREEMENT.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRAFTON PARTNERSHIP
1003 HARBOUR ISLAND ROAD
ORLANDO, FLORIDA 32804
O.R.B. 3575 PG. 970

James W. Read
WITNESS
Wade Bradford
WITNESS
June Y. Walker
WITNESS

Wilay A. Rhee
NOTARY PUBLIC

MY COMMISSION EXPIRES 3-20-88

JOINDER AND CONSENT TO DEDICATION and AGREEMENT

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE HOLDERS OF MORTGAGES, LIENS OR OTHER ENCUMBRANCES UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT THEIR MORTGAGES, LIENS OR OTHER ENCUMBRANCES, WHICH ARE RECORDED IN OFFICIAL RECORD BOOK 3575, PAGE 973, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION AND DEVELOPERS AGREEMENT.

BANK OF WEST ORANGE
P.O. BOX 340
OCOEE, FLORIDA 32761
O.R.B. 3575 PG. 973

James W. Read
WITNESS
Wade Bradford
WITNESS
June Y. Walker
WITNESS

Wilay A. Rhee
NOTARY PUBLIC

MY COMMISSION EXPIRES 3/17/89

JOINDER AND CONSENT TO DEDICATION AND AGREEMENT BY GRAFTON PARTNERSHIP RECORDED 6/18/85 IN O.R. 3658 PAGE 1929.

JOINDER AND CONSENT TO DEDICATION AND AGREEMENT BY BANK OF WEST ORANGE RECORDED 4/28/85 IN O.R. 3658 PAGE 1931.

SEE RESOLUTION COUNTY COMM. RECORDED 7/10/86 IN O.R. 3804 PAGE 1512 VACATING AND ANNULING LOTS 1-4, TRACT 3

SEE RESOLUTION COUNTY COMM. RECORDED 8/1/86 IN O.R. 3811 PAGE 1975 VACATING LOTS 1-4, TRACT 8 AND CROWN POINT COURT. THIS IS A CORRECTION OF RESOLUTION RECORDED IN O.R. 3804 Pg. 1512 ON 7/10/86.



phone
904-243-5901

Jurdan, Wicks & Assoc., Inc.

123 north sinclair avenue
p.o. box 1245
tavares, florida 32778-1245

civil & environmental, engineering, land planning - land surveying

PLAT
BOOK

15

PAGE 101

CROWN POINT WOODS
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the STREETS, EASEMENTS, TRACTS B, C, D shown hereon to the perpetual use of the public, and

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on April 15, 1985

CROWN POINT WOODS, INC.
P.O. BOX 1547, Winter Garden, FL 32787

By Wade Bradford, Inc.
Wade Bradford President

Attest:

Janice M. Bradford
Janice M. Bradford Secretary
Signed and sealed in the presence of:

Barbara J. Harris

STATE OF FLORIDA COUNTY OF OrangeTHIS IS TO CERTIFY, That on April 15, 1985

before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared WADE BRADFORD

and Janice M. Bradford

respectively, President and Secretary

of the above named corporation incorporated under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; that the official seal of said corporation is duly affixed thereto; and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Barbara J. Harris
NOTARY PUBLIC

My Commission Expires 3/17/89CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on MARCH 28, 1985, he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and platted or subdivided; that permanent reference monuments have been placed as shown on the plat as required by Chapter 177, Florida Statutes; and that said land is located in Orange County, Florida.

Dated MARCH 28, 1985 Registration No. 1916

CERTIFICATE OF APPROVAL
BY ZONING DIRECTOR

Examined and Approved: Sharon Smith 6/25/85
Zoning Director Date

CERTIFICATE OF APPROVAL
BY COUNTY ENGINEER

Examined and Approved: Margew Cole 6-21-85
County Engineer Date

CERTIFICATE OF APPROVAL BY BOARD
OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on 6-24-85 the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.

Hal Marston
Chairman of the Board.

Attest:

Thomas H. Locker
Clerk of the Board.

BY Mary Jo Vasson D.C.CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on June 28, 1985 at 11:18 AM File No. 2340085

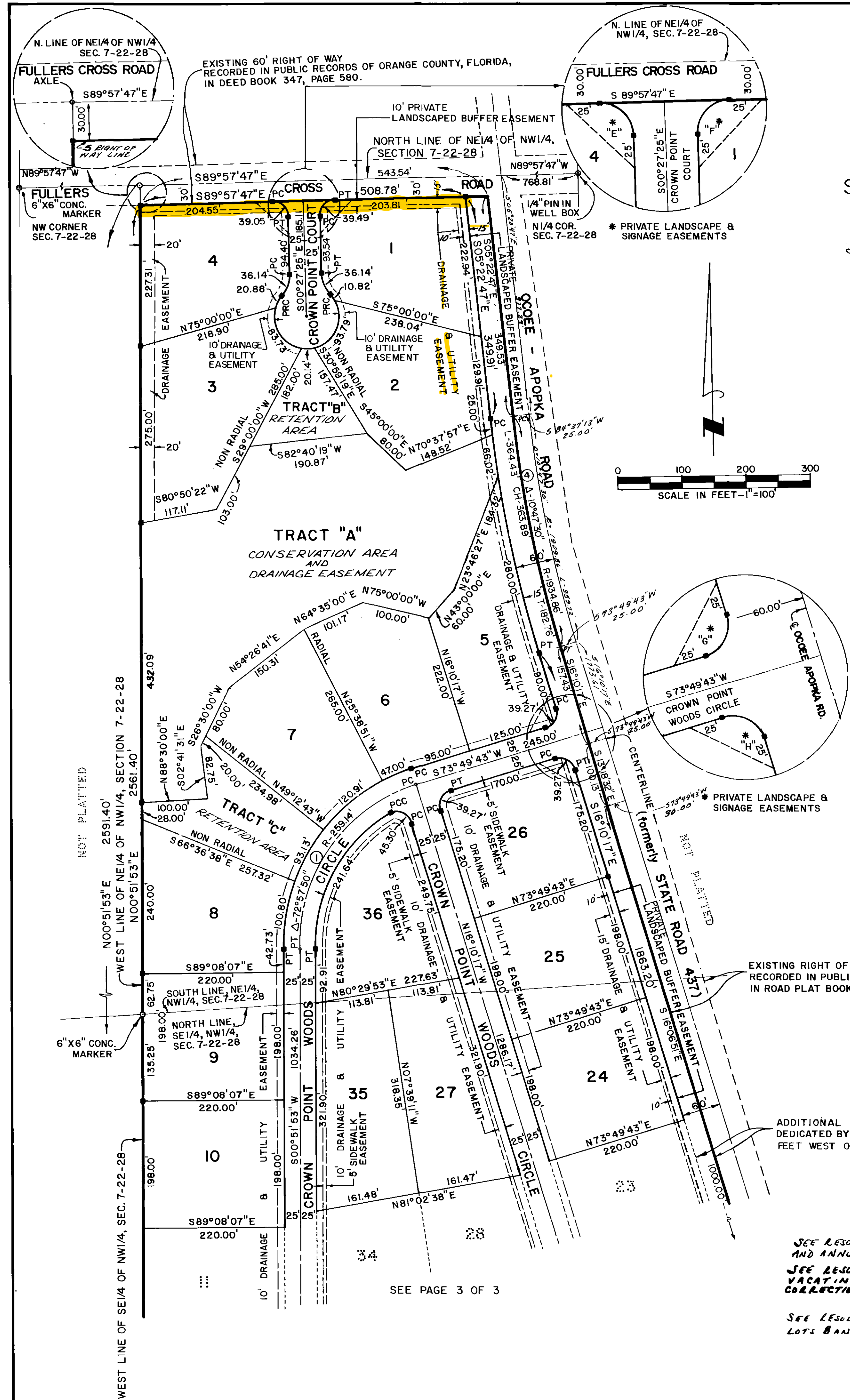
Thomas H. Locker
County Comptroller
in and for Orange County, Fla.

BY W. E. Stumpey Jr. D.C.

CROWN POINT WOODS

A SUBDIVISION IN
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

SEE CROWN POINT WOODS PHASE II PLAT 20 PAGE 115 REPLACING LOTS BAND 9



LOT FRONTAGE CURVE DATA					
LOT NO.	Δ	R	L	CH	T
1	90°29'38"	25.00'	39.49'	35.51'	25.22'
1	41°24'35"	50.00'	36.14'	35.36'	18.90'
1	12°23'36"	50.00'	10.82'	10.79'	5.43'
2	00°43'38"	1969.86'	25.00'	25.00'	12.50'
2	107°28'46"	50.00'	93.79'	80.63'	68.17'
3	95°57'06"	50.00'	83.73'	74.29'	55.48'
4	23°55'16"	50.00'	20.88'	20.72'	10.59'
4	41°24'35"	50.00'	36.14'	35.36'	18.90'
4	89°30'21"	25.00'	39.05'	35.20'	24.79'
5	08°08'39"	1969.86'	280.00'	279.76'	140.24'
5	90°00'00"	25.00'	39.27'	35.36'	25.00'
6	09°28'39"	284.14'	47.00'	46.95'	23.55'
7	24°22'52"	284.14'	120.91'	120.00'	61.38'
8	20°19'30"	284.14'	100.80'	100.27'	50.93'
26	90°00'00"	25.00'	39.27'	35.36'	25.00'
36	103°49'55"	25.00'	45.30'	39.36'	31.90'
36	59°07'55"	234.14'	241.64'	231.06'	132.83'
TRACT "B"	23°04'23"	50.00'	20.14'	20.00'	10.20'
TRACT "C"	18°46'49"	284.14'	93.13'	92.72'	46.99'
TRACT "A"	01°55'13"	1969.86'	66.02'	66.02'	33.01'

CENTERLINE CURVE DATA				
NO.	R	L	CH	T
(1)	72°57'50"	259.14'	330.00'	308.15'
				191.63'

RIGHT OF WAY CURVE DATA				
NO.	R	L	CH	T
(4)	10°47'30"	1934.86'	364.43'	363.89'
				182.76'

EXISTING RIGHT OF WAY (VARIABLE WIDTH)
RECORDED IN PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA,
IN ROAD PLAT BOOK 1 PAGE 119 THRU 126.

ADDITIONAL RIGHT OF WAY (VARIABLE WIDTH)
DEDICATED BY THIS PLAT TO A DISTANCE OF 60
FEET WEST OF CENTERLINE.

SEE RESOLUTION COUNTY COMM. RECORDED 7/10/86 IN O.R. 3804 Pg 1512 VACATING
AND ANNULING LOTS 1-4, TRACT B.

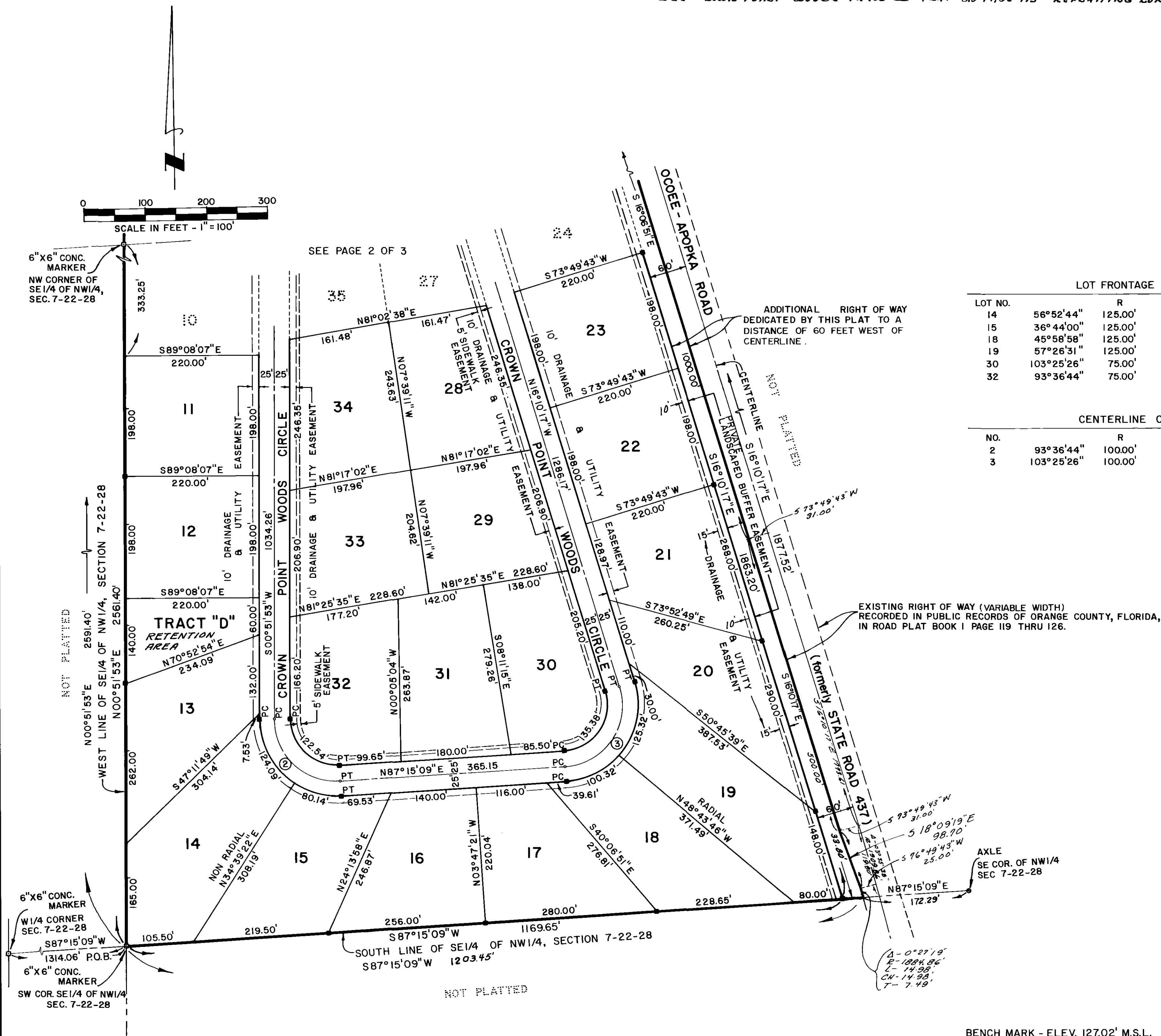
SEE RESOLUTION COUNTY COMM. RECORDED 8/11/86 IN O.R. 3811 PAGE 1975
VACATING LOTS 1-4, TRACT B, AND CROWN POINT COURT. THIS IS A
CORRECTION OF RESOLUTION RECORDED IN O.R. 3804 PAGE 1512 ON 7/11/86.

SEE RESOLUTION COUNTY COMM. RECORDED 12/30/87 IN O.R. 3946 PAGE 1884 VACATING
LOTS BAND 9.

A SUBDIVISION IN
SECTION 7, TOWNSHIP 22 SOUTH, RANGE 28 EAST,
ORANGE COUNTY, FLORIDA

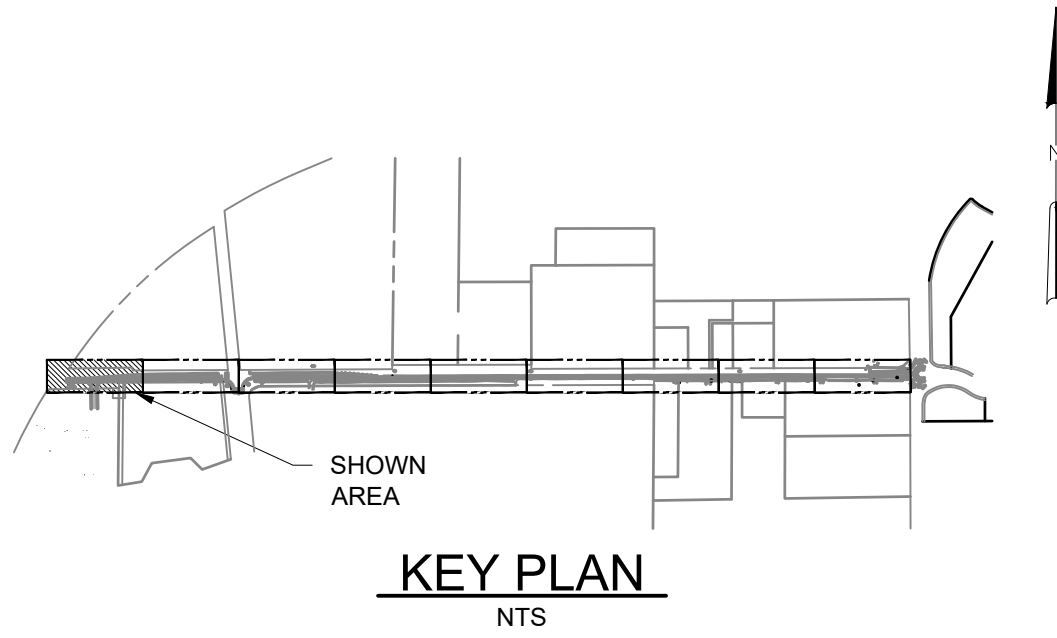
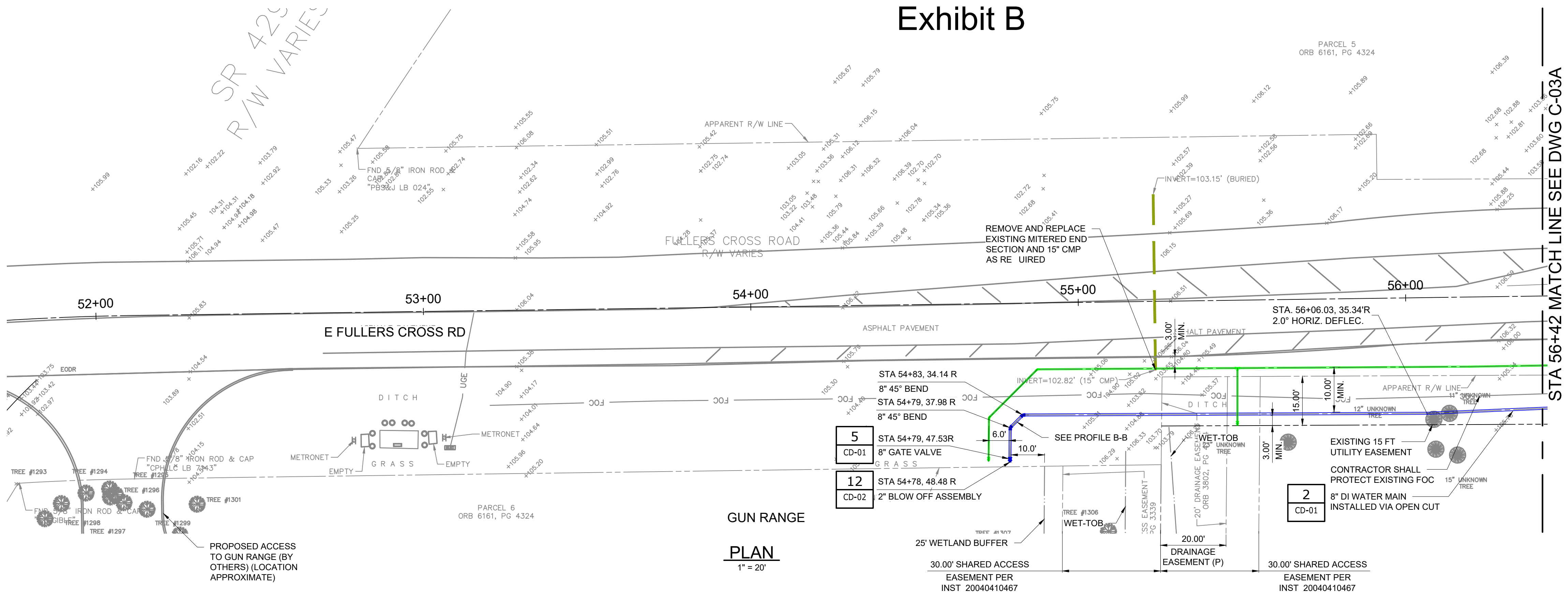
LOT NO.		LOT FRONTAGE	CURVE	DATA	
		R	L	CH	T
14	56°52'44"	125.00'	124.09'	119.06'	67.70'
15	36°44'00"	125.00'	80.14'	78.77'	41.50'
18	45°58'58"	125.00'	100.32'	97.65'	53.04'
19	57°26'31"	125.00'	125.32'	120.14'	68.50'
30	103°25'26"	75.00'	135.38'	117.74'	95.01'
32	93°36'44"	75.00'	122.54'	109.36'	79.88'

CENTERLINE CURVE DATA					
NO.		R	L	CH	T
2	93°36'44"	100.00'	163.38'	145.81'	106.51'
3	103°25'26"	100.00'	180.51'	156.98'	126.68'



BENCH MARK - ELEV. 127.02' M.S.L.
6"X6" C.M. WITH BRASS CAP NO. S-55 1934
EAST SIDE OF S.R. 439 AT THE SCHOOL IN OCOEE

Exhibit B

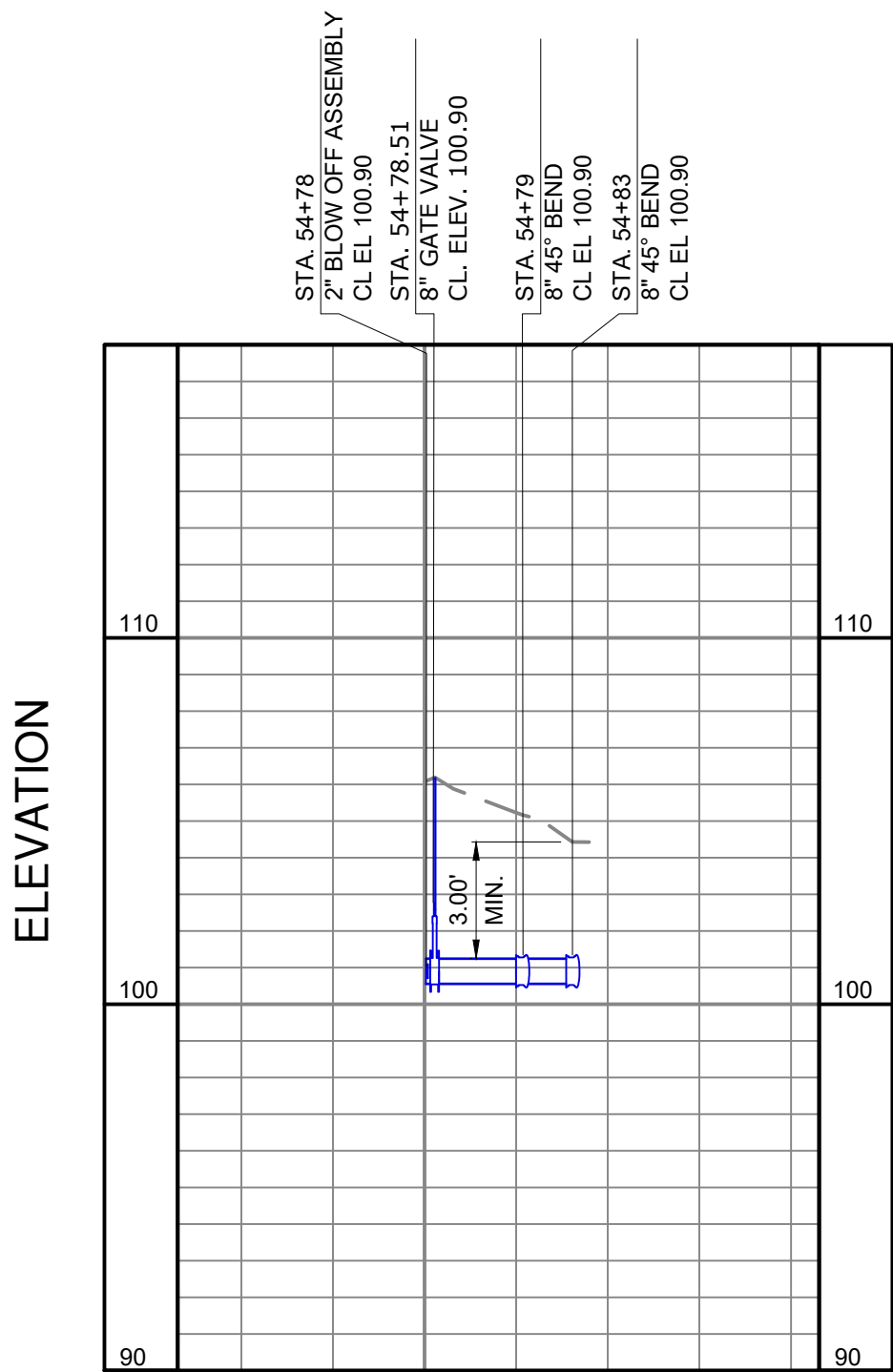


NOTES:

1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND COORDINATING WITH UTILITY OWNERS DURING CONSTRUCTION.
2. STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY.
5. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE AND ORANGE COUNTY AS PART OF THE RIGHT-OF WAY PERMIT(S) FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
6. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
7. CONTRACTOR TO COORDINATE WITH THE CITY AND ORANGE COUNTY PUBLIC WORKS DEPARTMENT ON WORK WITHIN CITY AND COUNTY RIGHT OF WAY.
8. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
9. ALL NEW MAINS TO BE RESTRAINED.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE REMOVAL/CLEARING WITHIN LIMITS OF WORK INCLUDING BUT NOT LIMITED TO STA. 55+50 TO 56+50 AND STA 57+20 TO 58+90.

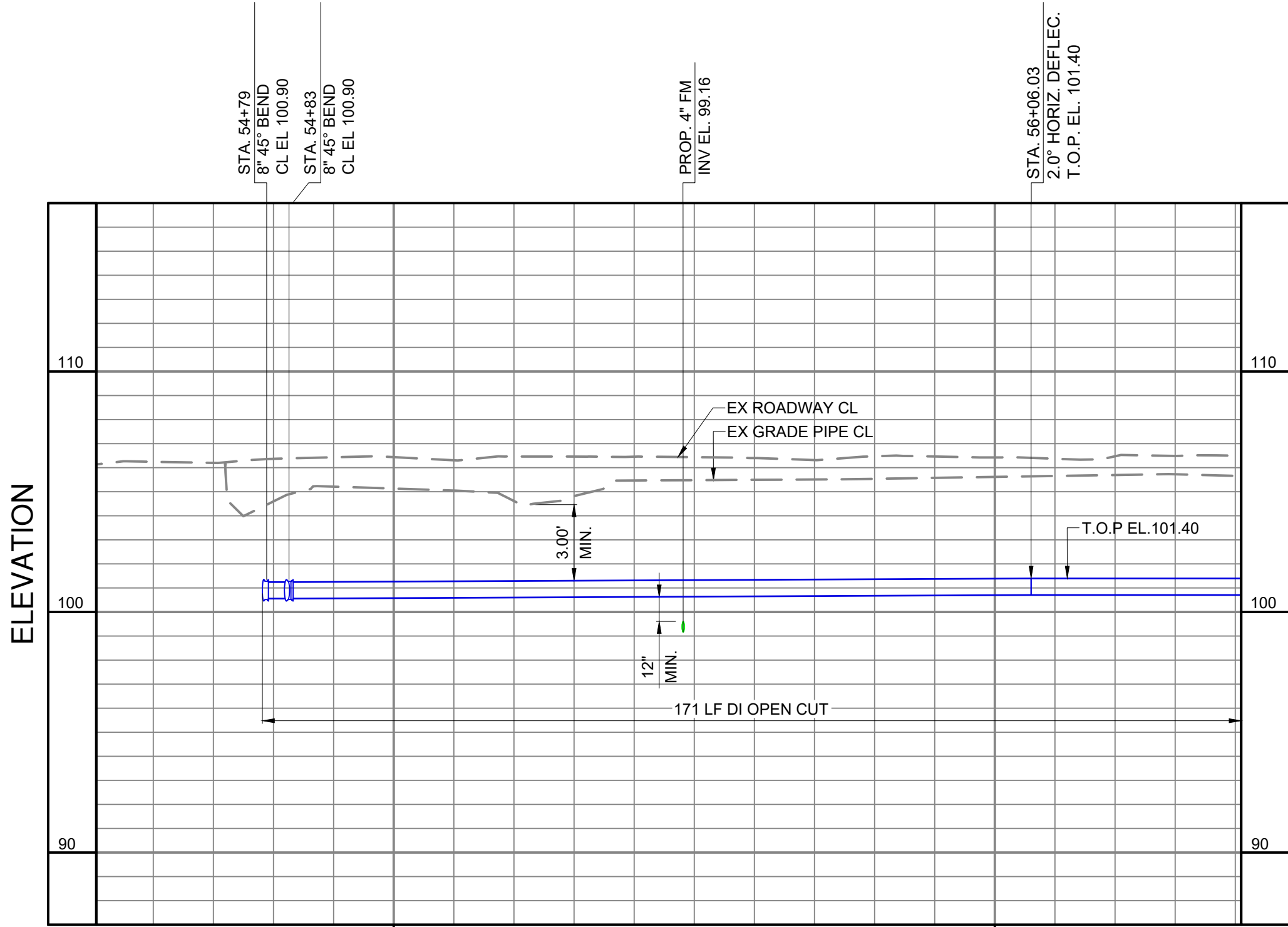
LEGEND

- CONCRETE
- ELEVATION
- OVERHEAD ELECTRIC
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC FORCE MAIN
- EXISTING WATER LINE
- PROPOSED WATER MAIN
- UGE - EXISTING ELECTRIC LINE
- UGT - EXISTING TELEPHONE LINE
- GAS - EXISTING GAS LINE
- FOC - EXISTING FIBER OPTIC CABLE
- PROPERTY LINE
- EASEMENT LINE
- R/W - RIGHT OF WAY
- C - CENTERLINE
- PALM TREE
- OAK TREE
- HOLLY TREE
- PINE TREE
- UNIDENTIFIED TREE
- TO BE REMOVED
- CONCRETE SIDEWALK/ASPHALT TO BE REMOVED



PROFILE B-B

1"=5'-0" VERTICAL
1"=20'-0" HORIZONTAL



PROFILE

1"=5'-0" VERTICAL
1"=20'-0" HORIZONTAL

1"=20'-0"

REV	ISSUED FOR	DATE	BY
4	100% DESIGN-REV	07/24	MDP
3	100% DESIGN	05/24	MDP
2	60% DESIGN	04/24	MDP
1	CONCEPTUAL ALIGNMENT	02/24	MDP

PROJECT ENGINEER:	M. PECKHAM
DESIGNED BY:	E. CARDER
DRAWN BY:	C. LOMBANA
CHECKED BY:	T. BOMARITO
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	

MELANIE D. PECKHAM PE. No. 66487

Hazen

HAZEN AND SAWYER
2420 S. LAKEMONT AVENUE, SUITE 325,
ORLANDO, FLORIDA 32814



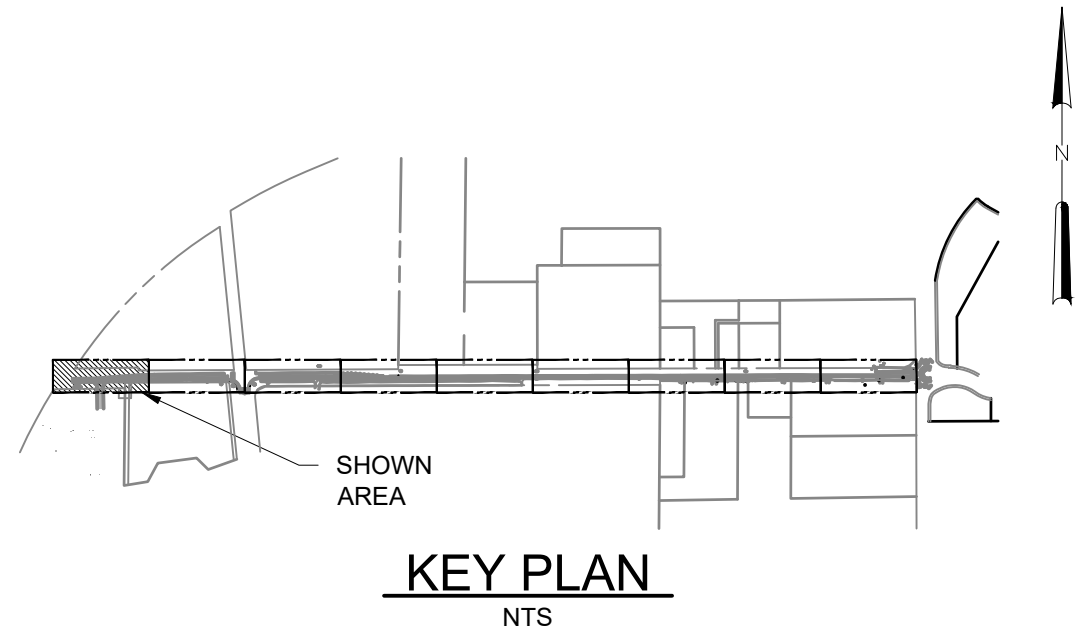
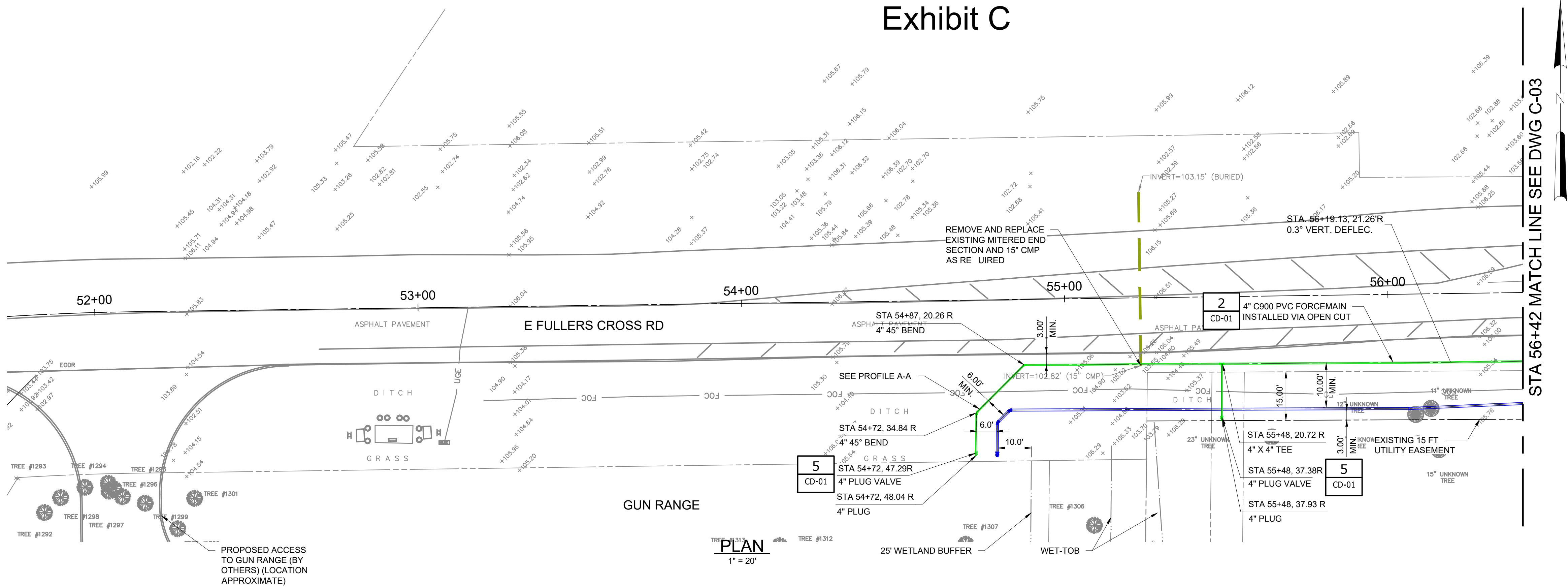
CITY OF OCOEE
UTILITIES DEPARTMENT

FULLERS CROSS ROAD FORCE MAIN
AND WATER MAIN PROJECT

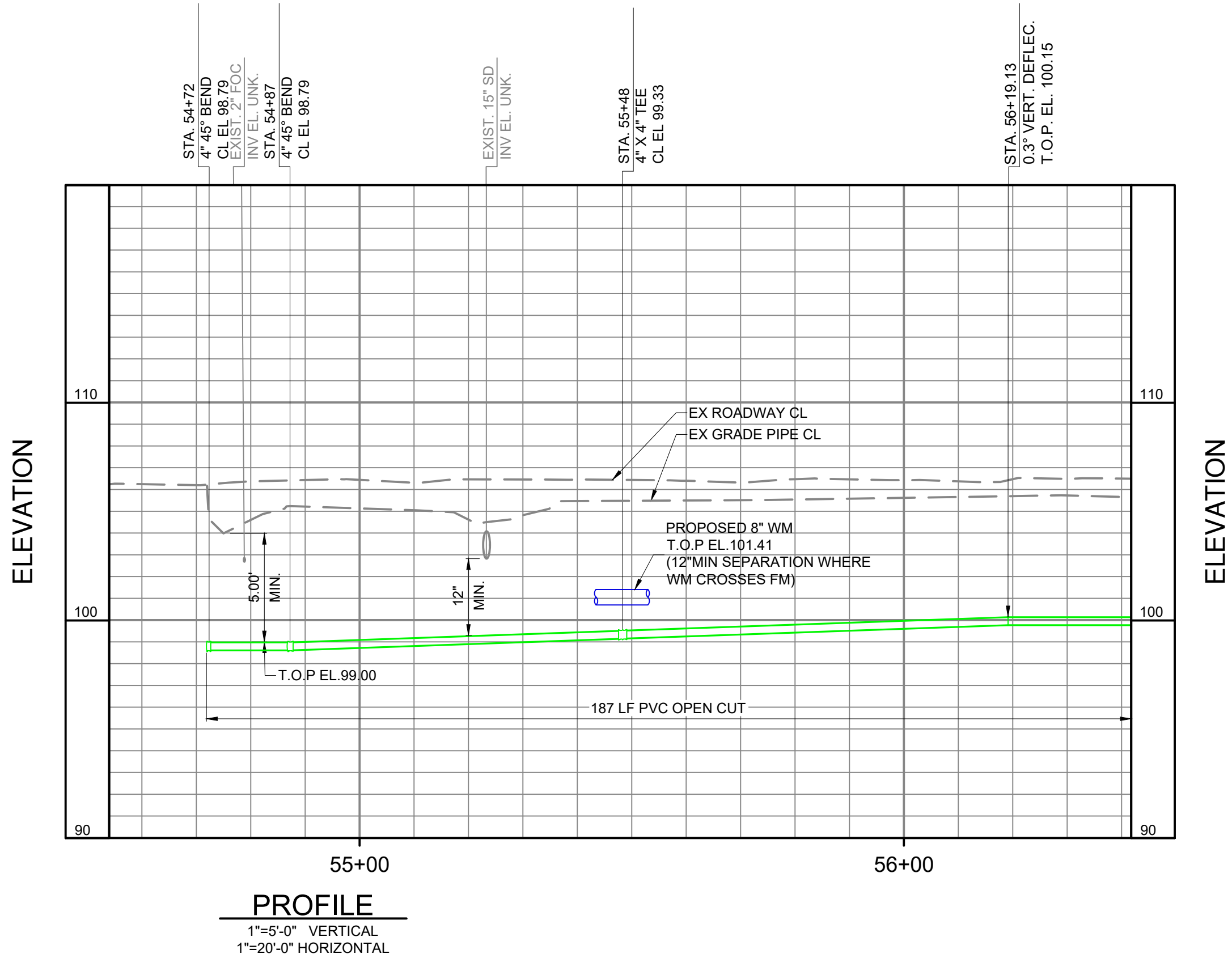
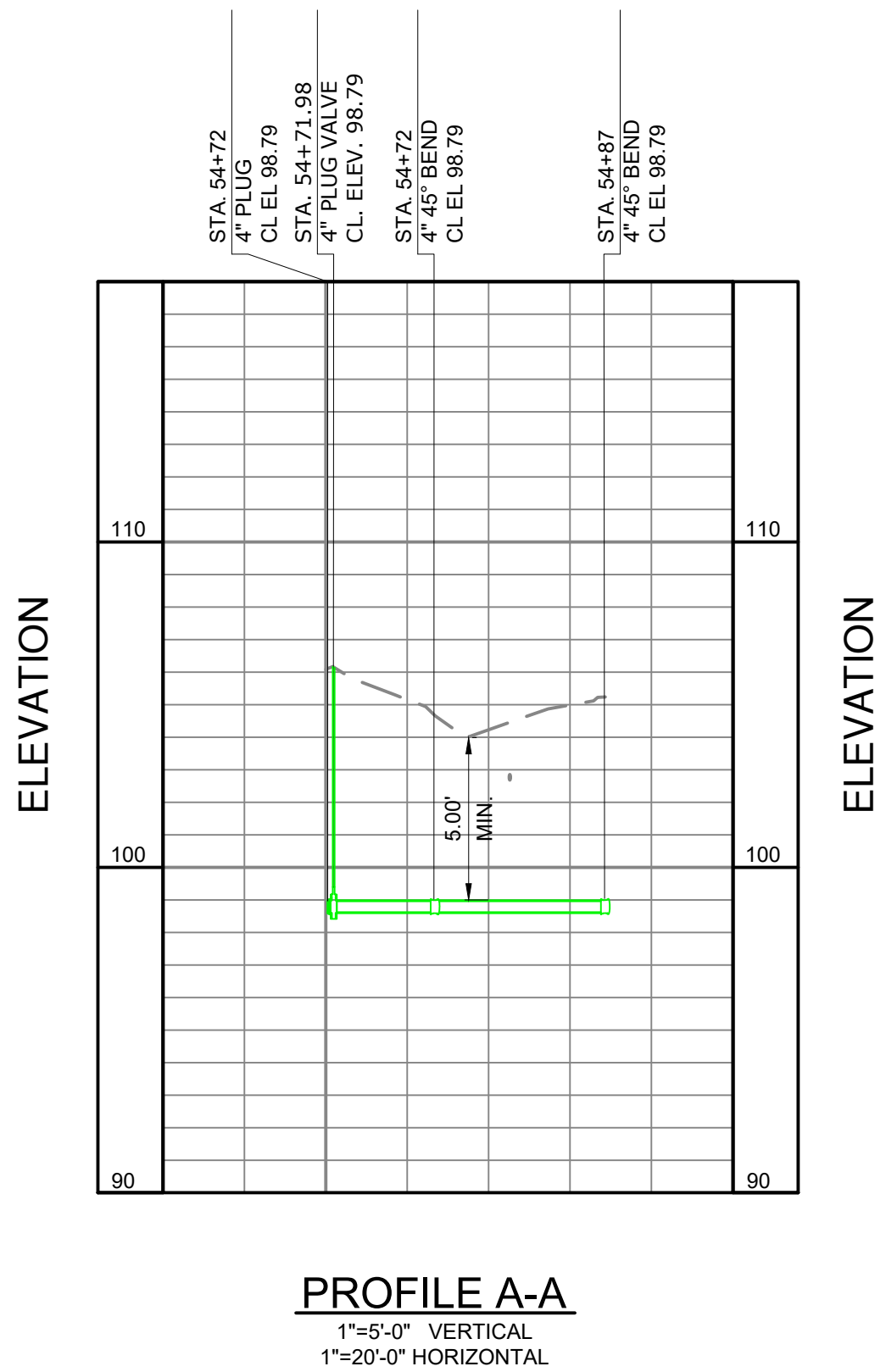
CIVIL
WATER MAIN PLAN AND PROFILE
STA 53+00 TO STA 56+42

DATE:	JULY 2024
HAZEN NO.:	41154-003
CONTRACT NO.:	
DRAWING NUMBER:	C-02A

Exhibit C



- NOTES:
1. LOCATION AND ELEVATION OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE TO BE CONSIDERED APPROXIMATE AND SHOULD BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITIES AND COORDINATING WITH UTILITY OWNERS DURING CONSTRUCTION.
 2. STATIONING IS ALONG CENTERLINE OF PAVEMENT WITH OFFSETS.
 3. ALL ASPHALT / CONCRETE SHALL BE SAW CUT WITH STRAIGHT LINES PRIOR TO EXCAVATION.
 4. DIMENSIONS AND ELEVATIONS MAY VARY. DIMENSIONS AND ELEVATIONS ARE BASED ON AS-BUILT INFORMATION AND TOPOGRAPHIC SURVEY.
 5. CONTRACTOR SHALL SUBMIT A TTC/MOT PLAN TO THE CITY OF OCOEE AND ORANGE COUNTY AS PART OF THE RIGHT-OF WAY PERMIT(S) FOR THIS PROJECT. THE TTC/MOT PLAN SHALL INCLUDE ALL APPLICABLE FDOT INDICES, STATE THE DURATION OF WORK, AND MEET ALL APPLICABLE FDOT REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE ALL PEDESTRIAN AND VEHICULAR MOT.
 6. REPLACE ALL SOD AND LANDSCAPING THAT IS DAMAGED DURING CONSTRUCTION AND REPAIR ALL EXISTING IRRIGATION.
 7. CONTRACTOR TO COORDINATE WITH THE CITY AND ORANGE COUNTY PUBLIC WORKS DEPARTMENT ON WORK WITHIN CITY AND COUNTY RIGHT OF WAY.
 8. CONTRACTOR SHALL ASSUME THE EXISTING MAINS ARE NOT RESTRAINED. FOR TIE-INS, EXCAVATE EXISTING PIPE JOINTS, FITTINGS AND VALVES AND RESTRAIN IN ACCORDANCE WITH CITY OF OCOEE ENGINEERING STANDARDS AND DETAILS.
 9. ALL NEW MAINS TO BE RESTRAINED.
 10. CONTRACTOR SHALL BE RESPONSIBLE FOR TREE REMOVAL/CLEARING WITHIN LIMITS OF WORK INCLUDING BUT NOT LIMITED TO STA. 55+50 TO 56+50 AND STA 57+20 TO 58+90.



- LEGEND
- CONCRETE
 - ELEVATION
 - OVERHEAD ELECTRIC
 - EXISTING STORM SEWER LINE
 - EXISTING SANITARY SEWER LINE
 - PROPOSED PVC FORCE MAIN
 - EXISTING WATER LINE
 - PROPOSED WATER MAIN
 - EXISTING ELECTRIC LINE
 - EXISTING TELEPHONE LINE
 - EXISTING GAS LINE
 - EXISTING FIBER OPTIC CABLE
 - PROPERTY LINE
 - EASEMENT LINE
 - RIGHT OF WAY
 - CENTERLINE
 - PALM TREE
 - OAK TREE
 - HOLLY TREE
 - PINE TREE
 - UNIDENTIFIED TREE
 - TO BE REMOVED
 - CONCRETE SIDEWALK/ASPHALT TO BE REMOVED

1"=20'-0"

				PROJECT ENGINEER:	M. PECKHAM
				DESIGNED BY:	E. CARDER
				DRAWN BY:	C. LOMBANA
				CHECKED BY:	T. BOMARITO
4	100% DESIGN-REV	07/24	MDP	IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	
3	100% DESIGN	05/24	MDP		
2	60% DESIGN	04/24	MDP		
1	CONCEPTUAL ALIGNMENT	02/24	MDP		
REV	ISSUED FOR	DATE	BY		

MELANIE D. PECKHAM PE. No. 66487

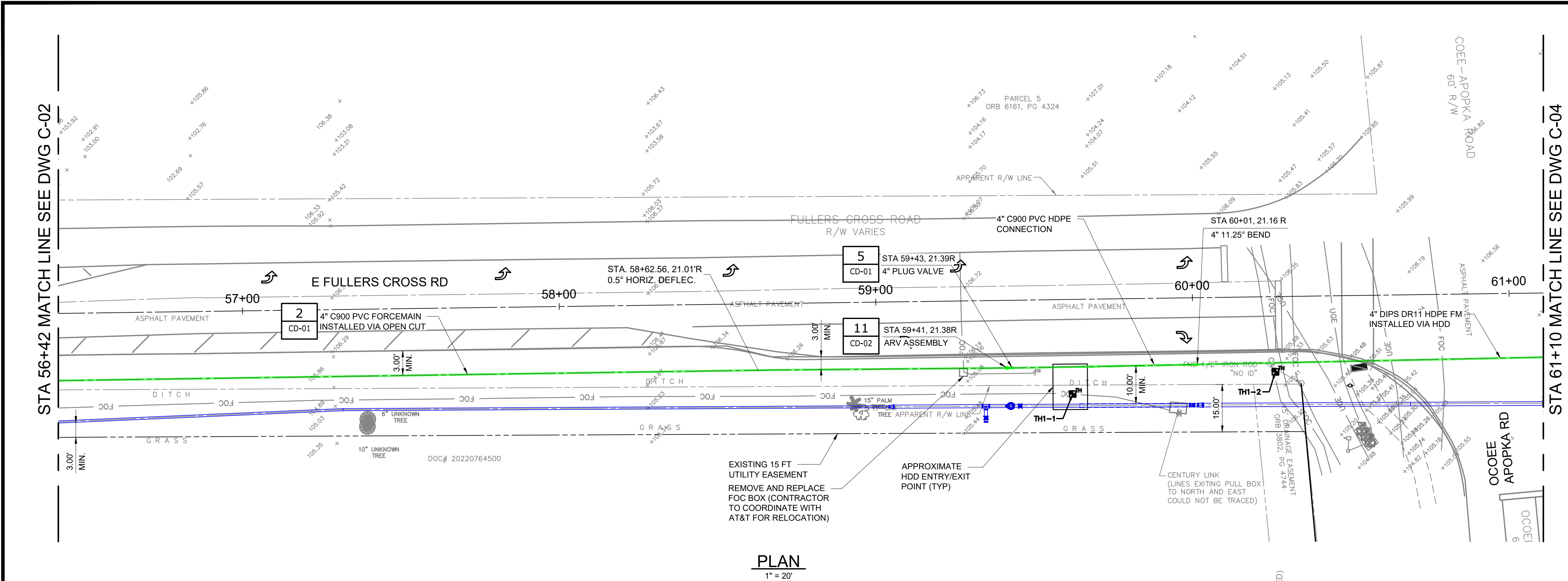
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CITY OF OCOEE
UTILITIES DEPARTMENT
**FULLERS CROSS ROAD FORCE MAIN
AND WATER MAIN PROJECT**

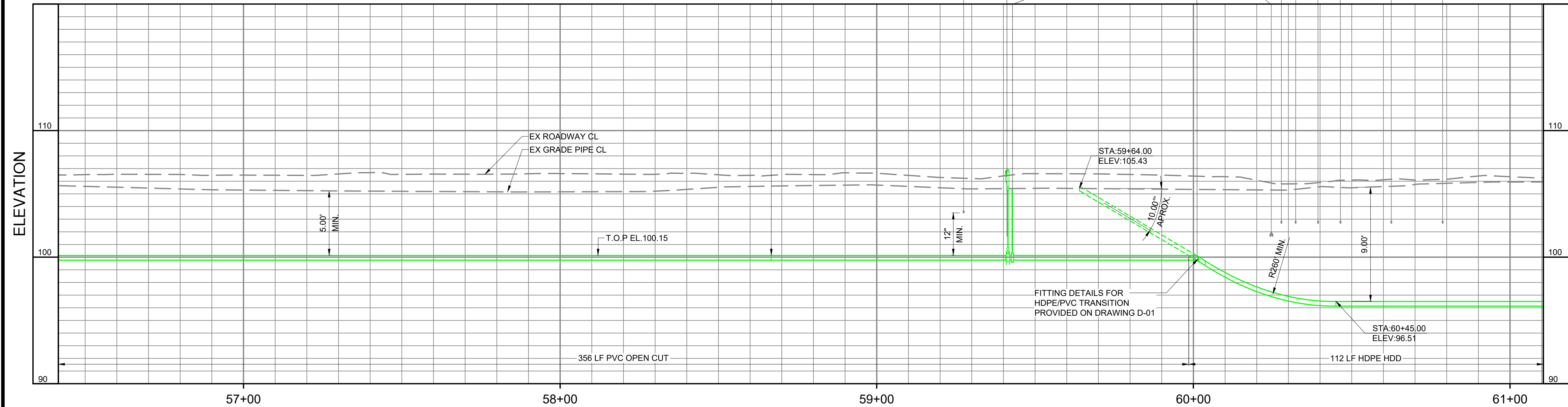
CIVIL
FORCE MAIN PLAN AND PROFILE
STA 53+00 TO STA 56+42

DATE: JULY 2024
HAZEN NO.: 41154-003
CONTRACT NO.:
DRAWING NUMBER:
C-02

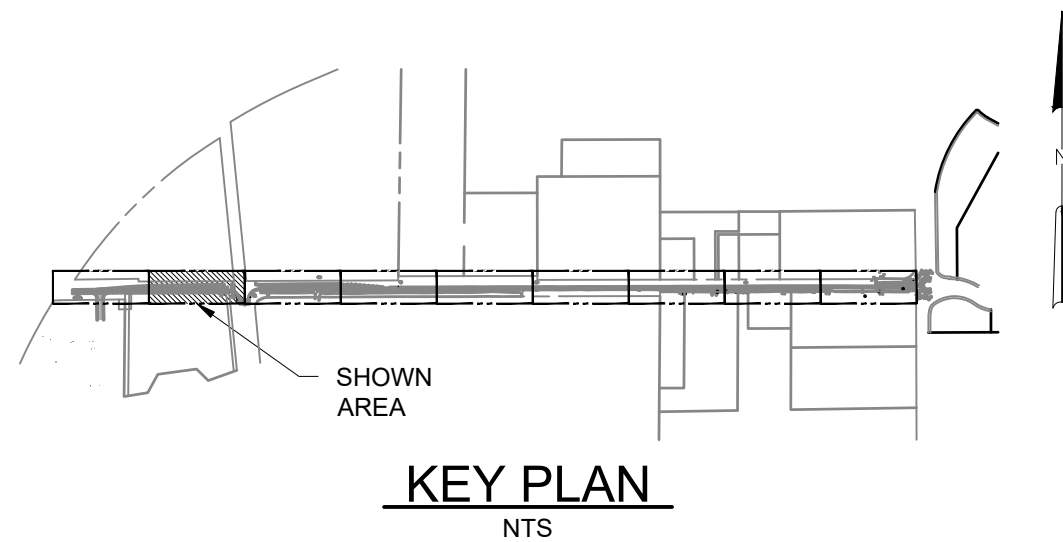
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PLOT DATE: 8/6/2024 4:54 p.m. BY: HP



PLAN
1" = 20'



PROFILE
1"=5'-0" VERTICAL
1"=20'-0" HORIZONTAL



KEY PLAN
NTS

NOTES:

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- CONTRACTOR SHALL HAND DIG UTILITIES FOR WORK IN THE SOUTHWEST AND SOUTHEAST INTERSECTION OF FULLERS CROSS ROAD AND OCOEE APOPKA ROAD. CITY TO BE NOTIFIED 48 HOURS IN ADVANCE OF HAND DIG WORK AND CITY TO PRESENT DURING WORK.
- ALL NEW MAINS TO BE RESTRAINED.
- DEPTH OF EXISTING UTILITIES UNDER ROADWAY ARE UNKNOWN. CONTRACTOR SHALL CONFIRM DEPTH PRIOR TO INSTALLATION OF NEW PIPE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TREE REMOVAL/CLEARING WITHIN LIMITS OF WORK INCLUDING BUT NOT LIMITED TO STA. 55+50 TO 56+50 AND STA 57+20 TO 58+90.

LEGEND

- CONCRETE ELEVATION
- OHE OVERHEAD ELECTRIC
- EXISTING STORM SEWER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED PVC FORCE MAIN
- EXISTING WATER LINE
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CITY OF OCOEE
UTILITIES DEPARTMENT

FULLERS CROSS ROAD FORCE MAIN
AND WATER MAIN PROJECT

CIVIL
FORCE MAIN PLAN AND PROFILE
STA 56+42 TO STA 61+10

DATE: JULY 2024
HAZEN NO.: 41154-003
CONTRACT NO.:
DRAWING NUMBER:

C-03

STAFF REPORT

Meeting Date: June 16, 2026

Item #: 7

Contact Name: Scott Nylander
Contact Number: Ext. 3315

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval to Apply for and Accept the BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG). (Police Chief Ogburn)

Background Summary:

The U.S. Department of Justice will award \$14,106 to the City of Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This funding is made to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, towards any law enforcement program. If approved for this funding, the police department will utilize the funds towards an outdoor K9 Training Facility located on the property of the Ocoee Regional Law Enforcement Training Facility.

Issue:

Should the Honorable Mayor and City Commission authorize the Ocoee Police Department to apply for and accept the \$14,106 via the Edward Byrne Memorial Justice Assistance Grant, allowing the Police Department to utilize the funds towards an outdoor K9 Training Facility?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission authorize the Ocoee Police Department to apply for and accept \$14,106 through the Edward Byrne Memorial Justice Assistance Grant, allowing the Police Department to use the funds toward an outdoor K9 Training Facility.

Attachments:

1. Full Application
2. Initial Application
3. BJA FY25 JAG Program - Local Formula

Financial Impacts:

The \$14,106 is available to the Ocoee Police Department through the Edward Byrne Memorial Justice Assistance Grant (JAG). No matching funds are required by the City.

Type of Item: Consent

Standard Applicant Information**Project Information**

Project Title	Proposed Project Start Date	Proposed Project End Date
Outdoor K9 Training Facility / Area for the Agency's K9 Program	1/4/27	6/30/27
Federal Estimated Funding (Federal Share)	Applicant Estimated Funding (Non-Federal Share)	Program Income Estimated Funding
14106.0	0.0	0.0
Total Estimated Funding		
14106.0		

Areas Affected by Project (Cities, Counties, States, etc.)

34761

Type Of Applicant**Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Application Submitter Contact Information**Application POC Prefix****Name**

Mr.

Application POC First Name

Scott

Application POC Middle Name

Application POC Last Name

Nylander

Application POC Suffix Name

Organizational Affiliation

Ocoee Police Department

Title

Deputy Chief

Email ID

scott.nylander@ocoe.org

Phone Number

407-554-7104

Fax Number407-905-3161**ORINumber**

Executive Order and Delinquent Debt Information

Is Application Subject to Review by State Under Executive Order 12372? *

a. This application was made available to the State under the Executive Order 12372 Process for review on:

State Review Available Date

04/22/2026

Is the Applicant Delinquent on Federal Debt?

No

SF424 Attachments (4)**Name**manifest.txt**Date Added**

4/28/26

**Name**Form SF424 4 0-V4.0.pdf**Date Added**

4/28/26

Name**Date Added**

4/28/26

SF424 4 0-1234-City of
Ocoee.png**Name****Date Added**

4/28/26

GrantApplication.xml**Authorized Representative****Authorized Representative Information****Prefix Name**

Mrs.

First Name Middle Name Last Name Suffix Name

Vanna — Lawitzke —

Title

Assistant Finance Director

Verify Legal Name, Doing Business As, and Legal Address**Legal Name**

CITY OF OCOEE

Doing Business As**UEI**

PW36JGN23557

Legal Address**Street 1**

1 N BLUFORD AVE

Street 2**City**

OCOEE

State

FL

Zip/Postal Code

34761

Congressional District

11

Country

USA

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

I confirm this is the correct entity.

Signer Name

Scott Nylander

Certification Date / Time

04/30/2026 01:16 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:

- a. Contact your Entity Administrator.
- b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.

3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Proposal Abstract

★

The Ocoee Police Department proposes to implement an outdoor K9 Training Facility for the Agency's K9 Program. The City recently broke ground on a regional indoor training facility in late 2025, however a dedicated outdoor K9 training space at this location is essential for "real-world" tactical simulations, scent work in variable weather conditions, and agility training that mirrors Florida's operational environment. This project seeks to establish a high-performance K9 training ground designed to enhance the operational readiness of the K9 Unit. This facility will provide a specialized training environment for scent detection, apprehension tactics, and off-leash obedience. The project ensures K9 teams are prepared for the unique challenges of West Orange County, ultimately increasing public safety and reducing liability through superior training standards.

Project activities include site design, such as secure fencing, a powered storage shed, and night operations infrastructure to allow 24-hour training. Additional activities include the implementation of training aides and equipment for various detection needs. Intended beneficiaries of the project include K9 Handlers and K9 Dogs, Regional Partners, and City of Ocoee Residents who will receive enhanced public safety through more effective tracking of missing persons and faster apprehension of suspects. Subrecipient activities include K9 demos

throughout the community to foster community relations and maintenance for the cleaning and upkeep of the training facility. Deliverables include a fully operational secure outdoor, multi-functional K9 training site,

quarterly proficiency reports post facility launch, and public demonstrations to showcase the K9 unit's capabilities. Expected outcomes include operational excellence, safety and liability reduction due to a controlled, professional training environment, and regional recognition by establishing Ocoee as a premier K9 training site, promoting regional collaboration.

Data Requested with Application

*

> Financial Management and System of Internal Controls

> FY2025 JAG NOFO

Proposal Narrative

*

	Name	Category	Created by	Date Added	
	Grant Proposal Narrative.pdf	Proposal Narrative	Scott Nylander	04/30/2026	

Budget and Associated Documentation

Budget Summary

Budget / Financial Attachments

Budget Worksheet and Budget Narrative

*

	Name	Category	Created by	Date Added	
	Budget Worksheet.pdf	Budget Worksheet	Scott Nylander	04/30/2026	

Pre-Agreement Cost

No documents have been uploaded for Pre-Agreement Cost

Indirect Cost Rate Agreement

No documents have been uploaded for Indirect Cost Rate Agreement

Consultant Rate Justification

No documents have been uploaded for Consultant Rate Justification

Employee Compensation Waiver

No documents have been uploaded for Employee Compensation Waiver

Financial Management Questionnaire (Including applicant disclosure of high-risk status)

No documents have been uploaded for Financial Management Questionnaire

Additional Attachments

No documents have been uploaded for Additional Attachments

Budget and Associated Documentation

Budget Category	Year 1	Total
Personnel	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Construction	\$0.00	\$0.00
SubAwards	\$0.00	\$0.00
Procurement	\$0.00	\$0.00

Contracts	\$0.00	\$0.00
Other Costs	\$0.00	\$0.00
Total Direct Costs	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00
Total Project Costs		

Total Project Cost Breakdown

	Total	Percentage
Federal Funds	Federal Funds	Percentage
	\$0.00	0.00%
Match Amount	Match Amount	Percentage
	\$0.00	0.00%
Program Income Amount	Program Income Amount	Percentage
	\$0.00	0.00%

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

DOES THIS BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES? _____

Memoranda of Understanding (MOUs) and Other Supportive Documents

Memoranda of Understanding (MOUs) and Other Supportive Documents

Upload

The recommended files to upload are PDF, Microsoft Word and Excel.

No documents have been uploaded for Memoranda of Understanding (MOUs) and Other Supportive Documents

Additional Application Components

Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

No documents have been uploaded for Documentation of Anticipated Benefit to Qualified Opportunity Zones (if applicable)

Research and Evaluation Independence and Integrity Statement

No documents have been uploaded for Research and Evaluation Independence and Integrity Statement

Additional Attachments

No documents have been uploaded for Additional Attachments

Disclosures and Assurances

No Lobbying Activities

The applicant is not required to submit a lobbying disclosure under 31 U.S.C. 1352 for this application.

No documents have been uploaded for Disclosure of Lobbying Activities

Disclosure of Duplication in Cost Items

No. [Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover any identical cost items outlined in the budget submitted as part of this application.

DOJ Certified Standard Assurances

★

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--
 - a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(7) The Applicant understands that the federal statutes and regulations applicable to the award (if any), made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a) (17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

- a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
- b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons

displaced as a result of federal and federally-assisted programs; and

- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Signed

SignerID

scott.nylander@ocoee.org

Signing Date / Time

4/29/26 12:15 PM

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements; Law Enforcement and Community Policing ★

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; COORDINATION WITH AFFECTED AGENCIES

Applicants should refer to the regulations and other requirements cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations or other cited requirements before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, 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 making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, 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 its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 to be engaged in the performance of the award 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 award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 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 of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 999 North Capitol Street, NE Washington, DC 20531.

Notice shall include the identification number(s) of each affected award;

(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; and

(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).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Please Acknowledge ★

Certified

SignerID

scott.nylander@ocoe.org

Signing Date / Time

4/29/26 12:16 PM

Other Disclosures and Assurances

Applicant Disclosure and Justification - DOJ High Risk Grantees (if applicable)

No documents have been uploaded for Application Disclosure and Justification - DOJ High Risk Grantees

No documents have been uploaded for Other Disclosures and Assurances

Declaration and Certification to the U.S. Department of Justice as to this Application Submission

By [taking this action], I --

1. Declare the following to the U.S. Department of Justice (DOJ), under penalty of perjury: (1) I have authority to make this declaration and certification on behalf of the applicant; (2) I have conducted or there was conducted (including by the applicant's legal counsel as appropriate, and made available to me) a diligent review of all requirements pertinent to and all matters encompassed by this declaration and certification.
2. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this application submission: (1) I have reviewed this application and all supporting materials submitted in connection therewith (including anything submitted in support of this application by any person on behalf of the applicant before or at the time of the application submission and any materials that accompany this declaration and certification); (2) The information in this application and in all supporting materials is accurate, true, and complete information as of the date of this request; and (3) I have the authority to submit this application on behalf of the applicant.
3. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Please Acknowledge ★

Signed

SignerID

scott.nylander@ocoee.org

Signing Date / Time

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Other

No documents have been uploaded for Other

Certified

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☒ Preapplication ☐ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: 04/23/2026		4. Applicant Identifier:
5a. Federal Entity Identifier: 596019764		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State: 		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: Ocoee Police Department		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6019764		* c. UEI: PW36JGN235S7
d. Address:		
* Street1: 646 Ocoee Commerce Parkway		
Street2:		
* City: Ocoee		
County/Parish:		
* State: FL: Florida		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 34761-9996		
e. Organizational Unit:		
Department Name: Ocoee Police Department		Division Name: Command Staff
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.	* First Name: Scott	
Middle Name:		
* Last Name: Nylander		
Suffix:		
Title: Deputy Chief		
Organizational Affiliation: Ocoee Police Department		
* Telephone Number: 407-554-7104		Fax Number: 407-905-3164
* Email: snylander@ocoee.org		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Justice

11. Assistance Listing Number:

16.738

Assistance Listing Title:

Edward Byrne Memorial Justice Assistance Grant Program

* 12. Funding Opportunity Number:

00BJA-2025-172542

* Title:

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula

13. Competition Identification Number:

C-BJA-2025-00118-PROD

Title:

Category 1: Applicants with allocation amounts less than \$25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Ocoee.png

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Outdoor K9 Training Facility / Area for the Agency's K9 Program

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	14,106.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	14,106.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Total Amount To Be Awarded Under This Funding
Opportunity: \$96,384,585

Anticipated Award Ceiling: Up to \$4,098,693

Anticipated Period of Performance Duration: 48 months

Funding Opportunity Number: O-BJA-2025-172542

Deadline to submit SF-424 in Grants.gov: **April 21, 2026 by 11:59pm Eastern Time**
Deadline to submit application in JustGrants: **April 28, 2026 by 5:00pm Eastern Time**



BJA
Bureau of Justice Assistance
U.S. Department of Justice

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BASIC INFORMATION

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172542
Assistance Listing Number	16.738

Executive Summary

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
 2. Prosecution and court programs.
 3. Prevention and education programs.
 4. Corrections and community corrections programs.
 5. Drug treatment and enforcement programs.
 6. Planning, evaluation, and technology improvement programs.
 7. Crime victim and witness programs (other than compensation).
 8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
 9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
 10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
 11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.
- **Category 1: Applicants with allocation amounts less than \$25,000**
Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than \$25,000 as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.
 - **Category 2: Applicants with allocation amounts \$25,000 or more**

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of \$25,000 or more as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Please see the [Eligible Applicants](#) section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 13, 2026
SAM.gov Registration/Renewal	Recommend beginning process by March 13, 2026, and no later than March 27, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on April 21, 2026
Step 2: JustGrants Application Deadline	5:00 p.m. Eastern Time on April 28, 2026

Funding Details

Total Amount To Be Awarded Under This Funding Opportunity: \$96,384,585

- **C-BJA-2025-00118-PROD, Category 1: Applicants with allocation amounts less than \$25,000**
 - **Anticipated Number of Awards:** 637
 - **Anticipated Award Ceiling:** \$24,975
 - **Anticipated Period of Performance Start Date:** October 1, 2024
 - **Anticipated Period of Performance Duration:** 24 months
- **C-BJA-2025-00119-PROD, Category 2: Applicants with allocation amounts \$25,000 or more**
 - **Anticipated Number of Awards:** 593
 - **Anticipated Award Ceiling:** \$4,098,693
 - **Anticipated Period of Performance Start Date:** October 1, 2024
 - **Anticipated Period of Performance Duration:** 48 months

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the

United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center

Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)

Email: OJP.ResponseCenter@usdoj.gov

Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk

Web: [SAM.gov Help Desk \(Federal Service Desk\)](#)

Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except on federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline

Phone: 800-518-4726, 606-545-5035

Email: support@grants.gov

Web: [Grants.gov Customer Support](#)

Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk

Phone: 833-872-5175

Email: JustGrants.Support@usdoj.gov

Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see [Experiencing Technical Issues Preventing Submission of an Application \(Technical Waivers\)](#).

Resources for Applying

[OJP Grant Application Resource Guide](#): Referred to as the Application Resource Guide throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.



ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
 - Special district governments
 - City or township governments
 - County governments
 - Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the [JAG Allocation page](#) and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Eligible applicants with allocation amounts of less than \$25,000 must apply to Category 1.
- Eligible applicants with allocation amounts of \$25,000 or more must apply to Category 2.
- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (i.e., not listed in the allocation charts) will not be accepted for funding.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.



PROGRAM DESCRIPTION

General Purpose of the Funding

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

This NOFO has two categories:

Category 1: Applicants with allocation amounts less than \$25,000

Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than \$25,000 as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Category 2: Applicants with allocation amounts \$25,000 or more

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of \$25,000 or more as listed on the [JAG Allocations webpage](#). Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including but not limited to police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies

assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal and territorial (SLTT) law enforcement. BJA encourages SLTT recipients of FY25 JAG funding to join federal law enforcement agencies in addressing the following challenges:

Combatting Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violence reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's [UAS page](#) for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainees), protecting critical infrastructures, and information/intelligence problems.

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment,

institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Applicants should refer to [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) for information on allowable and unallowable costs that may inform the development of their project design.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY25 Local JAG Allocations are listed on the [JAG Allocations webpage](#), with separate lists for each state. **As explained in [Eligibility](#), only listed eligible units of local government may apply to receive direct JAG funding from BJA.**

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** A memorandum

of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. **Notes on identifying disparity in the allocation lists:**

- Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
- Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

The JAG statutory formula is fully described within the [JAG Technical Report](#).

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at [34 U.S.C. § 10153 \(A\)\(1-5\)](#), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances. See [Additional Application Components](#) section for more details.

Prohibited Items: The JAG statute, at [34 U.S.C. § 10152](#), prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program. See [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) and [Additional Application Components](#) for more details.

Administrative Costs: The JAG statute, at [34 U.S.C. § 10152](#), requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant. See [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#) for more details.

Trust Fund: The JAG statute, at [34 U.S.C. § 10158](#), requires that a State or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in [2 C.F.R. § 200.305\(b\)\(11\)](#) apply. See the [JAG FAQs](#) for more details.

Program Goals and Objectives

Goal: Improve the administration of the criminal justice system.

Objective 1: Provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.

Objective 2: Assist units of local government with their criminal justice needs.

How Awards Will Contribute to Program Goals/Objectives

BJA anticipates that unit of local government recipients of JAG funding will use the funding to improve the administration of the criminal justice system.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients under this funding opportunity will not submit any deliverables beyond the standard [Post-Award Requirements and Administration](#).

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in [Program Goals and Objectives](#). Applicants can visit [OJP's performance measurement page](#) at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at: <https://bja.ojp.gov/funding/performance-measures/jag-measures.pdf>.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the [System for Award Management \(SAM.gov\)](#). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline**. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See [Basic Information: Key Dates and Times](#) for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required [Application for Federal Assistance SF-424](#) by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see [JusticeGrants.usdoj.gov](#)).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov [Quick Start Guide for Applicants](#) to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the [Application Resource Guide](#) for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at <https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf>. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the [DOJ Application Submission Checklist](#) for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see [Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information](#)). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.

3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the [DOJ Grant Application Submission Checklist](#).

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the “How To Apply” section in the [Application Resource Guide](#).

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 2,000 characters) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will

use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#) for additional guidance on how to complete the questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

- To initiate the survey, please click on the survey title to open.
- When you have completed the survey, please click the “Finish” button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the main application screen, go to the “Actions” menu in the top right corner of the screen and select “Close” to exit the survey review screen.
- The survey you just completed will still display an “Open” status. To confirm the completed status of your survey, go back to the “Actions” menu and select “Refresh.” The status of your completed survey will change to “Resolved—Completed.”
- If you would like to verify the responses to a completed survey, you may click the survey title to reopen it and view your saved responses.
- If you would like to change and/or update the responses to a completed survey, you may click the “Reopen” option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 10 pages.

Sections of the Proposal Narrative: The Proposal Narrative should include the three sections listed below.

1. **Description of the Issue:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.
- Include discussion of any issues that arose in administering previous fiscal years' JAG awards, if applicable, and how its strategy and funding priorities will address the issues.

2. Project Design and Implementation: How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Describe the unit(s) of local government process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities and decisions on the statutory JAG program areas under which it will use funding.
- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the 4-year grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to [Program Description: Performance Measures](#) for additional details on performance measures for this funding opportunity.
- Describe the fiscal agent's capacity for administering the JAG award and subawards during the four-year project period, to include required subrecipient monitoring.
- Describe any additional strategic planning and coordination efforts in which the unit of local government participates with other criminal justice agencies.
- Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [Application Resource Guide](#).

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

In addition to those instructions, Local JAG applicants must include in the budget worksheet the following:

- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively,

separate budget attachments for each partner of unit of local government are acceptable.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on “[Budget Preparation and Submission Information](#).” For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the [Complete the Application in JustGrants: Budget](#) training.

Funding Restrictions

See “[Unallowable Use of Funds](#).”

Limitation on administrative costs: Funds may not be used for administrative costs that exceed 10 percent of the total award amount. This includes direct and any indirect costs.

Prohibition of supplanting: Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Prohibited items: The JAG statute, at [34 U.S.C. § 10152](#), prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The [JAG Prohibited Expenditures Guidance](#) provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Unmanned Aircraft Systems (UAS) and Counter-UAS (C-UAS): The purchase of UAS (also referred to as unmanned aerial vehicles or drones, including their accessories) is allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that only those UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award. The certification also states that no modifications or additional accessories may be introduced to the UAS funded by the award, and that the purchased UAS will not be used to process, store, or transmit federal information.

The purchase of C-UAS is also allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that C-UAS will only be procured and operated in compliance with all applicable federal, state, and local laws and regulations (including criminal, surveillance, aviation, and communications laws), that only federally-approved C-UAS purchases will be purchased, and that the recipient has consulted qualified legal counsel to review the proposed purchase and operation of the C-UAS. The certification also requires the recipient to complete federal training requirements and obtain all required approvals, certifications, licenses, and authorizations prior to deployment. The certification also states that no modifications or additional accessories may be introduced to the C-UAS funded by the award.

The recipient or subrecipient also must assure BJA that the entity has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to operation of the UAS or C-UAS. Finally, the recipient or subrecipient may be required to provide additional documentation to verify purchase and the related policies for the UAS or C-UAS. Additional information may be found on the [BJA UAS website](#).

Body Armor: A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor Mandatory Wear Policy Certification](#). Further, before making any subawards for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the [JAG FAQs](#).

Body-worn Cameras (BWCs): A JAG award recipient that proposes to purchase BWC equipment or implement or enhance BWC programs with JAG funding must provide to OJP a certification(s) that it has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG BWC Policy Certification](#). Further, before making any subawards for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the [JAG FAQs](#).

Extreme Risk Protection Order Programs: An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If states use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof that mean not less than the protections afforded to a similarly situated litigant in federal court or promulgated by the state’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY25 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database: If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA. Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the [DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching](#). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the [Application Resource Guide](#) for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the [Application Resource Guide](#) for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the [Application Resource Guide](#) section on “[Budget Preparation and Submission Information](#)” and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the [DOJ Grants Financial Guide](#) and the [OJP Grant Application Resource Guide](#) for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the “Listing of Costs Requiring Prior Approval” section of the [DOJ Grants Financial Guide](#) for more

information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over

\$250,000; Waiver (if applicable): This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provisions in the “Financial Information” section of the OJP [Grant Application Resource Guide](#).

Disclosure of Process Related to Executive Compensation (if applicable): This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- Certifications and Assurances by the Chief Executive of the Applicant Government:** A JAG application is not complete, and a direct award recipient may not access award funds, unless the chief executive of the applicant government (e.g., the mayor, city manager, or presiding Board member) properly executes, and submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” found at: [FY25 JAG – Certifications and Assurances by the Chief Executive of the Applicant Government](#). This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at [34 U.S.C. § 10153\(a\)\(2\)](#)), have been satisfied. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but an award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective Chief Executive. **Memorandum of Understanding (if applicable):** Only required for disparate jurisdictions, as detailed in [Formula Allocations](#). At a minimum, the MOU must 1) identify which jurisdiction will serve as the applicant or fiscal agent for the disparate group; and 2) identify the agreed upon funding amounts for each locality. The MOU must be completed and signed by an official who has authority to enter into a memorandum of understanding on behalf of each jurisdiction. Generally, BJA would expect this to be the chief executive of the jurisdiction. Additional documentation may be requested by BJA to determine signing authority. A [sample MOU](#) is available. If the MOU is missing or incomplete, BJA will issue an award agreement, but funds will be withheld until a properly executed MOU is submitted.
- BWC Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the direct recipient is proposing to use funds for

BWC but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.

- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the direct recipient is proposing to use funds for body armor but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program. See [Budget Worksheet and Budget Narrative](#) for more information and link to the form. If the application is proposing to use funds for ERPO but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request, as detailed in the [JAG Prohibited Expenditure Guidance](#). A JAG applicant may submit a waiver request with its application, by attaching the letter described in the Guidance document in the “Procedures,” #2. If the application is proposing to use funds for a JAG prohibited expenditure but the waiver request is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a waiver request is submitted and approved via grant award modification (GAM).
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget. See [Budget Worksheet and Budget Narrative](#) for more information and link to the UAS certification. If the application is proposing to use funds for UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a UAS certification is submitted and approved via grant award modification (GAM).
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget. See [Budget Worksheet and Budget Narrative](#) for more information and link to the C-UAS certification. If the application is proposing to use funds for C-UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a C-UAS certification is submitted and approved via grant award modification (GAM).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of \$100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) 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. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter “No.” By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications: Review the DOJ document [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies](#). An applicant must review and sign the certification document in JustGrants. See the [Application Resource Guide](#) for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Submission Dates & Times

Refer to [Basic Information: Key Dates and Times](#) for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the “Certify and Submit” feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

- 1. Contact the relevant help desk to report the issue and receive a tracking number.**

See [Basic Information: Contact Information](#) for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

- 2. If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

- A description of the technical difficulties experienced (provide screenshots if applicable).
- A timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a “manual” submission of the application).
- The applicant’s unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the “Experiencing Technical Issues” section in the [Application Resource Guide](#).



APPLICATION REVIEW

Review Process and Criteria

OJP will review applications to ensure the applicant is eligible to receive JAG formula funding per the [JAG Allocations](#); and that information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the [OJP Grant Application Resource Guide](#) for information on the application review process for formula grants.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the “Application Review” section. For additional information on the application review process, see the [Application Resource Guide](#).



AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the [Application Resource Guide](#) for information on award notifications and instructions.



POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual (Category 2) or annual (Category 1) performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Quarterly DCRA reports.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

Performance Measure Reporting

Award recipients are required to submit quarterly performance measure data in the Performance Measurement Tool (PMT) and separately submit semi-annual or annual performance reports in JustGrants depending on the category. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (e.g., programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of

1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's [Legal Overview—FY 2025 Awards](#) webpage under the “Civil Rights Requirements” section. Additional resources are available from the [OJP Office for Civil Rights](#).

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's [Partnerships with Faith-Based and Other Neighborhood Organizations](#) webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than \$500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the [Reporting Requirements page](#) for more information.



OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the [Application Resource Guide](#) section “Information Regarding Potential Evaluation of Programs and Activities.”

Freedom of Information and Privacy Act

See the [Application Resource Guide](#) for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.



APPLICATION CHECKLIST

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

This application checklist has been created as an aid in developing an application. For more information, reference the “[OJP Application Submission Steps](#)” in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

SAM.gov Registration/Renewal

- Confirm that your entity’s registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see [Application Resource Guide](#)).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under “[OJP Application Submission Steps](#)” in the [Application Resource Guide](#)).
- Sign up for Grants.gov email notifications (optional) (see [Application Resource Guide](#)).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see [Eligibility: Eligible Applicants](#)).
- Confirm your proposed budget is within the allowable limits (see [Basic Information: Funding Details](#)), includes only allowable costs (see [Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative](#)), and includes cost sharing if applicable (see [Eligibility: Cost Sharing/Match Requirement](#)).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see [Program Description: Performance Measures](#)).
- Review the “[Legal Overview—FY 2025 Awards](#)” in the [OJP Funding Resource Center](#) and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under “Listing of Costs Requiring Prior Approval” in the [DOJ Grants Financial Guide](#) or see the [Application Resource Guide](#).

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review.
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
 - A submission receipt
 - A validation receipt
 - A grantor agency retrieval receipt
 - An agency tracking number assignment

If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov and the OJP Response Center at 800-851-3420 or OJP.ResponseCenter@usdoj.gov regarding technical difficulties (see the [Application Resource Guide](#) section on “[Experiencing Unforeseen Technical Issues](#)”).

- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
 - Entity and User Verification (first-time applicants)
 - Standard Applicant Information
 - Proposal Abstract
 - Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
 - JAG Survey
- Upload the Proposal Narrative.
- Upload the Budget Worksheet and Budget Narrative attachment.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
 - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
 - Disclosure of Duplication in Cost Items
 - DOJ Certified Standard Assurances
 - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the “Certify and Submit” screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the [Application Resource Guide](#) for additional information.



Meeting Date: June 16, 2026
Item #: 8

Contact Name: Scott Nylander
Contact Number: Ext. 3315

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: Approval for Crossing Guard Services with All City Management Services. (Police Chief Ogburn)

Background Summary:

The Ocoee Police Department's current crossing guard contract with All City Management Services expires on June 30, 2026. The Police Department is seeking approval to renew the contract for an additional three-year term. The renewed contract will commence on or about July 1, 2026, and expire on June 30, 2029.

During the first contract year (2026–2027), the City agrees to pay the Contractor for services rendered pursuant to this Agreement at the rate of twenty-seven dollars and forty-nine cents (\$27.49) per hour, per Crossing Guard, for the period of July 1, 2026, through September 30, 2026. Effective October 1, 2026, through June 30, 2027, the hourly rate will increase to twenty-eight dollars and eighty-six cents (\$28.86) per Crossing Guard. The total cost for the 2026–2027 school year shall not exceed four hundred thousand sixty-two dollars (\$400,062.00), unless the Contractor fails to perform the required services. Funding for the period of October 1, 2026, through June 30, 2027, is included in the proposed Fiscal Year 2026–2027 budget.

For the period of July 1, 2027, through September 30, 2027, the City agrees to pay the Contractor at the rate of twenty-eight dollars and eighty-six cents (\$28.86) per hour, per Crossing Guard. Funding for this period is included in the Fiscal Year 2026–2027 budget. Effective October 1, 2027, through June 30, 2028, the hourly rate will increase to thirty dollars and thirty cents (\$30.30) per Crossing Guard. The total cost for the 2027–2028 school year shall not exceed four hundred twenty thousand eighteen dollars (\$420,018.00), unless the contractor fails to perform the required services. Funds will be budgeted as necessary to support crossing guard staffing and related resources.

For the period of July 1, 2028, through September 30, 2028, the City agrees to pay the Contractor at the rate of thirty dollars and thirty cents (\$30.30) per hour, per Crossing Guard. Effective October 1, 2028, through June 30, 2029, the hourly rate will increase to thirty-one dollars and eighty-two cents (\$31.82) per Crossing Guard. The total cost for the 2028–2029 school year shall not exceed four hundred forty-one thousand sixty-seven dollars (\$441,067.00), unless the Contractor fails to perform the required services. Funds will be budgeted as necessary to support crossing guard staffing and related resources.

The hourly rate is fully inclusive of recruitment, background screening, training, equipment, insurance, supervision, and management services. The Ocoee Police Department will continue to designate a liaison to coordinate with All City Management Services on operational matters and any future crossing-guard staffing needs.

Issue:

Should the Honorable Mayor and City Commission approve a three-year crossing guard contract with All City Management Services?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve a three-year crossing guard contract with All City Management Services.

Attachments:

1. Ocoee PD Service Contract
2. Ocoee, FL Renewal Letter 2026-2029

Financial Impacts:

School Year 2026-2027 will cost \$400,062.00

School Year 2027-2028 will cost \$420,018.00

School Year 2028-2029 will cost \$441,067.00

The funding for this program will be budgeted from GL 001-521-00-3400.

Type of Item: Consent



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May 25, 2026, and is between the CITY OF OCOEE (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation authorized to do business in the State of Florida (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for an initial term which commences on or about July 1, 2026, and ends on June 30, 2029 and for such term thereafter as the parties may agree upon written amendment to this contract. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating affective date of assessment.
2. The Contractor will provide personnel equipped and trained (by an FDOT certified Trainer) in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City’s’ representative in dealing with the Contractor shall be designated by the City of Ocoee Police Chief.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement. Effective July 1, 2026 if the Contractor fails to supply an immediate replacement and the City provides a temporary replacement, any period of time; the Contractor shall reimburse the City the going rate for a detail officer which is \$53.00 per hour for a minimum of 1.5 hours.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under the City’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) Contractor will promptly pay any judgement rendered against the City, its officers, agents, or employees for any such claims, damages, penalties, obligations, or liabilities.
 - c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

- d) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of the City, liability will be apportioned between Contractor and the City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify the City will be limited accordingly.
 - e) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to The City for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$9,000,000 (Nine Million Dollars).
 - f) Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 7468.28 Florida Statutes. Except for the enforcement of the express provisions of the Agreement, the City of Ocoee shall maintain all rights, privileges, and immunities of sovereign immunity, including but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes.
- 12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
 - 13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.
 - 14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of twenty-seven dollars and forty-nine cents **(\$27.49)** per hour, per Crossing Guard for the term of 07/01/2026 – 09/30/2026. The rate will change to twenty-eight dollars and eighty-six cents **(\$28.86)** per hour, per Crossing Guard for term of 10/01/2026 – 06/30/2027. Based on a minimum of twenty-nine **(29)** sites and upon a projected **(13,995)** hours of service the cost shall not exceed four hundred thousand sixty-two dollars **(\$400,062.00)** for the 2026- 2027 school year, unless Contractor fails to perform service.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of twenty-eight dollars and eighty-six cents **(\$28.86)** per hour, per Crossing Guard during the term of 07/01/2027 – 09/30/2027. The rate will change to thirty dollars and thirty cents **(\$30.30)** per hour, per Crossing Guard for term of 10/01/2027 – 06/30/2028. Based on a minimum of twenty- nine **(29)** sites and upon a projected **(13,995)** hours of service the cost shall not exceed four hundred twenty thousand eighteen dollars **(\$420,018.00)** for the 2027- 2028 school year, unless Contractor fails to perform service.

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of thirty dollars and thirty cents **(\$30.30)** per hour, per Crossing Guard during the term of 07/01/2028 – 09/30/2028. The rate will change to thirty-one dollars and eighty-two cents **(\$31.82)** per hour, per Crossing Guard for term of 10/01/2028 – 06/30/2029. Based on a minimum of twenty- nine **(29)** sites and upon a projected **(13,995)** hours of service the cost shall not exceed four hundred forty-one thousand sixty-seven dollars **(\$441,067.00)** for the 2028- 2029 school year, unless Contractor fails to perform service.

15. All invoices will be paid by the City in accordance with the Florida Prompt Payment Act following receipt of Contractors' properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt.
17. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, MELANIE SIBBITT, CITY CLERK, AT **(407) 554-7056**, **MSIBBITT@OCOOE.ORG**, CITY HALL, 1 NORTH BLUFORD AVENUE, OCOEE, FLORIDA 34761.

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

1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 4. 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency
19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all

parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

APPROVED:

THE CITY

CONTRACTOR

City of Ocoee, Florida

All City Management Services, Inc.

By _____
Rusty Johnson, Mayor

By _____
Brian Brooks, Chief Operating Officer

ATTEST:

Melanie Sibbitt, City Clerk

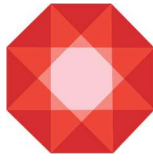
(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND LEGALITY this
____ day of _____, 2026.

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD ON
_____ UNDER AGENDA No. _____

FISHBACK DOMINICK

BY: _____
Richard S. Geller, City Attorney



ALL CITY MANAGEMENT SERVICES

March 26, 2026

Scott Nylander – Deputy Chief of Police
Ocoee Police Department
646 Ocoee Commerce Pkwy. Ocoee, FL 34761

Dear Deputy Chief Nylander,

As many agencies begin preparing budgets, we would like to confirm our interest in extending our agreement for School Crossing Guard Services through the 2026–2029 school year. Enclosed is a Client Worksheet detailing the updated hourly billing rate and a projection of your annual program cost based on current post locations and service hours.

Each year, we conduct a comprehensive review of the factors that influence the cost of providing a safe and fully compliant School Crossing Guard Program. For the upcoming term, the most significant driver of increased expenses is substantial nationwide increases in insurance premiums. These increases are directly tied to the well-documented risks associated with crossing-guard duties.

Recent research found that the job of a crossing guard has become increasingly dangerous and ranks among the top 5 deadliest occupations in the United States. According to a major Associated Press review of nearly 200 police departments, at least 230 school crossing guards across 37 states were struck by vehicles over the past decade, and nearly three dozen were killed.

These realities—documented fatality rates, rising injury claims, and a high-risk job profile—are directly reflected in the premium increases issued by insurance carriers. As a result, ACMS is experiencing materially higher costs to maintain the essential General Liability and Workers' Compensation coverage required to operate a safe, compliant, and responsibly insured program.

We remain fully committed to providing a safe, reliable, and professional School Crossing Guard Program for your community. We value our partnership and hope you will find the updated rate both reasonable and necessary to sustain the high safety and coverage standards your program deserves. If you have any questions or need further information, please contact me at (800) 540-9290.

Thank you for your continued partnership,

Brian Brooks
Chief Operating Officer

“Keeping Kids Safe”



All City Management Services Inc.

Client Worksheet 2026 - 2027

Department:

2200801

Ocoee, FL - City of

Billing Rate for 2026/2027:

\$27.49

\$28.86

Sites with Traditional Calendar

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
9 Sites @ 2.250 hrs/day, 5 days/wk (9 sites x 2.25 hrs/day x 36 days/yr)	729	X	\$27.49	=	\$20,040.21
10 Sites @ 2.00 hrs/day, 5 days/wk (10 sites x 2.00 hrs/day x 36 days/yr)	720	X	\$27.49	=	\$19,792.80
10 Sites @ 3.75 hrs/day, 5 day/wk (10 sites x 3.75 hrs/day x 36 days/yr)	1350	X	\$27.49	=	\$37,111.50

Pricing for 7/1/2026 - 9/30/2026 \$ 76,944.51

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
9 Sites @ 2.250 hrs/day, 5 days/wk (9 sites x 2.25 hrs/day x 144 days/yr)	2916	X	\$28.86	=	\$84,155.76
10 Sites @ 2.00 hrs/day, 5 days/wk (10 sites x 2.00 hrs/day x 144 days/yr)	2880	X	\$28.86	=	\$83,116.80
10 Sites @ 3.75 hrs/day, 5 day/wk (10 sites x 3.75 hrs/day x 144 days/yr)	5400	X	\$28.86	=	\$155,844.00

Pricing for 10/1/2026 - 6/30/2027 \$ 323,116.56

Total School Year Projected Cost \$ 400,061.07

TOTAL ANNUAL

PROJECTED HOURS

PROJECTED COST



All City Management Services Inc.

Client Worksheet 2027 - 2028

Department:

2200801

Ocoee, FL - City of

Billing Rate for 2027/2028:

\$28.86

\$30.30

Sites with Traditional Calendar

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
9 Sites @ 2.250 hrs/day, 5 days/wk (9 sites x 2.25 hrs/day x 36 days/yr)	729	X	\$28.86	=	\$21,038.94
10 Sites @ 2.00 hrs/day, 5 days/wk (10 sites x 2.00 hrs/day x 36 days/yr)	720	X	\$28.86	=	\$20,779.20
10 Sites @ 3.75 hrs/day, 5 day/wk (10 sites x 3.75 hrs/day x 36 days/yr)	1350	X	\$28.86	=	\$38,961.00

Pricing for 7/1/2027 - 9/30/2027 \$ 80,779.14

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
9 Sites @ 2.250 hrs/day, 5 days/wk (9 sites x 2.25 hrs/day x 144 days/yr)	2916	X	\$30.30	=	\$88,354.80
10 Sites @ 2.00 hrs/day, 5 days/wk (10 sites x 2.00 hrs/day x 144 days/yr)	2880	X	\$30.30	=	\$87,264.00
10 Sites @ 3.75 hrs/day, 5 day/wk (10 sites x 3.75 hrs/day x 144 days/yr)	5400	X	\$30.30	=	\$163,620.00

Pricing for 10/1/2027 - 6/30/2028 \$ 339,238.80

Total School Year Projected Cost \$ 420,017.94

TOTAL ANNUAL

PROJECTED HOURS

PROJECTED COST



All City Management Services Inc.

Client Worksheet 2028 - 2029

Department:

2200801

Ocoee, FL - City of

Billing Rate for 2028/2029:

\$30.30

\$31.82

Sites with Traditional Calendar

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
9 Sites @ 2.250 hrs/day, 5 days/wk (9 sites x 2.25 hrs/day x 36 days/yr)	729	X	\$30.30	=	\$22,088.70
10 Sites @ 2.00 hrs/day, 5 days/wk (10 sites x 2.00 hrs/day x 36 days/yr)	720	X	\$30.30	=	\$21,816.00
10 Sites @ 3.75 hrs/day, 5 day/wk (10 sites x 3.75 hrs/day x 36 days/yr)	1350	X	\$30.30	=	\$40,905.00

Pricing for 7/1/2028 - 9/30/2028 \$ 84,809.70

Calendar Groups	Hours/Year		Hourly Billing Rate		Group Total
9 Sites @ 2.250 hrs/day, 5 days/wk (9 sites x 2.25 hrs/day x 144 days/yr)	2916	X	\$31.82	=	\$92,787.12
10 Sites @ 2.00 hrs/day, 5 days/wk (10 sites x 2.00 hrs/day x 144 days/yr)	2880	X	\$31.82	=	\$91,641.60
10 Sites @ 3.75 hrs/day, 5 day/wk (10 sites x 3.75 hrs/day x 144 days/yr)	5400	X	\$31.82	=	\$171,828.00

Pricing for 10/1/2028 - 6/30/2029 \$ 356,256.72

Total School Year Projected Cost \$ 441,066.42

TOTAL ANNUAL

PROJECTED HOURS

PROJECTED COST



Meeting Date: June 16, 2026
Item #: 9

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

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Authorize a One-Year Contract Extension with CHA Consulting for RFQ #20-006 Utility Modeling and Minor Utility Studies. (Procurement Manager Tolbert)

Background Summary:

The City of Ocoee entered into an Agreement for Continuing Engineering Services for Utility Modeling and Minor Utility Studies (RFQ #20-006) with CHA Consulting effective September 15, 2020, for a five-year term to provide professional engineering services related to utility system modeling and minor utility studies on an as-needed basis. The agreement included a one-year optional renewal, which had been exercised, and the contract is scheduled to expire on September 14, 2026.

Utilities staff continues to utilize CHA Consulting for ongoing utility modeling and engineering support services. Several active assignments and projects remain underway under the existing agreement and are anticipated to extend beyond the current contract expiration date. To ensure continuity of services, avoid disruption to ongoing work, and allow sufficient time for completion of existing task orders and projects, the City has requested that CHA Consulting agree to a one-year contract extension.

The proposed First Amendment extends the agreement for an additional twelve (12) months, through September 14, 2027, under the same terms and conditions of the existing contract. The extension will provide the City with continued access to engineering expertise while allowing current projects to be completed in an efficient and cost-effective manner.

Issue:

Should the Honorable Mayor and City Commission extend the term of RFQ #20-006 Continuing Engineering Services for Utility Modeling and Minor Utility Studies contract for an additional one (1) year optional renewal until September 14, 2027?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:

1. Approve the one (1) year extension for RFQ #20-006 Continuing Engineering Services for Utility Modeling and Minor Utility Studies for the existing term contract with CHA Consulting, with a new contract expiration date of September 14, 2027.
2. Authorize the Mayor, City Clerk, and staff to execute all necessary contract documents with this firm.
3. Authorize the City Manager to approve change orders to this contract up to the limit of his purchasing authority for each change order.

Attachments:

1. Contract
2. Contract Extension

Financial Impacts:

There is no financial impact associated with this amendment. Services will continue to be authorized on an as-needed basis through individual task orders and funded from approved departmental budgets.

Type of Item: Consent



May 4, 2021

Via E-mail Only

Jamie Croteau, Director of Utilities
City of Ocoee
150 North Lakeshore Drive
Ocoee, Florida 34761
JCroteau@ocoe.org

Dear Ms. Croteau:

As you may know, Reiss Engineering, Inc. ("Reiss") was acquired by CHA Consulting, Inc. ("CHA") in early 2021, expanding CHA's water resources team and capabilities to support the growing infrastructure needs of our collective clients. CHA is an innovative, full-service engineering consulting and construction management firm that has been providing professional engineering services for more than a half-century. Over the past few years, CHA has grown significantly, and was ranked 53rd of the top 500 design firms in the United States in 2021 by Engineering News Record. Now, with more than 1,300 staff in 40 offices throughout the United States and Canada, CHA and its family of companies offers engineering, architectural, survey, construction phase and other services necessary to complete projects on time and within budget.

The former Reiss staff have been fully integrated and will soon rebrand as CHA. As soon as practicable, CHA and Reiss would like to assign Reiss' active contracts to CHA. The professionals providing the services under those contracts will remain the same; the resources they can call upon, however, will expand significantly. If you consent to the assignment, please have the appropriate person execute the attached document and return a PDF copy to Nikki C. Dames, Assistant General Counsel, via e-mail at ndames@chacompanies.com. She is also available to answer any assignment-related questions you may have.

Our goal is to make this transition as seamless as possible for you. If you have any questions regarding CHA's acquisition of Reiss or the services CHA can offer, please contact Edward H. Talton, Jr. by e-mail at ehtalton@reisseng.com.

Sincerely,

CHA CONSULTING, INC.

A handwritten signature in black ink, appearing to read "John Hensley, Jr.", written over a horizontal line.

John Hensley, Jr.
Infrastructure Sector President
Executive Vice President

REISS ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Robert Reiss", written over a horizontal line.

C. Robert Reiss
President

CONSENT TO ASSIGNMENT OF CONTRACTS

City of Ocoee hereby consents to the assignment of the following agreement(s) from Reiss Engineering, Inc. to CHA Consulting, Inc., effective April 1, 2021:

Agreement Name

Continuing Consulting Agreement for Professional Engineering Services

Date

September 15, 2020

City of Ocoee

By: See City Signature Page
(Signature)

Name: _____

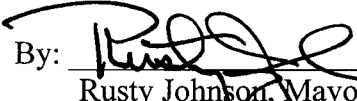
Title: _____

Date: _____

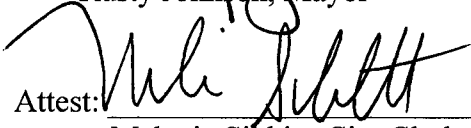


CITY:

CITY OF OCOEE, FLORIDA

By: 

Rusty Johnson, Mayor

Attest: 

Melanie Sibbitt, City Clerk

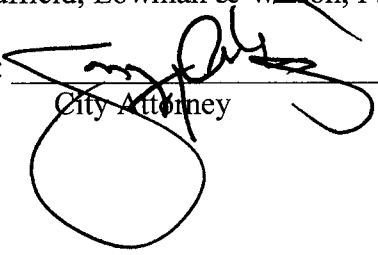
(SEAL)

**APPROVED BY THE CITY OF OCOEE
COMMISSION AT A MEETING HELD
ON May 19, 2021 UNDER
AGENDA ITEM NO. 14.**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA.**

Approved as to form and legality
this 18th day of May, 2021.

Shuffield, Lowman & Wilson, P.A.

By: 

City Attorney

**CONTINUING CONSULTING AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made and entered into this 15th day of September, 2020
by and between the **CITY OF OCOEE, FLORIDA**, a political subdivision of the State of
Florida, hereinafter referred to as "CITY", and **REISS ENGINEERING INC.**, a Florida
corporation, hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY needs professional engineering services for water utility
modeling and minor utility studies to be performed on a continuing and periodic basis as the
need for such services may arise; and

WHEREAS, the CITY desires to employ the CONSULTANT in connection with the
professional engineering services required, upon the terms and conditions hereinafter set forth,
and the CONSULTANT is desirous of performing such services upon said terms and conditions;
and

WHEREAS, the CITY shall have the option to use the CONSULTANT's professional
engineering services ("Services"), as further described below, for City projects (hereinafter
referred to as "Project" or "Projects"); and

WHEREAS, the City has selected the CONSULTANT in accordance applicable law and
the rules and ordinances of the City, and this Contract shall constitute a continuing contract to
perform services on an as needed basis over a period of time;

NOW, THEREFORE, in consideration of the mutual covenants and agreements
hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION I

SCOPE OF SERVICES

1. CONSULTANT hereby agrees to perform for CITY engineering services for the CITY. The scope of work to be performed through task orders issued under the continuing contract may consist of, but will not necessarily be limited to: potable water, reclaimed water, and sanitary sewer utility modeling services and associated utility studies within the Ocoee utility Services Area (present and/or future) in western Orange county, as requested by the CITY. Consultant will assist the City in developing and maintaining hydrological models for potable water, reclaimed water, and sanitary sewer systems including collection, distribution, and transmission components. Work shall also include reviewing developmental impacts to utilities system and making recommendations for developer's associated improvements. The Consultant's initial task may be to evaluate existing available information and make recommendations as to the modeling software to be used in both the firm's and the City's efforts. Consultant's tasks will include recommendation of model parameters, transfer of City utility system into the modeling environment, compilation of data required by the model, formation of alternative networks, model operation, and other services associated with municipal utility modeling. The Consultant shall not be eligible for other Utility professional services with the City of Ocoee during the length of the contract.

2. CONSULTANT shall perform such services in accordance with the terms and conditions of this Contract and with applicable regulations and requirements of all interested government agencies. It is expressly understood, however, that the CITY shall have no obligation to authorize CONSULTANT to perform any services under this Contract, and may, in its sole discretion, retain other consultants to perform any or all of the services authorized under this Contract.

3. CONSULTANT shall utilize sufficient qualified personnel acceptable to the CITY to perform all services under this contract and any Services Authorization issued hereunder. CONSULTANT shall promptly remove any person from performing services as the CITY shall request in writing (which request may be made by the CITY with or without cause), and promptly replace such person with a person who shall be approved in writing by the CITY. CONSULTANT agrees to include a similar provision in its agreements with any and all Subconsultants.

SECTION II

TERM

1. Continuing Contract. This Agreement shall continue in full force for a period of five (5) separate terms, each of one (1) year duration, beginning on September 15, 2020. Each one-year term shall automatically be renewable for the next succeeding one-year term with the condition that the CITY'S obligation to pay under this Agreement for each year is contingent upon the CITY in its good faith judgment having sufficient funds to make an annual appropriation for the Services to be provided under this Agreement. The Agreement shall continue in full force and effect from the date first written above or until terminated in accordance with this Agreement. The CITY shall have the option of extending the term an additional one (1) year. The above time periods may be extended to complete Services being rendered under a Project that has already been identified in a Services Authorization issued prior to the expiration of the Agreement.

2. The CITY shall, from time to time at its sole discretion, authorize the CONSULTANT in writing to provide Services under this Agreement by issuing a Services Authorization. A Services Authorization shall, by mutual agreement of the parties, set forth, (1) the Scope of Services, (2) the time for performance, (3) method and amount of compensation,

(4) the items to be provided to the CITY, and (5) the services, information and data that can be provided by the CITY to the CONSULTANT.

3. The CITY does not guarantee, warrant, or represent that any number of Projects or any particular type of Project will be assigned to the CONSULTANT under the terms of this Agreement. Furthermore, the purpose of this Agreement is not to authorize a specific Project, but to set forth certain duties, obligations, rights, and responsibilities that may be incorporated by reference into any Services Authorization that may be mutually agreed to by the parties. The CITY shall have the sole discretion to select the Project(s), if any, that may be given to the CONSULTANT.

4. The CONSULTANT shall perform any and all Services in a timely, efficient and cost-effective manner and in a manner that comports with the standards of professional engineering services ordinarily exercised by reputable members of Consultant's profession.

SECTION III

COMPENSATION

1. **Method of Payment:** For services rendered by CONSULTANT under a Services Authorization, the CITY shall pay CONSULTANT by one of the following methods: (i) a lump sum amount; or (ii) per diem or hourly rates which shall be used as the basis, along with reimbursable expenses, for establishing a guaranteed maximum price ("GMP") which shall not be exceeded. For Services Authorizations issued with a GMP, the CITY shall reimburse CONSULTANT for the cost of permissible out-of-pocket expenses (hereinafter referred to as "Reimbursable Expenses") incurred by CONSULTANT in the performance of services. A Reimbursable Expenses budget, if required, shall be included within each Services Authorization priced on a GMP basis. Reimbursable Expenses means the actual, necessary, and reasonable expenses incurred directly or indirectly in connection with the Project and may include expenses for reproduction, presentation materials and supplies, photography and video, travel outside of

Orange and Seminole Counties, postage, overnight or express mail, long distance telephone, and facsimile costs. Travel expenses shall be submitted in accordance with Florida Statute § 112.061 (2008). Travel and per diem charges shall not exceed the limits allowed under applicable Florida Statutes.

2. CONSULTANT shall submit to CITY the invoices of CONSULTANT, in detail sufficient for a proper preaudit and postaudit thereof.

3. CITY shall pay CONSULTANT not later than thirty (30) calendar days of its receipt of CONSULTANT'S invoices, unless, within the 30-day period, the CITY, 1) notifies CONSULTANT of an objection to the PAYMENT amount, and 2) either provides CONSULTANT with a determination of the proper PAYMENT, or requests further information from CONSULTANT so that a proper PAYMENT can be calculated and agreed upon by the parties.

4. The CITY's objection to the PAYMENT amount shall be accompanied by the CITY's remittance of any undisputed portion of the PAYMENT.

5. Upon the termination of this AGREEMENT, CONSULTANT shall prepare a final and complete payment statement for all SERVICES and reimbursable expenses incurred since the posting of the last payment statement, and through the date of termination. CONSULTANT also agrees to maintain, and to cause each of its subcontractors to maintain complete and accurate books and records (BOOKS) in accordance with sound accounting principles and standards, in a form acceptable to the CITY, and relating to all SERVICES and related costs and expenditures to the CITY that have been contracted for and paid during the life of this AGREEMENT. The BOOKS shall identify the SERVICES rendered during each month of this AGREEMENT, the date that each PROJECT expense was incurred, and whether the expense was SERVICE or reimbursable-related.

6. The BOOKS may (but need not) be kept separate and apart from CONSULTANT's other books; but the CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the BOOKS for the purpose of verifying the accuracy of any payment statement.

7. CONSULTANT shall retain the BOOKS, and make them available to the CITY as specified above, until the later of five (5) years after the date of termination of this AGREEMENT, or five (5) years from the date of the final payment statement (of the PROJECT) prepared for the CITY, or such longer time if required by any federal, state, or other governmental law, regulation, policy, or contractual or grant requirement or provision.

8. When the CITY has reasonable grounds for belief (or information to believe) that, 1) CONSULTANT will be unable to perform the SERVICES; or 2) a pending or meritorious claim exists against CONSULTANT or the CITY arising out of CONSULTANT's negligence or CONSULTANT's breach of any provision of this AGREEMENT; then the CITY may withhold a payment otherwise due and payable to CONSULTANT. This provision is intended solely for the benefit of the CITY.

9. The acceptance by CONSULTANT, its successors, or assigns, of any final payment due upon the termination of this AGREEMENT, shall constitute a full and complete release of the CITY from any and all claims, demands, or causes of action whatsoever that CONSULTANT, its successors, or assigns may have against the CITY under the provisions of this AGREEMENT.

SECTION IV

INDEMNIFICATION AND INSURANCE

1. Indemnification. The CONSULTANT shall indemnify, defend and hold harmless the City, its representatives, employees, and elected and appointed officials, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent

caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the CONSULTANT in the performance of any professional services rendered under this Agreement or any Services Authorization issued pursuant to this Agreement. For purposes of compliance with Florida law, CONSULTANT acknowledges that this provision shall be deemed a part of the project specifications or the bid documents.

2. Insurance The CONSULTANT shall purchase, maintain, and keep in full force, effect, and good standing, such insurance that is further described below, and any other insurance necessary to fully protect it from claims of the nature that are detailed below, that may arise out of, or result from, the CONSULTANT's operations, performance, or Services, or all of these things, or any of these things in combination (CONSULTANT's Operations), whether the CONSULTANT's Operations are by the CONSULTANT, any of its agents or Subconsultants, or anyone for whose act or acts it may be liable. The CONSULTANT'S insurance carrier shall be licensed to do business in the State of Florida and shall have an A.M. Best Rating of A or better. The insurance required by this Subsection shall be written for not less than the limits of liability specified below, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the CONSULTANT's obligation under this Agreement.

3. The CONSULTANT shall provide evidence of insurance in the form of a certificate of insurance issued on behalf of the City of Ocoee by companies acceptable to the City at the following minimum limits and coverage's with deductible amounts acceptable to the City. The CONSULTANT shall not commence any work in connection with this contract or any applicable Services Authorization until all of the following types of insurance have been obtained and such insurance has been approved by the City, nor shall the CONSULTANT allow any Sub-consultant to commence work on a subcontract until all similar insurance required of the sub-consultant has been so obtained and approved. Policies 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 rating deemed acceptable to the City. Policies for Workers' Compensation may be issued by companies authorized by applicable Florida law. The following insurance requirements are also applicable:

a) Deductible Clause: The payment of such deductible, if any, shall be the sole responsibility of the CONSULTANT and/or sub-consultant providing such insurance.

b) Workers' Compensation Insurance: The CONSULTANT shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits as required by law for all the Consultant's employees connected with the work of this project and, in the event any work is sublet, the CONSULTANT shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the City is not protected under the Workers' Compensation statute, the CONSULTANT shall provide, and cause each sub-consultant to provide adequate insurance, satisfactory to the City, for the protection of the CONSULTANT's employees not otherwise protected. The policy shall include an appropriate waiver of subrogation provision in favor of the CITY.

c) Public Liability and Property Damage Insurance: During the life of this Agreement the CONSULTANT shall maintain COMMERCIAL AUTOMOBILE COVERAGE, this policy should name the City of Ocoee as an additional insured, and shall protect the CONSULTANT from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT, and the amounts of such insurance shall be the minimum limits as follows:

d) Automobile Bodily Injury Liability & Property Damage Liability

The policy and coverages shall include:

- \$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

e) Comprehensive General Liability (Occurrence Form) - This policy should name the City of Ocoee as an additional insured and should indicate that the insurance of the CONSULTANT is primary and not contributory over the insurance of the City of Ocoee. The policy and coverage shall include:

- \$2,000,000 GENERAL AGGREGATE
- \$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- \$1,000,000 PER OCCURRENCE
- \$1,000,000 PERSONAL & ADVERTISING INJURY
- Include Waiver of Subrogation in favor of the City of Ocoee

f) Subconsultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The CONSULTANT shall require each subconsultant to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of these subconsultants in the CONSULTANT's policy, as specified above.

g) Contractual Liability - Work Contract: The CONSULTANT's insurance shall also include contractual liability coverage. **NOTE: THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE.**

- \$1,000,000 PER OCCURRENCE
- \$2,000,000 AGGREGATE

h) Professional Liability Insurance: \$1,000,000.00 (Design Errors and Omission)

i) Certificates of Insurance: The CONSULTANT shall provide a Certificate of Insurance Form, naming the City of Ocoee as an additional insured upon being issued any Services Authorization under this Agreement. This certificate shall be dated and show: (1) the name of the Insured CONSULTANT, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, its termination date; and (2) a statement that the Insurer shall mail notice to the Owner prior to any material changes in provisions or cancellation of the policy.

4. City As Additional Insured. The CITY shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's Compensation and Professional Liability errors and omissions insurance. Furthermore, all other insurance policies pertaining to the Services to be performed under this Agreement shall memorialize that the CONSULTANT's, or the CONSULTANT's Subconsultant's, or all of these entities' (Primary Insureds) insurance, shall apply on a primary basis, and that any other insurance maintained by the CITY shall be in excess of and shall not contribute to or be commingled with the Primary Insured's insurance.

5. CITY's Right to Inspect Policies. The CONSULTANT shall, in the event of a material claim, upon thirty (30) days' written request from the CITY, deliver copies to the CITY of any or all insurance policies that are required in this Agreement.

SECTION V

TERMINATION

1. Termination Without Cause. This Agreement may be terminated by either party by delivering a thirty (30) written notice to the other party. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or any act or event occurring prior to the termination, shall not be deemed to be terminated or released. The CONSULTANT shall be paid for Services completed prior to receipt of the termination notice and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to the CONSULTANT will exclude any and all anticipated supplemental costs, administrative expenses, overhead and profit on uncompleted Services.

2. Termination for Cause. In addition to any other termination provisions that may be provided in this Agreement, the CITY may terminate this Agreement, or any Services Authorization issued under this Agreement, in whole or in part, if the CONSULTANT (1) makes a willfully false payment statement; (2) substantially fails to perform any material obligation under this Agreement or Services Authorization and does not remedy the failure within five (5) calendar days after receipt by the CONSULTANT of written demand by the CITY, or (3) refuses to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from § 24(a) of Article I of the State Constitution and Florida Statutes § 119.07(1). The CONSULTANT may terminate this Agreement or any Services Authorization issued under this Agreement, if the CITY fails to perform any material obligation under this Agreement, and does not remedy the failure within fifteen (15) calendar days after receipt by the CITY of written demand from the CONSULTANT.

3. Upon termination of this Agreement for Cause by the CITY, the City may pay the CONSULTANT for those Services actually rendered and contracted for under a Services Authorization, and those reasonable and provable expenses required by any Services Authorization and actually incurred by the CONSULTANT for Services prior to the effective date of termination. Such payments, however, shall be, 1) reduced by an amount equal to any additional costs and damages incurred by the CITY as a result of the default(s) of the CONSULTANT, including all incidental and consequential fees and expenses.

4. Delivery of Materials Upon Termination. In the event of termination of this Agreement (or any Services Authorization) by the CITY, prior to the CONSULTANT's satisfactory completion of all the Services described or alluded to herein, the CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, with one (1) copy of the following items (Documents), any or all of which may have been produced prior to and including the date of termination: data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONSULTANT, or by any Subconsultant, in rendering the Services described herein, and not previously furnished to the CITY by the CONSULTANT pursuant to this Agreement, or any Services Authorization. The Documents shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. The CONSULTANT shall also require that all such Subconsultants agree in writing to be bound by the provisions of this Subsection.

SECTION VI

SUSPENSION

The CITY has the right to suspend the CONSULTANT's Services (in whole or in part) rendered under this Agreement or any Services Authorization. However, if the CITY suspends

the CONSULTANT's Services pursuant to any Services Authorization, the CITY will add to the period of service for such Services Authorization a period not less than the duration of such suspension and compensate the CONSULTANT for the reasonable and provable additional costs it has incurred as a direct and proximate result of such suspension.

SECTION VII

NOTICES

1. All notices denominated as such by this Agreement, or the City Code, or Florida law, required to be given to the CONSULTANT hereunder shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, addressed to:

Edward Talton
1016 Spring Villas Pt.
Winter Springs, FL 32708

2. All notices required to be given to the CITY shall be in writing, and shall be given by hand-delivery or United States mail, postage prepaid, to the CITY at:

CITY OF OCOEE
150 North Lakeshore Drive
Ocoee, Florida 34761
Attention: Purchasing Agent

A copy of the notice shall be provided to the City of Ocoee, Utilities Director.

3. A party shall be permitted to substitute its contact person or change its address, for the purposes of this Subsection, by written notice to the other party given in accordance with the provisions of this Section.

SECTION VIII

CONFLICTS OF INTEREST

The CONSULTANT represents and warrants unto the CITY that no officer, employee, or agent of the CITY has any interest, either directly or indirectly, in the business of the CONSULTANT to be conducted hereunder.

SECTION IX

WAIVER OF CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL THE CITY BE LIABLE TO CONSULTANT OR TO ANY THIRD PARTY FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE; NOR SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONSULTANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONSULTANT OR BY THE CITY UNDER THIS AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THIS AGREEMENT.

SECTION X

MATERIALS AND DATA

1. All data, field notes, inspector's reports, job files, test reports, contract plans and specifications used to record as-built (or other) conditions, copies of shop drawings, construction photographs, cost control and scheduling data, computer printouts, contractor's submittals, summaries, memoranda work papers and any and all other documents, instruments, information, and materials ("WRITTEN WORK") prepared or accumulated by CONSULTANT for the SERVICES rendered hereunder shall be the sole property of the CITY. The CITY may reuse the WRITTEN WORK at no additional cost, and the CITY shall be vested with all rights of

whatever kind and however created that may be in existence thereto,, provided, however, that CONSULTANT shall not be liable to the CITY for the CITY's additional use of any WRITTEN WORK for a different project except where CONSULTANT is engaged or retained by the CITY for the different project and the CONSULTANT utilizes the WRITTEN WORK.

2. The CITY acknowledges that the WRITTEN WORK is not intended for use in connection with any project or purpose other than the PROJECT, and the purpose for which the WRITTEN WORK was therefore prepared. Any use by the CITY of the WRITTEN WORK in connection with a project or purpose other than the PROJECT, without the re-engagement or retention of CONSULTANT, shall be at the CITY's sole risk, and CONSULTANT shall have no responsibility or liability related thereto.

3. In the event of termination of this AGREEMENT, CONSULTANT shall promptly furnish the CITY, at no additional cost or expense, one (1) copy of the following items ("DOCUMENTS"): data, field notes, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, test reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) prepared or accumulated by CONSULTANT, or by any Subconsultant, in rendering the SERVICES described herein, and not previously furnished to the CITY by CONSULTANT pursuant to this AGREEMENT. The DOCUMENTS shall be the sole property of the CITY, and the CITY shall be vested with all rights provided therein of whatever kind and however created. CONSULTANT shall also require that all such Subcontractors and Subconsultants agree in writing to be bound by the provisions of this Paragraph.

SECTION XI

MISCELLANEOUS PROVISIONS

1. Non-Exclusive Contract. This Agreement is non-exclusive, and may be terminated at the CITY's convenience with the proper notice having been given to the

CONSULTANT as provided in this Agreement. The rights granted herein to the CONSULTANT are non-exclusive, and the CITY shall have the right, at any time, to enter into similar agreements with other geotechnical engineers, engineers, architects, landscape architects, planners, consultants, contractors, subconsultants, to perform such professional engineering services as the CITY may desire.

2. Discrimination. The CONSULTANT, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that, 1) in the furnishing of Services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Agreement on the grounds of such person's race, color, creed, national origin, disability, marital status, religion or sex; and 2) the CONSULTANT shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and as such rules, regulations, or guidelines may be from time to time amended. In the event of a breach of any of the nondiscrimination covenants described in this Subsection, the CITY shall have the right to terminate this Agreement, with cause, as described above.

3. Compliance with Law. The CONSULTANT and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto. The CONSULTANT shall also require, by contract, that all Subconsultants shall comply with the provisions of this Subsection.

4. Licenses. The CONSULTANT shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the

CONSULTANT to render its Services required under this Agreement. The CONSULTANT shall also require all Subconsultants to comply by contract with the provisions of this Subsection.

5. Compliance With New Regulations. To the extent applicable, CONSULTANT agrees that if local, state, or federal agencies modify their grant procedures or requirements for the CITY or the CONSULTANT to qualify for local, state, or federal funding the CITY may use to pay for the Services to be rendered by the CONSULTANT, then the CONSULTANT shall consent to and make such modifications or amendments in a timely manner. If the CONSULTANT is unable to comply with such applicable local, state, or federal laws and regulations, then the CITY shall have the right, by written notice to the CONSULTANT, to terminate this Agreement.

6. License Fee and Royalties. The CONSULTANT hereby grants a non-exclusive and fully paid license to the CITY to utilize all WRITTEN WORK or documents produced or prepared by CONSULTANT to perform the services required under this Agreement.

7. Consultant Not Agent of City. The CONSULTANT is not authorized to act as the CITY's agent hereunder and shall have no authority, expressed or implied, to act for or bind the CITY hereunder, either in CONSULTANT's relations with Subconsultants, or in any other manner whatsoever except as otherwise stated in a Services Authorization.

8. Subconsultants. The CONSULTANT shall have the right, conditioned upon the CITY's prior consent (which shall not be unreasonably withheld), to employ other firms, consultants, Contractors, subconsultants, and so forth (Subconsultants); provided, however, that the CONSULTANT shall, 1) advise the CITY as to what particular Services the Subconsultants shall perform; and 2) advise the CITY as to what percentage of the total project services each Subconsultant shall be employed to do. The CONSULTANT shall be solely responsible for the performance of all of its Subconsultants, including but not limited to their maintenance of schedules, correlation of services, or both of these things, and the resolution of all differences

between them. The CONSULTANT shall promptly terminate the use and services of any employee or Subconsultant upon written request from the CITY (which may be made by the CITY in its sole discretion). By accepting a Subconsultant, the CITY shall not be deemed to warrant or guarantee the reliability or effectiveness of that entity's Services.

9. Work Outside Scope and Time of Payment. The CITY shall have no obligation to reimburse the CONSULTANT for services rendered which may be in addition to outside of the Scope of any particular Services Authorization, unless and until the CITY has given written approval of such reimbursement.

10. Subconsultant Contracts. The CONSULTANT shall provide a copy of all relevant provisions of this Agreement to all Subconsultants hired by it, or for which it may have management responsibilities as described in a Services Authorization and shall inform all Subconsultants that all Services performed hereunder shall strictly comply with the Agreement terms and provisions. The CONSULTANT shall also furnish the CITY, upon demand, with a copy of all CONSULTANT-Subconsultant contracts.

11. Assignment and Delegation. The CITY and the CONSULTANT bind themselves and their partners, successors, executors, administrators, and assigns, to the other party of this Agreement in respect to all duties, rights, responsibilities, obligations, provisions, conditions, and covenants of this Agreement; except that the CONSULTANT shall not assign, transfer, or delegate its rights or duties, or both of these things, in this Agreement without the prior written consent of the CITY. The CITY has the absolute right to withhold such consent at its convenience, and, furthermore, if the CONSULTANT attempts to assign, transfer, or delegate its rights or duties in violation of these provisions without the CITY's consent, then the CITY may terminate this Agreement. The CITY shall have the right to assign its rights (or any part of them) or to delegate its duties and obligations (or any part of them) to another entity that shall be bound by all applicable terms and conditions as provided in this Agreement.

12. Audits - Periodic Auditing of Consultant's Books. The CITY shall have the right, at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books of CONSULTANT for the purpose of verifying the accuracy of any payment, charge or invoice. In addition to the above and upon request of the CITY, the CONSULTANT shall prepare an audit (for the most recent fiscal year) for the CITY, which shall include the CONSULTANT's paid salary, fringe benefits, general and administrative overhead costs, profit and the total amount of money paid by the CITY to the CONSULTANT. The Fiscal Report shall be certified as true and correct by, and shall bear the signature of, the CONSULTANT's chief financial officer or its certified public accountant.

13. Overcharge. If it is established by the audit, or by any other means, that the CONSULTANT has over-billed or overstated its costs, fees, or reimbursable expenses (Overcharge) to the City, then the amount of any Overcharge shall be refunded by the CONSULTANT, together with interest at the rate of one percent (1%) per month and the CITY's reasonable and provable costs (including the auditing expenses) in discovering the Overcharge and effecting its repayment.

14. Truth in Negotiations. The CONSULTANT shall execute the Truth-in-Negotiation Certificate in the form attached hereto and made a part hereof. It is agreed by the CONSULTANT that any amounts charged under this Agreement or any Services Authorization issues under this Agreement, shall be adjusted to exclude any sums [plus interest at twelve percent (12%) per annum simple interest on the sums, from the date of payment by the CITY] by which the CITY determines that it was overcharged.

15. Prohibition Against Contingent Fees. The CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this agreement and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or

firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Any breach of the warranty or representation of this paragraph shall be grounds for termination.

16. Entire Agreement. This Agreement, including the Exhibits hereto, and any Services Authorization issued under this Agreement, shall 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 therein.

17. Amendment. This Agreement may be amended or modified only by a Services Authorization, or an Amendment, and as duly authorized and executed by the parties.

18. Validity. The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

19. Headings. The headings of the Sections or Subsections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections or Subsections.

20. Timeliness. The CITY and the CONSULTANT acknowledge and understand that time is of the essence in this Agreement, and that the Services shall be performed in expeditious and economical manner.

21. Public Entity Crime. Any Person or affiliate, as defined in 287.133 of the Florida Statutes, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this AGREEMENT, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this AGREEMENT was advertised for

proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this AGREEMENT was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any AGREEMENT with the CITY obtained in violation of this Section shall be subject to termination for cause. A Subconsultant who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Subconsultant acceptable to the City.

22. Force Majeure. The parties acknowledge that adverse weather conditions, acts of God, terrorism, war or other unforeseen circumstances of a nature that are outside the control of the parties may execute performance under this Agreement; or may necessitate modifications to a Services Authorization. If such conditions and circumstances do in fact occur, then the CITY and CONSULTANT shall mutually agree, in writing, to the modifications to be made to any Services Authorization.

23. Remedies and Costs. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity.

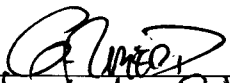
24. Dispute Resolution and Exclusive Venue. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. No suit or

other legal proceeding shall be filed until the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference. The sole and exclusive venue for any mediation shall be in Orange County, Florida. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this Agreement or the work to be performed hereunder, shall be submitted for trial, **without a jury**, before the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. The parties consent and submit to the jurisdiction of such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. The CITY and CONSULTANT expressly waive all rights to trial by jury regarding any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or any Services Authorization issued under this Agreement, or arising out of any matter pertaining to this contract or the work to be performed hereunder. As noted herein, the sole and exclusive venue for any litigation or other legal proceeding between the parties shall be the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. Chapter 558, Florida Statutes: The parties agree that the provisions of Chapter 558, Florida Statutes are not applicable to this Agreement of any Services Authorization issued hereunder.

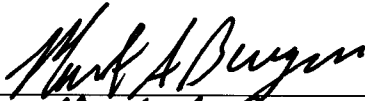
IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto and by its duly authorized representatives, as of the date first written above.

ATTEST:


Name: Christopher Robert

ACCEPTED:

REISS ENGINEERING, INC.

By: 
Name: Mark A. Burgess
Title: Vice President

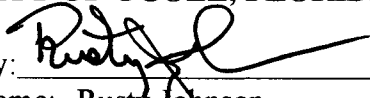
(SEAL)

ATTEST:


Name: Melanie Sibbitt
Title: City Clerk

APPROVED:

CITY OF OCOEE, FLORIDA

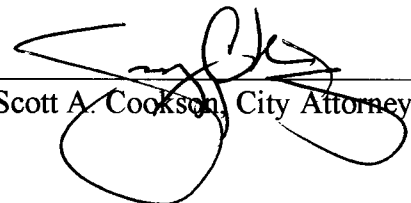
By: 
Name: Rusty Johnson
Title: Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA
APPROVED AS TO FORM AND
LEGALITY this 15TH & SEPT. 2020

APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON September 1, 2020,
UNDER AGENDA ITEM NO. F.8.

SHUFFIELD, LOWMAN & WILSON,
P.A.

BY: 
Scott A. Cookson, City Attorney

TRUTH-IN-NEGOTIATION CERTIFICATE

The CONSULTANT hereby certifies that all wage rates, and any and all other unit costs supporting the compensation to be paid to the CONSULTANT pursuant to a Services Authorization for the Services as set forth therein, will be accurate, complete, and current at the date of the Services Authorization's execution.

WITNESS:

BY: [Signature]
Print Name: Christophe Robert
Title: Secretary

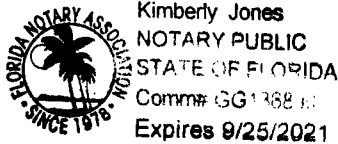
BY: [Signature]
Print Name: Mark R. Burgess
Title: Vice President

STATE OF FLORIDA }

COUNTY OF Seaside }

PERSONALLY APPEARED Before me, by means of ☒ physical presence or ☐ online notarization the undersigned authority, Mark Burgess, [☒ well known to me or [] who has produced his/her _____ as identification, and known by me to be the of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this 3rd day of September, 2020.



[Signature]
NOTARY PUBLIC

Print Name: Kimberly Jones
My Commission Expires: 9/25/21

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Sentinel Insurance Company Ltd.	
		INSURER B : Phoenix Insurance Company	
		INSURER C : XL Specialty Insurance Company	
		INSURER D : Hartford Accident & Indemnity Company	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	21SBATY5630	09/21/2019	09/21/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	21UECHH4305	09/21/2019	09/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	X	X	21SBATY5630	09/21/2019	09/21/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB0P610186	09/21/2019	09/21/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			DPR9949181	09/21/2019	09/21/2020	\$5,000,000 per claim \$5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: RFQ#20-006 Continuing Engineering Services for Water Utility Modeling and Minor Utility Studies

Certificate holder, as Contractor, is listed as an Additional Insured as respects the General Liability

policy. Waiver of Subrogation exists in favor of the Certificate Holder as respects the General Liability.

Workers Compensation and Auto policies. General Liability is primary and non-contributory. All the above

applies when required by written contract subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Ocoee
 150 N. Lakeshore Dr.
 Ocoee, FL 34761

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



September 2, 2020

Mayor

Rusty Johnson

Commissioners

Larry Brinson, Sr.
District 1

Rosemary Wilsen
District 2

Richard Firstner
District 3

George Oliver, III
District 4

City Manager

Robert D. Frank

C. Robert Reiss, President
Reiss Engineering Inc.
1016 Spring Villas Pt., Suite 2000
Winter Springs, FL 32708

Re: RFQ #20-006 Continuing Engineering Services for Water Utility Modeling and Minor Utility Studies

NOTICE OF AWARD

Please be advised that the City Commission awarded RFQ #20-006 Continuing Engineering Services for Water Utility Modeling and Minor Utility Studies to Reiss Engineering Inc. at the September 1, 2020 City Commission Meeting, and authorized City Staff to proceed with contract negotiations.

Please execute and return the attached two (2) original contract documents within ten (10) business days along with the required certificate of insurance, naming the City as an additional insured. An Officer of the company must sign the contract; or provide a letter signed by an Officer of the company authorizing a certain employee of the company to sign the contract. You will receive an original contract document once approved by the City. Services shall begin pursuant to the effective date established by the contract.

The City looks forward to continuing working with your company to provide these services, and should there be any questions regarding the above, please feel free to contact me at extension 1513.

Sincerely,

Vanessa Anthony
Purchasing Technician

attachment: contract (2 originals)

cc: Charles Smith, Utilities Director
Jaime Croteau, Asst. Utilities Director

City of Ocoee | RFQ #20-006
**CONTINUING ENGINEERING
SERVICES FOR UTILITY
MODELING AND MINOR
UTILITY STUDIES**
June 11, 2020



REISS ENGINEERING





REISS ENGINEERING

PLANNING • DESIGN • CONSTRUCTION

June 16, 2020

Vanessa Anthony, Purchasing Technician
Finance Department/Purchasing
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

RE: Request for Qualifications – RFQ #20-006
Continuing Engineering Services for Utility Modeling and Minor Utility Studies

Dear Ms. Anthony and Selection Committee Members:

As the City continues its major program of capital investment in streets, utilities and public facilities to stimulate redevelopment and expansion of the City Core, Reiss Engineering, Inc. (Reiss) has the technological expertise and working knowledge to cost effectively support you through hydraulic modeling and minor studies. Modifying and sizing potable water, wastewater and reclaimed water infrastructure will be vital to executing the City's Lakeshore and Downtown strategies including septic to sewer conversions, road extensions linking the City Core with major roadways and increased density.

The City's goal is to support utilities decision-making with valuable and accurate tools (hydraulic models) to find cost-effective solutions. Selecting Reiss will provide your staff collaboration with experts in developing, updating, and using hydraulic models to optimally operate and expand the City's utilities. We have constructed, calibrated, and utilized hydraulic models for potable water, reclaimed water, and sanitary sewer systems for numerous municipalities around the state and throughout Central Florida. More importantly, Reiss has performed these services for the City for the past 12 years and feel like we are part of the City's team. Mr. Charles Smith and utilities staff have utilized Reiss to:

- Create and update state-of-the-art, accurate water and wastewater hydraulic models
- Plan and configure the Downtown septic-to-sewer initiative
- Incorporating septage into the wastewater treatment plant addressing impacts
- Hydraulically design the City's largest lift stations No. 7 and No. 62
- Size, route, and create a developer cost-share criterion for the Western Force Main
- Numerous development reviews checking fire flows and lift station pump sizing
- Evaluate the re-routing of pipes associated with the widening of SR 50, saving the City significant utilities reconstruction dollars

Because of this experience and successful performance, Reiss understands the City's needs and will hit the ground running supporting strategic development initiatives. Engineering and utilities staff must know the impact for the existing water and sanitary sewer system to cost effectively (including developer funding) accommodate this growth; we understand rapid response is needed. The reclaimed water system expansion will generate more utility revenue and extend the service life of precious potable groundwater supplies.

Page 2

RE: Request for Qualifications – RFQ #20 - 006

Continuing Engineering Services for Utility Modeling and Minor Utility Studies

Reiss is a local, central Florida-based civil and environmental engineering firm and has demonstrated to the City on numerous projects our dedication to responsive service. Reiss provides the specific hydraulic modeling, general water and wastewater utilities engineering and consulting services requested by the City. Having been a general utilities engineer for numerous Florida municipalities that are similar to the City, we have gained extensive experience implementing cost-effective water, reclaimed water, and sanitary sewer infrastructure programs to maintain a level of service excellence while meeting growth needs. We are well known for cost-competitive services concurrent with high quality deliverables and responsiveness.

Specifically, the City will benefit from the vast expertise of our team. Mr. Edward Talton has 30 years of experience with master planning and over 50 hydraulic modeling projects, including a 900-pump station wastewater model for Miami-Dade County, Florida. Edward Talton has developed water quality models for the Orlando Utilities Commission, Tampa Water Department, City of Port St. Lucie, Orange County, City of St. Cloud, and the Toho Water Authority just in the past five years. Mr. Talton was also the Project Manager for the modeling of the wastewater system for the City of Ocoee's studies on the West SR 50 Development Wastewater Plan and the Downtown/Bluford Road corridor septic to sewer initiative. Mr. Talton has a strong staff of project engineers, including Chad Meisel, Weston Haggen, Jonathan McCarthy and Kelcia Mazana, with significant experience in hydraulic modeling to support meeting the City's project needs.

Working together with the City's Engineering and Utilities staff over the past 12 years has allowed us to gain valuable knowledge that will provide a continuity to maximize work and fiscal efficiency. At Reiss, we are extremely excited about this opportunity and look forward to continuing to work with your staff. If you have any questions, please do not hesitate to contact us at any time.

C. Robert Reiss, Ph.D., P.E.
President
1016 Spring Villas Point
Winter Springs, FL 32708
crreiss@reisseng.com

Edward H. Talton, Jr., P.E.
Vice President
1016 Spring Villas Point
Winter Springs, FL 32708
ehtalton@reisseng.com

Sincerely,

REISS ENGINEERING, INC.



C. Robert Reiss, Ph.D., P.E.
President



Edward H. Talton, Jr., P.E.
Project Manager



REISS ENGINEERING

City of Ocoee | RFQ #20-006

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COVER LETTER

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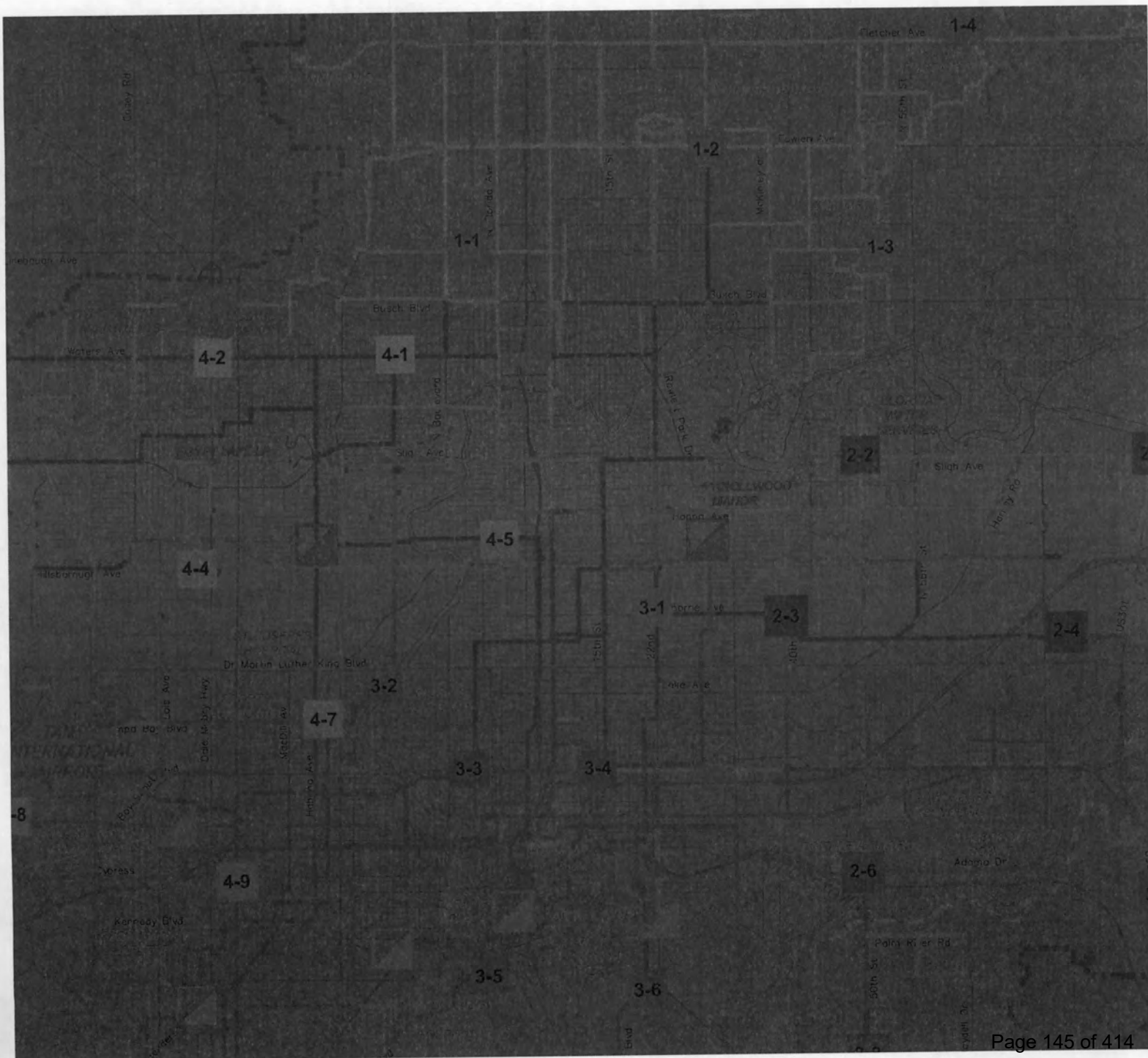
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I. FIRM'S QUALIFICATIONS



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EMPLOYEE QUALIFICATIONS

Reiss' strength is defined not only by its corporate experience but more importantly by the experience and skills of those employed by the firm. Reiss actively pursues and hires employees whose background, experience, and interest match the focus and direction of the company. Our staff brings with them a specialized portfolio of experience

that is consistent with the services requested by the City of Ocoee in the Request for Qualifications (RFQ) for Continuing Engineering Services. The table below displays a brief summary of the project teams' qualifications and role they will provide for the City under this contract. A one page resume for each of the employees listed below has been included in this qualifications package.

LEADERSHIP

TEAM MEMBER	ROLE	YRS. OF EXP.
Robert Reiss, PhD, PE	Principal-In-Charge,	28

As President of Reiss, Dr. Reiss has been Principal-in-charge and/or project manager for numerous projects. He personally commits to provide highly qualified engineers and additional backup staff resources to complete projects on time with innovative and cost-effective solutions.

Edward Talton, Jr., PE	Project Manager	30
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Mr. Talton has performed hydraulic modeling and master planning for most of his career, and he is a master problem solver. His solutions are practical and cost-effective and always in the client's best interest. Clients specifically request his services due to his ability to get to the heart of their problem and provide a clear solution that is easily communicated.

Chad Meisel, PE	Assistant Project Manager	6.5
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Mr. Meisel is a project engineer with experience in water/wastewater treatment, water resources, and stormwater permitting. He has performed report development, hydraulic modeling, bidding services, and water permit compliance for various municipal clients in the Central Florida region. Mr. Meisel is also proficient in AutoCAD and ICPR.

Kelcia Mazana, EI	Quality Control/ Quality Assurance	20
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To ensure Reiss' QA/QC plan is applied to each task, our identified quality control officer, Ms. Mazana, will conduct quality control check-ins to ensure the company policy is implemented. This approach has proven to be an invaluable tool in the adherence of schedule and quality.

James Hagerty, PE	Wastewater Treatment Studies	34
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Mr. Hagerty is Reiss' wastewater discipline leader. He has personally studied, designed and managed numerous large pump stations and plants around the world. For that reason, he is our leader for any studies pertaining to wastewater plants and wastewater treatment.

Glenn Dunkelberger, PE, BCEE	Water Treatment Studies	45
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Mr. Dunkelberger's long tenure as a professional engineer cannot be quickly summarized as his hundreds and hundreds of projects cannot be presented in this response. He's seen just about every problem, and will apply his years of knowledge to rapidly provide conceptual solutions.

Weston Haggen, PE	Project Engineer	11
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Mr. Haggen is experienced in water, wastewater, and reclaimed water. Projects include water quality hydraulic modeling, master planning, pipeline design, lift station design, potable water quality improvement, unidirectional flushing, inflow and infiltration (I/I) studies, construction administration, preliminary design of wastewater and water plants,

Melanie Peckham, PE	Project Engineer	17
---------------------	------------------	----

Veteran professional engineer, Ms. Peckham is a highly experienced professional who has managed the successful completion of numerous potable water, wastewater, and reclaimed water transmission system studies and design projects throughout the State of Florida that are similar in scope to the projects defined by the City in this RFQ.

Alejandro Solanilla, PE	Project Engineer	6
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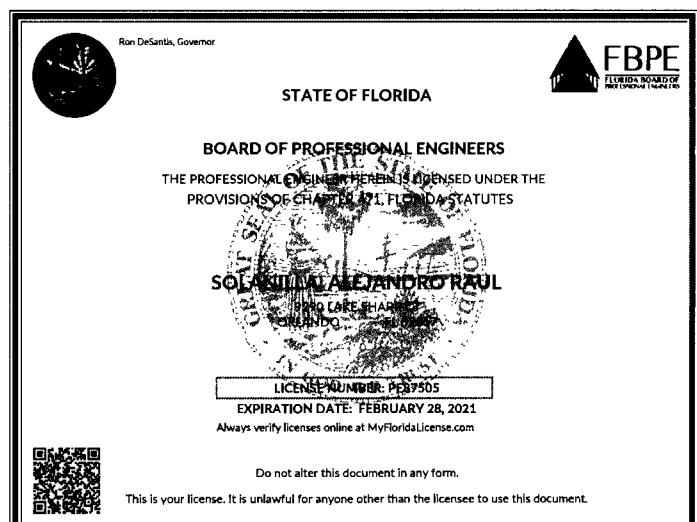
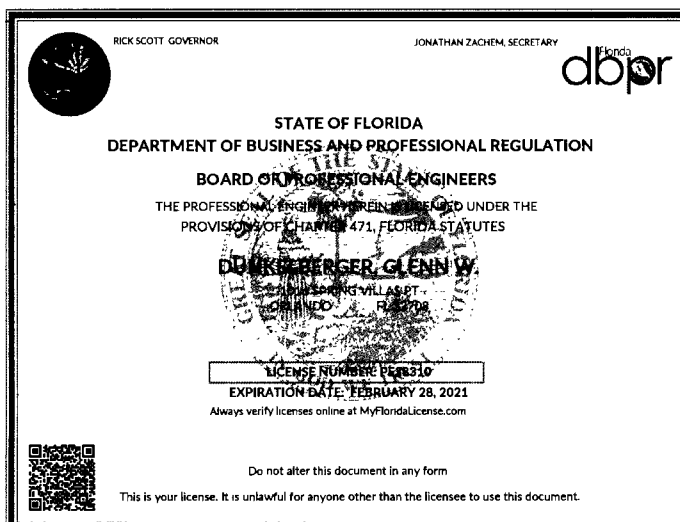
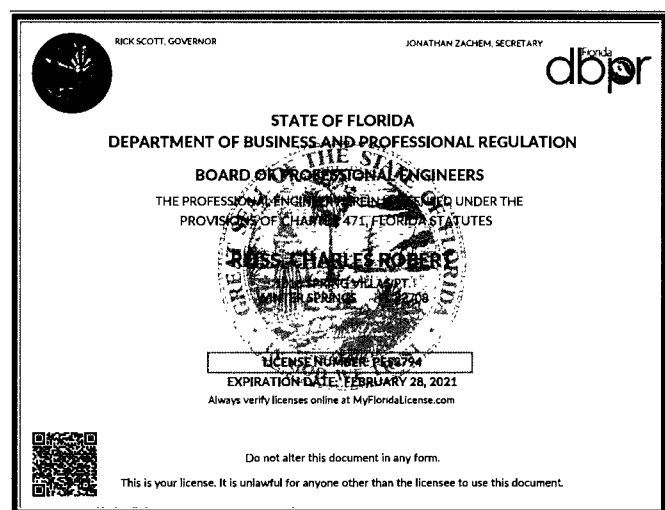
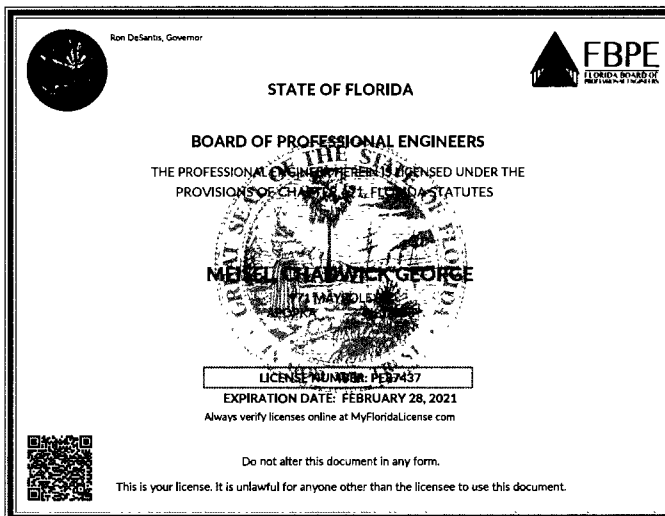
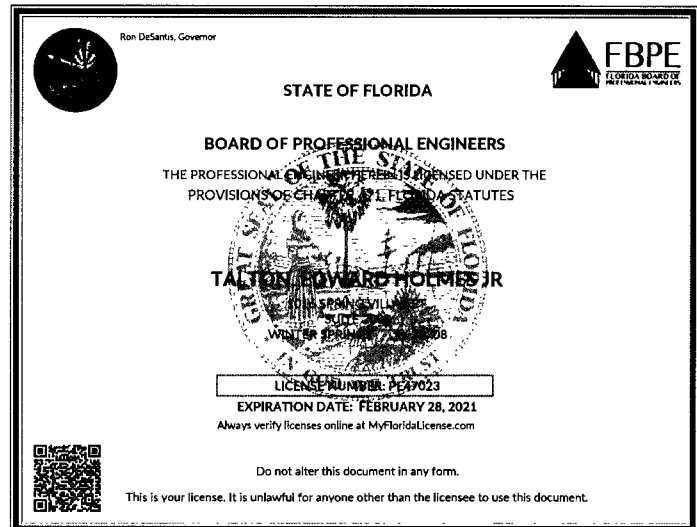
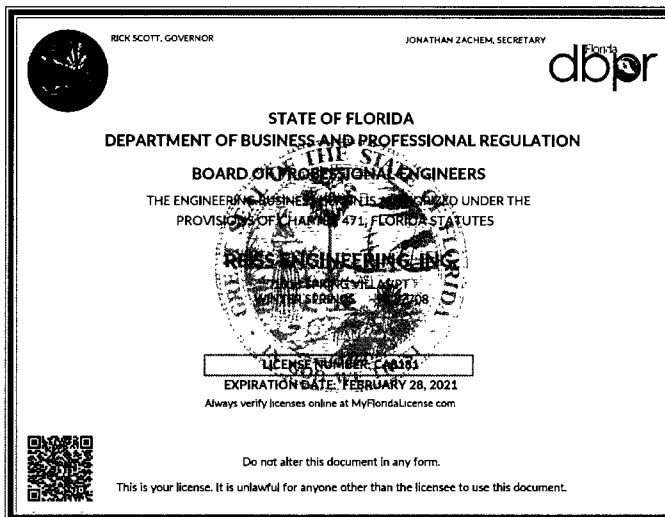
Mr. Solanilla's knowledge applies to water and wastewater utility projects, including pipeline design (pressure and gravity) and lift station design. His background includes use of computer-aided design (CAD) and geographic information system (GIS) systems, and the use of hydraulic modeling software for planning and design purposes.

Jonathan McCarthy, PE	Project Engineer	8
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Mr. McCarthy is a project engineer with experience in water/wastewater treatment, water resources, construction services, hydraulic modeling, and master planning, as well as water and air permit compliance.

KEY STAFF

CERTIFICATIONS AND LICENSES



Ron DeSantis, Governor

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LAGOON, WESTON TROY

LICENSE NUMBER: PE77777

EXPIRATION DATE: FEBRUARY 28, 2021

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RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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PECKHAM, MELANIE DAVON

LICENSE NUMBER: PE6047

EXPIRATION DATE: FEBRUARY 28, 2021

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State of Florida
Department of State

I certify from the records of this office that REISS ENGINEERING, INC is a corporation organized under the laws of the State of Florida, filed on December 14, 1998

The document number of this corporation is P98000104249

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 16, 2020, and that its status is active

I further certify that said corporation has not filed Articles of Dissolution

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of January, 2020

Randy Price
Secretary of State

Tracking Number: 7112556631CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

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BAERTY, JAMES J

LICENSE NUMBER: PE6989

EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halley Beshears, Secretary

dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MCCARTHY, JONATHAN ADAM

LICENSE NUMBER: PE6321

EXPIRATION DATE: FEBRUARY 28, 2021

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SUBCONSULTANTS

Reiss has complete in-house potable water, reclaimed water, and sanitary sewer modeling capabilities to address the assignments outlined in the RFQ's scope of service. Therefore, Reiss does not intend to utilize any subconsultants for this contract.

RECENTLY COMPLETED SIMILAR SERVICES

Below is a list of Reiss' hydraulic modeling and master planning projects from the last 2 years. Reiss has become a technical statewide leader in providing advanced hydraulic modeling services for water, wastewater, and reuse water systems. Inclusion of Reiss on this project would allow us to provide you the services necessary to compile the data required to maintain and update the hydraulic models, populate them with demand data and flows, calibrate to match real world operations, and develop model scenarios for operation and/or system improvements. The completed hydraulic models can then be utilized for master planning tasks, water age reduction studies, flushing optimization, disinfection by-product (DBP) formation evaluations, storage/repump facility operations, and design support.

PROJECT NAME	CLIENT	DESCRIPTION	YR. COMPLETED
System-wide Planning and Hydraulic Modeling	South Seminole & North Orange County Wastewater Transmission Authority	Reiss performed hydraulic evaluations through WaterCAD and identified lift stations and force mains that were reaching the end of their useful life. Capacity limitations and I&I areas were identified and summarized in a master plan with a 5-year CIP. Developed a highly advanced wastewater model, and later updated it, that runs a 24-hour extended period simulation (EPS) of the entire wastewater transmission network, including all 32 pump station pumps and system valves	Ongoing
Druid Hills Potable Water Hydraulic Evaluation	City of Altamonte Springs	Hydraulic evaluation to determine low-cost solutions for improving connection pressures at an interconnect with Druid Hills water system using existing potable water hydraulic model	2020
Ongoing Hydraulic Modeling Services	Orange County	As needed hydraulic modeling to update, operate, and utilize potable water, wastewater, and reclaimed water system hydraulic models for master planning and conceptual design and planning purposes	2020
Hydraulic/Water Quality Model Assistance	Orlando Utilities Commission	Hydraulic modeling evaluation to include hydraulic grade line results for developers, fire flow/peak hour pressure verification, water quality results, pipe upsizing or downsizing from developer's plans, and looping opportunities with future developments	2020

PROJECT NAME	CLIENT	DESCRIPTION	YR. COMPLETED
On-call Hydraulic Modeling Support Services	Confidential	As-needed hydraulic modeling for the water, wastewater, and reclaimed water systems	2020
Phase II Wastewater Utility Asset Management Plan	City of Apopka	Update of the Wastewater Utility AMP inventory to include the gravity sewer system and assist the City with prioritization of its ongoing closed-circuit television (CCTV) inspection and repair program	2019
Distribution Water Quality Optimization	City of Coconut Creek	This investigation included updating the City's hydraulic model to simulate chloramine residual, developing a list of water quality parameters for the City to sample at the source water (Broward County) and other remote locations, reviewing the source water sampling results, and utilizing the updated hydraulic/water quality model to simulate chloramine decay in the distribution system	2019
Fiscal Year 2019 Hydraulic Modeling As-Needed Services	City of Melbourne	Hydraulic modeling associated with the water, wastewater, and reclaimed water systems, regulatory compliance, studies and assessments of water quality issues, engineering services required to plan and implement capital projects, and review of various funding sources on an as-needed basis	2019
Platt Ranch Property Routing Analysis	City of Melbourne	Hydraulic modeling of the City's existing wastewater system, route and develop a planning-level cost estimate to connect approximately 27,000 linear feet of new force main from the Platt Ranch Property entrance at Ohio Street to a gravity manhole on the northeast corner of Gateway Drive and West Hibiscus Blvd.	2019
Lift Station 84 Capacity Analysis	City of St. Cloud	The City maintains a wastewater transmission hydraulic model that will be used for the analyses. The hydraulic model requires updating to account for the recent growth in the northeast area of the City's service area, then will be used to evaluate transmission capacity including through LS #84. LS #84 is a major pump station that repumps significant flow in the northeast	2019

PROJECT NAME	CLIENT	DESCRIPTION	YR. COMPLETED
Northeast Booster Station Optimization	City of St. Cloud	Hydraulic model update, operational input from City staff and hydraulic modeling will be used to simulate the Northeast Booster Station (NEBS) to check model pressure results versus field collected data. The field to model comparison will be used to help diagnose the pressure issue and identify potential resolutions and/or further investigative needs	2019
Downtown Hydraulic and Capacity Evaluation	City of St. Petersburg	Hydraulic modeling analysis of the downtown area using the existing hydraulic model to evaluate the downtown area for hydraulic issues, capacity restrictions, and consolidation of parallel mains. The hydraulic model was used to determine proposed improvements and the improvements were evaluated to assess their impact on water quality and the provision of adequate fire flow	2019
Property Wide Utility Modeling	Confidential Client	Storm water collection and sanitary sewer systems hydraulic modeling	2019
Southern Regional Water Service Area Water Quality Model Data Collection	Orange County	Water quality modeling, data collection and input	2019
Eastern Regional WSA WQ Optimization	Orange County	Water quality engineering services, including distribution system water quality modeling and water treatment process analyses, to identify potential improvements to optimize distribution system water quality	2019
Horizon West 2018 Hydraulic Modeling Update	Orange County	Water, wastewater and reclaimed water hydraulic modeling assistance for the Horizon West area in a 5-year planning timeline to bridge the gap between now and when new treatment and transmission infrastructure come online	2019
Western Regional WSA Distribution Water Quality Optimization	Orange County	Water quality engineering services, including distribution system water quality modeling and water treatment process analyses, to identify potential improvements to optimize distribution system water quality	2019

PROJECT NAME	CLIENT	DESCRIPTION	YR. COMPLETED
Westwood Boulevard Area/ Utilities Interconnection Water Quality Support	Orange County	Hydraulic modeling and field analyses support for the Westwood Blvd. area utilities interconnection water quality	2019
As Needed Technical Assistance	Reedy Creek Improvement District	Hydraulic modeling	2019
SSNOCWTA Development Connections	SSNOCWTA	Design and hydraulic review and construction phase services for the Wexham Court Pump Station	2019
Harmony Water Quality Optimization	Toho Water Authority	Provided corrosion mitigation strategies, water quality modeling and field analyses to develop a list of options to improve Harmony's potable water quality	2019
Northwest Water Pressure Alternatives Evaluation	Toho Water Authority	Hydraulic modeling alternatives analysis on the Northwest distribution system to look for other alternatives and find the best option to address predicted pressure issues	2019
OCU Potable Water Transfer Alternative Evaluation	Toho Water Authority	This project utilizes TWA's updated potable water hydraulic model to assess the flow transfer of water from OCU and the impacts on TWA WTPs' flow output relevant to hydraulics, service pressures and water use permit WUP constraints	2019
Western Regional WSA Distribution Water Quality Optimization	Orange County	Water quality engineering services, including distribution system water quality modeling and water treatment process analyses, to identify potential improvements to optimize distribution system water quality	2019
Parkway WTP Pressure Analysis	Toho Water Authority	Hydraulic modeling to conduct pressure analysis at the Parkway WTP	2019
Poinciana Elevated Tank Hydraulic Evaluation	Toho Water Authority	Elevated tank hydraulic evaluation comprised of the compilation and summarization of field data, hydraulic model comparison, and evaluation conclusions and recommendations	2019
USW Development City of St. Cloud Fire Flow Availability Check	US Water Services Corporation	Hydraulic modeling to support US Water Services (USW) on the USW Development City of St. Cloud fire flow availability check and summarizing results for maximum day demand conditions	2019

PROJECT NAME	CLIENT	DESCRIPTION	YR. COMPLETED
30-inch Force Main Hydraulic Modeling	Captec Engineering, Inc.	Hydraulic modeling for pipeline	2018
Reclaimed Water Apopka Flow Transfer Hydraulic Evaluation	City of Altamonte Springs	Updated the hydraulic model and subsequently utilized the model to compare field recorded pressures to identify potential hydraulic constraints in the system. Also evaluated the operation of a key component of the AFIRST system, the pressure control assembly (PCA), a valve assembly that controls the flow to Apopka while maintaining adequate pressures in the City's reclaimed water distribution system	2018
Potable, Wastewater and Reclaimed Water Hydraulic Model Updates	City of Casselberry	Continuing hydraulic modeling services for water utility systems	2018
Lift Station 17 Gravity and Pump Station Analysis	City of Ocoee	Hydraulic modeling to determine the cause of sewer overflows on a street where houses are situated at elevations lower than the street	2018
Blue Springs Landing Compliance Assistance	City of Orange City	Hydraulic modeling of the potable water distribution system to evaluate the magnitude of hydraulic isolation experienced by the Blue Springs Landing area	2018
City of Orange City As-Needed Services	City of Orange City	Hydraulic modeling to conduct a water age analysis	2018
Cosme Optimization-Design WTP By-pass - Water Quality Analysis	City of St. Petersburg	Hydraulic modeling to update the expected average quantities of regional water that may be bypassed, and the expected average quantities of water that must be treated through the plant	2018
Forest Lake Surge Valve Analysis	City of St. Petersburg	Evaluation of a 36-inch potable water transmission main to determine whether the Forest Lakes surge valve is necessary for system operations and to confirm if the valve can be relocated. Detailed design, permitting, and construction administration for identified improvements	2018
Park Sanitary System Hydraulic Capacity Analysis	Confidential Client	Comprehensive hydraulic analysis of a theme park's sanitary sewer system including flow monitoring	2018

PROJECT NAME	CLIENT	DESCRIPTION	YR. COMPLETED
Theme Park Wastewater System Capacity Analysis	Confidential Client	Utilized the existing hydraulic models to perform capacity analysis of a park's potable water and wastewater systems to evaluate potable water distribution and wastewater collection capacity needs	2018
Orange Blvd. and Oregon Avenue Wastewater Modeling	Seminole County	Updates to the wastewater hydraulic model and assess the conveyance capacity to the Yankee Lake WWTP from the Orange Blvd. and Oregon Avenue area, with and without a looped force main system	2018
Ameritrail-Harmony Modeling	Toho Water Authority	Hydraulic analysis to evaluate the system hydraulic capacity and provide recommendations for the client to deliver quality, reliable service to the Ameritrail development	2018
Harmony Potable Water Distribution Planning Update	Toho Water Authority	Hydraulic analysis to evaluate the Harmony potable water distribution system and determine necessary distribution improvements to serve new development	2018
Magic Place Hydraulic Analysis	Toho Water Authority	Hydraulic analysis to evaluate the system hydraulic capacity and provide recommendations for client delivery of quality, reliable service to the Magic Place development	2018
Northwest Potable Water Booster Pumping Plan	Toho Water Authority	Hydraulic analysis to evaluate the Northwest potable water system hydraulics specifically including existing and planned booster pumping and provide recommendations for the client to deliver quality, reliable service to the Northwest potable water system	2018
Reunion Village Hydraulic Analysis	Toho Water Authority	Hydraulic analysis to evaluate the system hydraulic capacity and provide boundary conditions for the developer to size the Reunion Village water distribution system, for the client to deliver quality, reliable service to the Reunion Village development	2018

MODELING SOFTWARE

Reiss is fluent in working with many major hydraulic modeling softwares and has the most recent version of all software applications listed below:

BENTLEY SOFTWARE APPLICATIONS

WaterCAD Stand Alone
 WaterCAD for AutoCAD
 SewerCAD Stand Alone
 SewerCAD for AutoCAD

MWH SOFT SOFTWARE APPLICATIONS

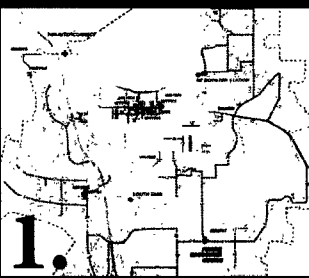
H2OMap Water
 InfoWater
 Info Surge
 InfoSwmm
 UDF module for InfoWater

QUANTITY OF EQUIPMENT

Reiss possesses all of the equipment necessary to successfully complete all projects for the City of Ocoee as part of this Continuing Engineering Services for Utility Modeling and Minor Utility Studies contract.

EQUIPMENT	QUANTITY	EQUIPMENT	QUANTITY
AutoCAD License(s)	3	Skid-Mounted RO Systems	1
WaterCAD License(s)	2	Bench Scale RO Systems	1
AutoCAD Civil 3D License(s)	2	Single Element Pilot System	1
SewerCAD License(s)	1	2:1 Array Low Pressure RO Skid Pilot	1
ARC GIS License(s)	9	Trailer Enclosed RO System	1
Mobile GPS Equipment with ArcPAD Software License(s)	1	Full Size Color Plotter	1
Microsoft Office License(s)	50	Color Laser Printer	1
Adobe Creative Suite License(s)	3	Color Copiers	4
Desktop Computers	45	Black/White Printers	10
Laptop Computers	30	Laminating Machine	2
Projectors	3	Video Recorder	1
Digital Cameras	2		
Company Vehicles	7		

REFERENCES



WATER, WASTEWATER AND RECLAIMED WATER MASTER PLAN

St. Cloud, FL

Owner:

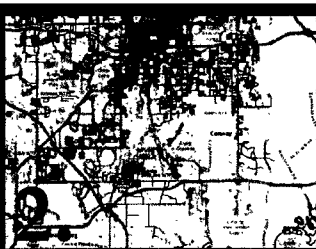
City of St. Cloud
1300 9th Street St.
Cloud, FL

Contact:

Cameron Crandell, PE
407.957.7279
ccrandell@st.cloud.org

The City of St. Cloud continues to experience growth and economical development throughout their utility service area, with an expected significant increase in potable water customers over the next 5 to 10 years. While the City completed an update to the water master plan in 2013 and several capital improvement program (CIP) projects have been completed, several large developments of regional impact (DRIs) are modifying plans that could impact the phasing of significant capital projects for the City. There is also potential the City may change the policy through which capital projects are funded. As a result of these changes and the need to utilize the most accurate data possible to support review of the City's impact fee and rate structures, it was necessary to update the master plan and its conclusions and recommendations. This master plan updated recently constructed infrastructure and existing hydraulic models to utilize as a tool to update existing CIP tables in the master plan based on location, sizing, phasing, and costs.

Reiss updated the structure (pipes, pumps, wet wells, tanks, discharge locations) for the water/wastewater/reclaimed water hydraulic models based on the recent construction efforts for City-designated CIP projects, as well as developer installed infrastructure since the 2013 model update. The data collected was used to revise the existing demands and flows. The master plan was revised with five-year and build-out water demand and wastewater flow allocations in the future demand/flow spreadsheet and hydraulic models. The updated hydraulic models were then used to evaluate 5-year, 10-year, and 25-year demand and infrastructure conditions. Previously proposed improvements were reviewed, re-evaluated, and modified to optimally meet City standards. The previously developed alternatives were updated and reconfigured to reflect the most recent developer information. Capital costs were revised for each alternative for comparison. The updates to the recommended phased projects are reflected in the CIP tables with associated capital costs consistent with the City's current CIP format. Reiss produced a master plan update technical memorandum with updates and recommendations for the final deliverable.



OUC WATER QUALITY MODELING PHASE I

Orange County, FL

Owner:

Orlando Utilities
Commission
P.O. Box 3193
Orlando, FL 32802

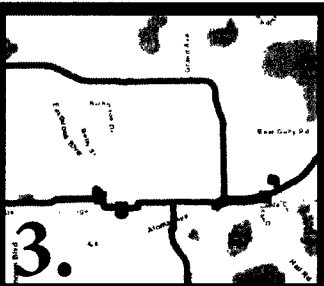
Contact:

Brad Jewell
407.434.4213
bjewell@ouc.com

The Orlando Utilities Commission (OUC) maintains a hydraulic and water quality model of its potable water distribution system to help plan, design improvements, operate, and optimize water pressure to deliver quality service to its customers. OUC staff historically developed and maintained this valuable tool. An enhanced water quality model was developed by Reiss to provide OUC water production and distribution staff a new dimension in predictive system performance monitoring, performance benchmarking, operations optimization and regulatory compliance. The primary objective of this project was to evaluate and update OUC's water quality model to optimize service to OUC customers.

OUC's hydraulic model encompasses the entire OUC service area. This service area includes separate pressure zones and areas where supply water mixes in the distribution system. An important consideration to OUC was the natural mixing zones that exist in between the water treatment plants. This project covered the pressure zones and focused on optimizing water quality in the mixing zones.

REFERENCES


**SSNOCWTA
ENGINEERING
SERVICES**

Seminole and Orange
County, FL

Owner:
SSNOCWTA
401 Lake Howell Rd.
Maitland, FL 32751

Contact:
Ed Gil de Rubio
407.957.7353
ssnocwta2@cfl.rr.com

South Seminole and North Orange County Wastewater Transmission Authority (SSNOCWTA) provides funding, planning, operation and maintenance of a wastewater transmission system serving several major local municipalities. Reiss is the owner's engineer and extension of staff. Services and programs performed and managed under this contract include:

Hydraulic Modeling | Reiss developed and regularly updates a highly advanced wastewater model that runs a 24-hour extended period simulation (EPS) of the entire wastewater transmission network, including all pump station pumps and system valves.

Planning and Extension of Staff | Reiss performs hydraulic evaluations through WaterCAD and identifies lift stations and force mains that may be reaching the end of their useful life. Capacity limitations and I&I areas are identified and summarized in a master plan with a 5 year CIP. Reiss also provides cost estimating and capital project prioritization.

Ultra-Sonic Testing | Prepared a testing procedure to obtain data to support an analysis of the pipe integrity for approximately 20 locations per year, respective ultrasonic testing of the pipe wall thickness, and surveying services to obtain coordinates of the existing pipe.

Infiltration and Inflow Program Management | The Authority has a maximum wastewater flow allocation, that may be transferred to the Iron Bridge Facility. To regulate this allocation the Authority enacted a proactive approach to reduce flow particularly with inflow and infiltration (I&I) in the connected entities of Seminole County, City of Winter Park, City of Casselberry, City of Maitland, and City of Winter Springs.



Date: February 12, 2018

RE: Reiss Engineering, Inc. Consulting and Support Services

To Whom it May Concern:

Since September 2014, Orlando Utilities Commission (OUC) has contracted with Reiss Engineering, Inc. (Reiss) to perform modeling services for our potable water production and seven water treatment facilities, remote water storage facilities, and piping to serve more than 140,000 customer connections.

Reiss has been a highly valued member of our water production team, providing a deep understanding of our system hydraulics and distribution system. Reiss has maintained regulatory compliance with the Stage II D Rule, adequate pressures and flows for fire protection, and has been a pleasure to work with our customers. They have been highly professional, when we experienced a 30-inch diameter water main break, when we experienced an interconnection with a nearby water main, and when we experienced a water main break, they were able to quickly model the impacts and assist OUC in the regulatory required water notice and maintaining the system.

It is without hesitation that I offer my highest recommendation for Reiss Engineering, Inc. Their staff have been highly professional, skilled, and dedicated to their assignments over a period of more than three years.

Sincerely,
Orlando Utilities Commission

Brad Howell, PE,
Director - Water Production

**SOUTH SEMINOLE & NORTH ORANGE COUNTY
WASTEWATER TRANSMISSION AUTHORITY**

410 Lake Howell Road
P.O. Box 941837
Maitland, FL 32794-1837
Telephone 407/838-3419
Fax 407/628-0153
www.ssnocwta.com

January 29, 2018

RE: Letter of Recommendation

To Whom It May Concern:

It gives me great pleasure to write this "Letter of Recommendation" for Reiss Engineering, Inc. (Reiss) as a trusted partner for the South Seminole and North Orange County Wastewater Transmission Authority (SSNOCWTA). Reiss has continually provided quality results. Some of the various wastewater services provided include:

- Large scale pipeline projects.
- ARV management program.
- Design, engineering and construction inspection and replacements. Pump station repairs, maintenance and upgrades.
- Engineering services as requested regarding maintenance including semi-annual pump station inspections.
- Hydraulic modeling.
- Engineering services as required for pump station design and construction.
- Master Plan updates and the design and implementation of a 5-year Capital Improvement Plan (CIP).
- Preparation of grants and permits to construct new wastewater treatment facilities.
- Engineering services as required during construction, outside contractor impacts and coordination.

Reiss is a quality service provider that has a team of highly professional, skilled, and dedicated staff who have been working with their personnel and consultants with their enthusiasm and expertise. We look forward to continuing our relationship with Reiss Engineering, Inc.

Sincerely,

Ed Gil de Rubio
Executive Director



August 10, 2018

Mark A. Burgess, PE, RCSE
Vice President/Business Development Leader
Reiss Engineering, Inc.
600 Corporate Drive, Suite 320
Fort Lauderdale, FL 33334

Re: Comprehensive Utilities Strategic Master Plan
Dear Mr. Burgess,

The City of Fort Lauderdale engaged Reiss Engineering, Inc. to prepare a Comprehensive Utilities Strategic Master Plan (CUSMP) for its Water and Wastewater systems serving over 220,000 Fort Lauderdale residents, visitors and businesses of surrounding cities. The CUSMP was a comprehensive assessment and evaluation of the City's Water and Wastewater Utility including water and wastewater treatment facilities and water distribution and wastewater collection systems. The components of the CUSMP included:

- Wastewater Collection/Transmission Master Plan
- Water System Master Plan
- 20-Year Capital Improvement Plan (CIP)
- Water, Wastewater Collection/Transmission Hydraulic Models

In addition to providing a comprehensive assessment of improvements needed to maintain and/or improve the condition, reliability, and operational efficiency of the City's production/treatment, distribution, and wastewater collection systems, the CUSMP also included the prioritization of rehabilitation projects to increase the reliability of the conveyance systems and reduce flows to the wastewater treatment plant.

The CUSMP development included new hydraulic models and flow projections to aid in capital project planning, improvements to reduce infiltration and inflow based on pump station and rainfall data, and development of an implementation plan to monitor infiltration and inflow at key locations. The project also included recommendations to improve energy efficiency and sustainability, as well as analyses regarding climate change impacts and water conservation.

The CUSMP is a primary resource in the City's capital improvement programming and was a key factor in generating public support for our successful February 2017 \$200 million bond issue for Water and Wastewater improvement projects. The City

PUBLIC WORKS DEPARTMENT
100 N. AVENTURAS AVENUE, FORT LAUDERDALE, FLORIDA 33301
TELEPHONE (954) 838-5172 FAX (954) 428-1014
www.fortlauderdale.gov

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PROJECT MANAGER

**EDWARD TALTON, JR., PE****NO. OF YEARS
WITH REISS**

20 years

**YEARS OF
EXPERIENCE**

30 years

REGISTRATION:

Professional Engineer
FL No.:
47023

EDUCATION:

MSE, Environmental
Engineering
BSE, Environmental
Engineering
Hydraulic Surge
Modeling Training

**MR. TALTON WAS
THE PROJECT
MANAGER FOR
REISS' CONTINUING
HYDRAULIC
MODELING SERVICES
CONTRACT WITH
ORANGE COUNTY, THE
PURPOSE OF WHICH IS
TO UPDATE, OPTIMIZE,
AND UTILIZE THE
POTABLE WATER,
WASTEWATER, AND
RECLAIMED WATER
SYSTEM HYDRAULIC
MODELS TO SUPPORT
UTILITIES PLANNING.**

Mr. Talton's expertise in master planning and hydraulic/water quality modeling runs deep, having completed major master plans, water quality modeling/calibration to mitigate nitrification, distribution operations optimizations, wastewater model calibrations, and risk-based asset prioritization. Mr. Talton's publications include a December 2011 Florida Water Resources Journal article on a water quality application to help utilities better utilize available supervisory control and data acquisition (SCADA), quality, and modeling outputs.

Lift Station #66 Upgrade, Ocoee, FL. Client services manager to provide hydraulic engineering support to relocate and expand lift station #66 to support planned redevelopment and future septic tank conversions.

Western Force Main Hydraulic Engineering Support, Ocoee, FL. Project manager to provide hydraulic planning and permitting services required to support the design of the western force main specifically related to re-routing existing lift stations. Five lift stations were evaluated, and the results were displayed on a map indicating the proposed configurations for the five pump stations and how they should be connected to the western force main.

2017 Reclaimed Feasibility Plan Update, Ocoee, FL. Client manager for the update to feasibility and capacity plans for the City of Ocoee's Reclaimed Water Feasibility Plan. The City's primary service area is supplied by internal reclaimed water sources and supplemented with wholesale suppliers when necessary. The North Service Area is supplied solely by OCU's Northwest WRF. This feasibility and capacity update was required to support the expansion of the reclaimed water system and satisfy permit requirements.

Potable and Reclaimed Water Systems Master Plan and Hydraulic Model Update, Altamonte Springs, FL. Client/project manager to perform and summarize various technical evaluations on the potable water and reclaimed water systems, including hydraulic modeling, to develop capital improvement projects and an implementation schedule for the City to expand, repair, replace, and maintain the potable and reclaimed water systems to economically meet the City's level of service standards over a 10-year planning horizon.

Water and Wastewater Collection/Transmission Master Plans, Melbourne, FL. Served as the project manager for the City's complete wastewater collection/transmission system and technical support for water master plan utilized to evaluate the City's CIP. Additionally, the project included assessing the capacity and reliability of key existing infrastructure, and prioritizes asset rehabilitation and repair (R&R) plans.

Sunset Oaks Hydraulic Analysis, Toho Water Authority, Kissimmee, FL. Client manager for the hydraulic analysis for a new residential building development's 10-inch water main. Reiss utilized Toho Water Authority's hydraulic model to determine if enough pressure was available for the proposed Sunset Oaks project and to determine what improvements would be necessary to achieve proper pressure and fire flow.

KEY PROJECT TEAM MEMBERS

**CHAD MEISEL, PE**

Mr. Meisel is a project engineer with experience in water/wastewater treatment, water resources, and stormwater permitting. He has performed report development, hydraulic modeling, bidding services, and water permit compliance for various municipal clients in the Central Florida region. Mr. Meisel is also proficient in AutoCAD and ICPR.

ROLE

Assistant Project Manager

NO. OF YEARS WITH REISS

5 years

YEARS OF EXPERIENCE

6.5 years

REGISTRATION:

Professional Engineer
FL No.:
87437

EDUCATION:

BS, Civil Engineering
BS, Environmental Engineering

2017 Reclaimed Feasibility Plan Update, Ocoee, FL. Project engineer for the update to feasibility and capacity plans for the City of Ocoee's Reclaimed Water Feasibility Plan. The City's primary service area is supplied by internal reclaimed water sources and supplemented with wholesale suppliers when necessary. The North Service Area is supplied solely by OCU's Northwest WRF. This feasibility and capacity update was required to support the expansion of the reclaimed water system and satisfy permit requirements.

Lift Station #66 Upgrade, Ocoee, FL. Project engineer to provide hydraulic engineering support to relocate and expand lift station #66 to support planned redevelopment and future septic tank conversions.

Water Quality Modeling Phase I, Orlando Utilities Commission, Orlando, FL. Project engineer tasked with creating maps to display blending zones with up to two water treatment plants and to assist setting up the controls for the different pump stations to ensure that the model was simulated correctly with the field data. The primary objective of this project was to evaluate and update OUC's water quality model to optimize service to OUC customers.

Hydraulic Model Conversion, Port St. Lucie, FL. Project engineer tasked with converting the City's wastewater and reclaimed hydraulic models from WaterCAD to H2O MAP. Reiss was contracted to convert the water, wastewater, and reclaimed water hydraulic models to new software to support City staff with the planning of capital improvement projects, design, operations, regulatory compliance, and optimization of services to their existing customers.

Water System Master Plan Update Project, Melbourne, FL. Project engineer tasked with creating a calibration protocol that was a step-by-step procedure of how many sites needed pressure data loggers and water quality samples taken to properly calibrate a hydraulic model. Master plan components consisted of potable water storage and delivery, high-service pumping, and transmission/distribution piping for the entire city limits. Responsibilities included water distribution system hydraulic model update and development, alternative development and evaluations, extended period simulations, fire flow evaluations, water quality analysis, asset condition and risk assessment, regulatory assessments, funding compliance analysis, and report development.

Pineda Corridor Study and Permitting Analysis, Melbourne, FL. Project engineer for the evaluation of the existing hydraulic model for pressure, velocity, and water quality of a proposed crossing. Prepared a report summarizing the results from the model and performed a transient analysis, which evaluated the potential for surging pressures and provided a report summarizing the alternatives and a solution.

KEY PROJECT TEAM MEMBERS

**C. ROBERT REISS, PHD, PE****ROLE**

Principal-In-Charge

**NO. OF YEARS
WITH REISS**

21.5 years

**YEARS OF
EXPERIENCE**

28 years

REGISTRATION:

Professional Engineer

FL No.:

53794

EDUCATION:PhD, Environmental
EngineeringMSE, Environmental
EngineeringBSE, Environmental
EngineeringBSE, Civil
Engineering

Dr. Reiss is an executive leader with more than 25 years of demonstrated experience in program management and has a proven ability to successfully direct civil and environmental engineering solutions by creating vision, establishing direction, and identifying opportunities to reach the successful execution of projects. Dr. Reiss' areas of expertise include program management and project planning, budget management and cost control, long range planning, growth management and sustainability, and oversight of water and wastewater programs. His expertise with team development and leadership includes process improvement, performance management, risk management, governance, integrated schedule management, and successful plan development and initiation of change in an organization.

Distribution System Water Quality Study, Melbourne, FL. Project manager for a water quality investigation to determine the root cause of an excessive number of red water complaints from customers. Included sampling and testing of 26 locations throughout the distribution system, investigation of chloramination practices, nitrification, alkalinity demand, and Langelier Saturation Index/calcium carbonate precipitation potential levels in the distribution system.

South UDF Program and Hydraulic Modeling for Infrastructure Improvement, St. Petersburg, FL. Principal-in-charge for a unidirectional flushing program for the southern region of the City's water distribution service area to address water quality. The project included a pilot design of a UDF program for a small area of the City and coordination of flushing activities. The area of design included a 20-inch water main, which was flushed successfully. Reiss provided project management, UDF design criteria development, UDF design, and customized flushing reports development.

Wastewater Hydraulic Modeling, St. Petersburg, FL. Principal-in-charge to improve the functionality of the wastewater hydraulic model in order to use it for repair and replacement prioritization and to prevent wastewater overflow during future rain events. Reiss reviewed the wastewater hydraulic model, the City's modeling methods, analyzed the validity of model input data, recommended model process improvements, and provided draft and final technical memoranda.

High-Service Pump Station Hydraulic Analysis and Yard Piping Identification Drawings, Melbourne, FL. Project manager for an evaluation of hydraulics associated with the proposed addition of a 10,000-gallons-per-minute (gpm) high-service pump station for redundancy to the City's existing 17,000-gpm high-service pump station at the RO water treatment plant. The available supply draws from a 4-million-gallon ground storage tank via four wall penetrations located approximately 2.5 feet above grade. This gravity supply was determined to be insufficient to meet the desired flow; therefore, a new floor penetration dedicated to the new high-service pump was selected. The hydraulics of the discharge piping were evaluated and determined to be adequate, including the 17,000-gpm venturi meter, for the desired flow.

KEY PROJECT TEAM MEMBERS

**KELCIA MAZANA, EI****ROLE**

Quality Assurance,
Quality Control

**NO. OF YEARS
WITH REISS**

17 years

**YEARS OF
EXPERIENCE**

20 years

REGISTRATION:

Engineer Intern
FL No.:
1100007027

EDUCATION:

BSE, Environmental
Engineering
MSE, Environmental
Engineering

Ms. Mazana is a project engineer with 20 years of experience concentrated in environmental engineering and environmental studies. Her experience includes unidirectional flushing program development, hydraulic and water quality modeling, design, potable water audits, pilot studies, report development, data management, and master planning for a variety of municipal and government projects in water treatment. She is a client services manager the Central Florida and South Florida regions, including the City of Sanford, Palm Beach County, the Fort Pierce Water Utility Authority, Orange City, and the City of Melbourne.

Water Master Plan, St. Cloud, FL. Project manager for a water master plan to address an expanding service area, evaluate the CIP, and assess the capacity and reliability of key existing infrastructure. Master plan components consisted of an asset condition assessment, a water main and facilities criticality assessment, an existing and future potable water capacity evaluation, and capital projects development and prioritization for the entire city limits. Responsibilities included a water system hydraulic model update, alternative development and evaluations, extended period simulations, operations optimization, and report development.

National Fire Flow Study, Palm Beach County, FL. Client manager and QA/QC reviewer for this study to analyze the existing fire protection system located in the National Golf and Country Club Community in Palm Beach County. Reiss performed a study and hydraulic modeling to provide recommendations for system improvements based on existing infrastructure, cost, codes, regulations, and feasibility.

Water, Wastewater, and Reclaimed Water Master Plan, Seminole County, FL. Project engineer for a water, wastewater, and reclaimed water master plan to address an expanding service area, evaluate the CIP, and assess the capacity and reliability of key existing infrastructure. Master plan components consisted of water conservation planning, potable water storage and delivery, wastewater collection, reuse storage and delivery, high-service pumping, and transmission/distribution piping for the entire city limits. Responsibilities included water, wastewater, and reuse system hydraulic model update and development; alternative development and evaluations; extended period simulations; water quality analysis; and report development.

Unidirectional Flushing Program Update, Sanford, FL. Client service manager/ Project manager for a UDF program update to evaluate the improvements within the distribution system and determine the priority zones for the City's annual flushing program. Responsibilities included project management, client service management, GIS mapping, various program developments, design, and report QA/QC.

Veranno-Cresswind Phase I Model Evaluation, Port St. Lucie, FL. Project manager to develop a model to determine the pipe sizing for the Verano Cresswind development. Pipe sizes ranged from 4- to 12-inch.

KEY PROJECT TEAM MEMBERS

**GLENN DUNKELBERGER, PE, BCEE**

Mr. Dunkelberger has 47 years of experience in the civil/environmental engineering and construction field. Experience includes planning, pilot studies, process operations, detailed design, design-build, and construction management. Areas of relevant technical expertise are water, wastewater, and reuse treatment and advanced process technology.

ROLE

Water Treatment
Studies

**NO. OF YEARS
WITH REISS**

15 years

**YEARS OF
EXPERIENCE**

48 years

REGISTRATION:

Professional Engineer
FL No.:
38310

EDUCATION:

MS, Environmental
Engineering
BS, Civil Engineering

Hydraulic Distribution Modeling, Boynton Beach, FL. Technical director for the upgrading of the existing model to reflect the changes in the system related to the storage tank locations and capacity, immediate pump stations and storage tanks, additions to the transmission main system, and the West WTP. The work also verified the demand projections and updated the current peak demands on the system. Water quality considerations were also addressed to consider proposed D/DBPR regulations.

Comprehensive Utility Strategic Master Plan, Fort Lauderdale, FL. Water quality and treatment evaluation to produce a master plan to evaluate the entire utility system and to recommend actions, policies, or code changes necessary to maintain and improve the system's condition, capacity, performance, efficiency, and quality of service, while planning repair and replacement of utility system components. In addition, the master plan created a plan and utilities vision for improvements that is in line with the City's major initiatives.

Potable, Wastewater and Reclaimed Water Master Plan Consolidation, Casselberry, FL. Project engineer for the consolidated potable, wastewater and reclaimed water master plan to guide the City's water and wastewater utility for the next 10-years. Each master plan was structured to determine and address the short-term and long-term challenges of each individual utility. Reiss provided a detailed master plan report summarizing the various reviews, site visits, field efforts and technical evaluations of the system, and a CIP program that included specific projects and an implementation schedule necessary for the City to expand, repair, replace and maintain the water and wastewater system to economically meet the City's level of service.

Water System Master Plan Update, Melbourne, FL. Water quality and treatment engineer for the water system master plan update to help meet the challenges to provide quality potable water and meet increasing demand. This master plan update addressed the technical issues of utility operations and maintenance, future system growth, current and future water quality regulations, and the Department's fiscal plans and limitations that helped to guide City's decision making and CIP projects.

Granular Activated Carbon Selection and Evaluation, Sanford, FL. Project manager and engineer-of-record to assist the City in meeting future water quality regulations requiring reduced levels of DBPs throughout the distribution system. Reiss recommended a multi-phase approach to develop a GAC treatment system to control DBP formation. Distribution system hydraulic modeling was undertaken to determine the extent of treatment needed at each of the City's WTPs.

KEY PROJECT TEAM MEMBERS

**JAMES HAGERTY, PE****ROLE**Wastewater Treatment
Studies**NO. OF YEARS
WITH REISS**

3.5 years

**YEARS OF
EXPERIENCE**

35 years

REGISTRATION:Professional Engineer
FL No.:
43969**EDUCATION:**ME, Civil Engineering
BS, Civil Engineering

Mr. Hagerty is a civil and environmental engineer with a successful track record in facility planning and executing strategic plans, projects and programs for water, wastewater, and stormwater utilities. Project experience over his career has included program management, regulatory compliance program development, infrastructure development, alternative delivery, and utility compliance management. Mr. Hagerty offers specialized wastewater treatment expertise having been responsible for developing and optimizing process designs for advanced biological treatment systems sludge processing, and effluent disposal systems. He has used his unit process and operations experience to aid in the development of facility expansion plans, construction plans, value engineering analysis and technical reviews.

Westport Wastewater Treatment Facility Expansion, Port St. Lucie, FL. Lead design engineer for the preliminary engineering, permitting, final design, bidding, and construction services for expanding the Westport WWTF to meet the future treatment needs of the Westport service area. This scope is based on an anticipated future treatment to meet the following capacities: 10.71-mgd AADF, 12.00-mgd maximum month average day capacity, and 15.85-mgd peak day capacity.

Expansion of Aerobic Digestion System, Fort Myers, FL. Mr. Hagerty directed the design and construction for the expansion of the aerobic digestion system for the City of Fort Myer's two advanced wastewater treatment plants. The project included bench scale testing to determine required solids retention time to meet the USEPA Part 503 Biosolids Regulations for aerobic digestions, construction of new digesters and aeration systems. The bench scale testing was successful in reducing the required solids retention time to 15 days in the city permit requirement, resulting in a significant reduction in the required digester volume to meet the Class B sludger treatment requirements and project costs.

East Central Regional Wastewater Treatment Plant, West Palm Beach, FL. Mr. Hagerty performed pilot testing and design services for a sludge dewatering system for the expansion of the 55-mgd East Central Regional WWTP.

Delwood Super Station Design-Build, Hillsborough County, FL. Technical advisor for this design-build project involving the design and construction of a 10-mgd dual wet well, triplex diversion pump station, and demolition and repurposing of the existing Dale Mabry Wastewater Treatment Plant (WWTP) as part of the overall Northwest Consolidation Project. Additionally, the project included the design and construction of a reclaimed water low profile cascade aerator and dechlorination for surface water discharge to Brushy Creek. This design included a 3,000-standard-cubic-feet-per-minute (scfm) odor control unit, six submersible pumps, a dual wet well, a cascade aerator, a chemical feed system, site layout, and hydraulic analysis. This project required coordination with the Environmental Protection Commission (EPC) and the FDEP.

KEY PROJECT TEAM MEMBERS

**WESTON HAGGEN, PE****ROLE**

Project Engineer

**NO. OF YEARS
WITH REISS**

11 years

**YEARS OF
EXPERIENCE**

11 years

REGISTRATION:

Professional Engineer

FL No.:

77777

FDOT Certification

Temporary Traffic

Control (TTC)

Advanced, No. 41689

NASSCO PACP/

MACP/LACP

Certification No.

07004925

EDUCATION:

MSE, Civil

Engineering

BSE, Civil

Engineering

Mr. Haggen is experienced in water, wastewater, and reclaimed water. Projects include water quality hydraulic modeling, master planning, pipeline design, lift station design, potable water quality improvement, unidirectional flushing, inflow and infiltration (I/I) studies, construction administration, preliminary design of wastewater and water plants, regulatory permitting, water treatment pilot studies, feasibility studies, report writing, and data management, including geographic information systems (GIS) for a variety of municipal and government projects in water and wastewater treatment.

Water and Reclaimed Water Program Management, Clearwater, FL. Program manager for a system-wide potable water and reclaimed water main assessment and replacement program. This program not only includes the conceptual routing, design, permitting, and construction services for pipeline improvements that are in keeping with the big-picture goal of renewing critical infrastructure, but also the assessment and replacement methods to minimize impacts to service and critical roadways.

Consumer Court Lift Station Hydraulic Modeling and Permitting, Ocoee, FL. Project manager and EOR for a hydraulic analysis which was completed for the City of Ocoee to size the lift station components and confirm an existing gravity main could accept the flow from the new force main and gravity system connection along SR 50. The hydraulic analyses were used for the general FDEP permit approval. A jurisdictional wetland delineation and evaluation was completed to obtain the ERP and the U.S. Army Corps of Engineers permit.

Inflow and Infiltration Action Plan, Ocoee, FL. Project engineer for the City's I/I action plan to address high lift station run times and lift station capacity issues. The project involved smoke testing field work and the development of customized smoke testing data entry forms using the data point application for Android-based tablets.

Lift Station 10 Upgrade Hydraulic Analysis, Ocoee, FL. Project manager supporting the City's design effort for the design and permitting of the Lift Station 10 upgrade and removal of Lift Station 9. This analysis supplied the designers with existing and future pump duty points, performed pump model selection, and confirmed that Lift Station 10's existing force main would be adequately sized and the removal of Lift Station 9 was permissible.

Potable, Wastewater and Reclaimed Water Master Plan Consolidation, Casselberry, FL. Project manager to develop a consolidated Potable, Wastewater and Reclaimed Water Master Plan to guide the City's water and wastewater utility for the next 10-years. Each master plan was structured to determine and address the short-term and long-term challenges of each individual utility. Reiss provided a detailed master plan report summarizing the various reviews, site visits, field efforts and technical evaluations of the system, and a capital improvement project (CIP) program that included specific projects and an implementation schedule necessary for the City to expand, repair, replace and maintain the water and wastewater system and economically meet the City's level of service.

KEY PROJECT TEAM MEMBERS

MELANIE PECKHAM, PE

Ms. Peckham has 17 years of experience in consulting and government engineering. Her expertise includes the planning, design, assessment, and construction of wastewater and potable water facilities and infrastructure. Ms. Peckham also has experience reviewing residential, commercial, and industrial site development plans for compliance with local and state regulations, as well as providing permitting and construction administration services.

ROLE

Project Engineer

**NO. OF YEARS
WITH REISS**

9 years

**YEARS OF
EXPERIENCE**

17 years

REGISTRATION:

Professional Engineer

FL No.:

66487

EDUCATION:BS, Environmental
Engineering

Cranes Roost Stormwater Pump Station and Force Main Upgrades, Altamonte Springs, FL. Project manager for preliminary design, hydraulic modeling, final design documents, permitting, bidding, and construction administration services for the modifications to an existing stormwater pump station and pipeline improvements to route part of the flow to the City's Reuse Augmentation Facility.

Cocoa Pineda Causeway Water Main Addition Impact Evaluation, Cocoa, FL. QA/QC reviewer for the City of Cocoa's evaluation of two alternatives to add a second water main to the City of Melbourne's Pineda Causeway river crossing water transmission main project. The evaluation presented the technical issues and impacts to the project costs and schedule for the alternative selected by both cities. The impact to the overall cost to the City of Melbourne's project included construction and non-construction related costs.

Infrastructure Asset Evaluation of the Mims Public Water System, Brevard County, FL. Project manager for the assessment of the Mims Water Treatment Plant (WTP) and associated distribution system facilities' existing infrastructure integrity and condition for identification of repair and replacement costs, which will be necessary over the next 10 to 20 years. Services included project administration, data collection and review, field investigations, asset evaluations, and cost estimating.

Water Master Plan, Daytona Beach, FL. Assisted in a comprehensive water distribution system analysis. Analyzed population growth rates, water usage, bulk water sales agreements, and local system interconnects. Developed a facility reliability and capacity analysis for the City's WTPs. Determined necessary capital improvements to the water system (upgrades/replacement) over a 20-year period.

Altamonte/Apopka Reclaimed Water Main Conceptual Routing Analysis, Altamonte Springs, FL. Project engineer for the preliminary design of approximately 30,000 lf of 16-, 20-, and 24-inch reclaimed water main piping from the City's existing reclaimed water main tie-in on Maitland Boulevard (SR 414) to the City of Apopka's Water Reclamation Facility (WRF). Conceptual routing analyses included evaluation of five potential corridors for routing of the reclaimed water main (including SR 414, U.S. Highway 441, South Apopka Boulevard, Pinsky Railroad, and associated street ROWs), technical and preliminary constructability field reviews, coordination for hydraulic sizing and modeling of the mains, cost analysis of pipeline routing alternatives, recommendation for the preferred alternative alignment, and coordination with the City of Altamonte Springs, the City of Apopka, and Pinsky Railroad for potential route options.

KEY PROJECT TEAM MEMBERS

**ALEJANDRO SOLANILLA, PE****ROLE**

Project Engineer

**NO. OF YEARS
WITH REISS**

6 years

**YEARS OF
EXPERIENCE**

6 years

REGISTRATION:Professional Engineer
FL No.:
87505**EDUCATION:**BS, Civil Engineering
BS, Environmental
Engineering

Mr. Solanilla is a project engineer in the Winter Springs, Florida office of Reiss Engineering. Mr. Solanilla's knowledge applies to water and wastewater utility projects, including pipeline design (pressure and gravity) and lift station design. His background includes use of computer-aided design (CAD) and geographic information system (GIS) systems, and the use of hydraulic modeling software for planning and design purposes.

Water Quality Modeling Phase I and II, Orlando Utilities Commission, Orlando, FL. Project engineer leading this task, the primary objective of which is to evaluate and update the Orlando Utilities Commission's (OUC's) water quality model to optimize service to customers. An enhanced water quality model will provide OUC Water Production and Distribution staff a new dimension in predictive system performance monitoring, performance benchmarking, operations optimization, and regulatory compliance. Phase II included rebuild of complete Model which included calibration of the system and pumps. Analyses such as, storage evaluations, demand troubleshooting and a pilot UDF were also completed.

Mims Water Distribution System Improvements, Brevard County, FL. Project engineer for the development and calibration of a potable water hydraulic model. The model was then utilized to run various scenarios and perform alternative cost analyses, enabling the County to evaluate the existing capabilities and identify modifications required to improve water age, pressure, and velocity, as well as to maintain fire protection within the service area.

I-4 Water Main Contingency Planning, Orlando Utilities Commission, Orlando, FL. Alejandro served as a Project engineer and hydraulic modeler for this task. Based off of the Orlando Utilities Commission's request, Reiss assisted with contingency planning related to water mains that cross the I-4 corridor. These water mains could be impacted by the construction activities associated with the I-4 Ultimate project and OUC desired to have contingency plans in place to reliably address any service issues that may be encountered.

South Water Reclamation Facility Influent Pump Station and Upgrades, Orange County, FL. Project engineer assisted in pump station, hydraulic design, and cost set up for sub consultants. The project included the evaluation of four alternatives to expand the existing influent pumping capacity of 120-mgd peak flow without interrupting service.

I&I Osprey Sanitary Sewer Program, Titusville, FL. Project engineer, hydraulic modeler and field crew for testing. The City of Titusville owns and operates two Water Reclamation Plants that provide treatment of municipal sewage for the City. I&I contributions to the wastewater collection system can often be quite large and result in an increase in annual operating expense, as well as operational issues when disposing of the additional effluent. Staff assisted in the development and implementation of an effective sanitary sewer I&I identification and reduction program. The program was designed so that field testing and repairs are performed in a collaborative effort by the City, Reiss, and outside contractors.

KEY PROJECT TEAM MEMBERS

**JONATHAN MCCARTHY, PE**

Mr. McCarthy is a project engineer with experience in water/wastewater treatment, water resources, construction services, hydraulic modeling, and master planning, as well as water and air permit compliance.

ROLE

Project Engineer

**NO. OF YEARS
WITH REISS**

7 years

**YEARS OF
EXPERIENCE**

8 years

REGISTRATION:

Professional Engineer
FL No.:
85331

EDUCATION:

BS, Civil Engineering
BS, Environmental
Engineering

Downtown Ocoee Sewer Plan, Ocoee, FL. Project engineer for conceptual sewer design, phasing, and hydraulic modeling of a future downtown gravity sewer system. Created a sub-system gravity hydraulic model to evaluate the identified gravity system with the proposed alternative infrastructure in the downtown area.

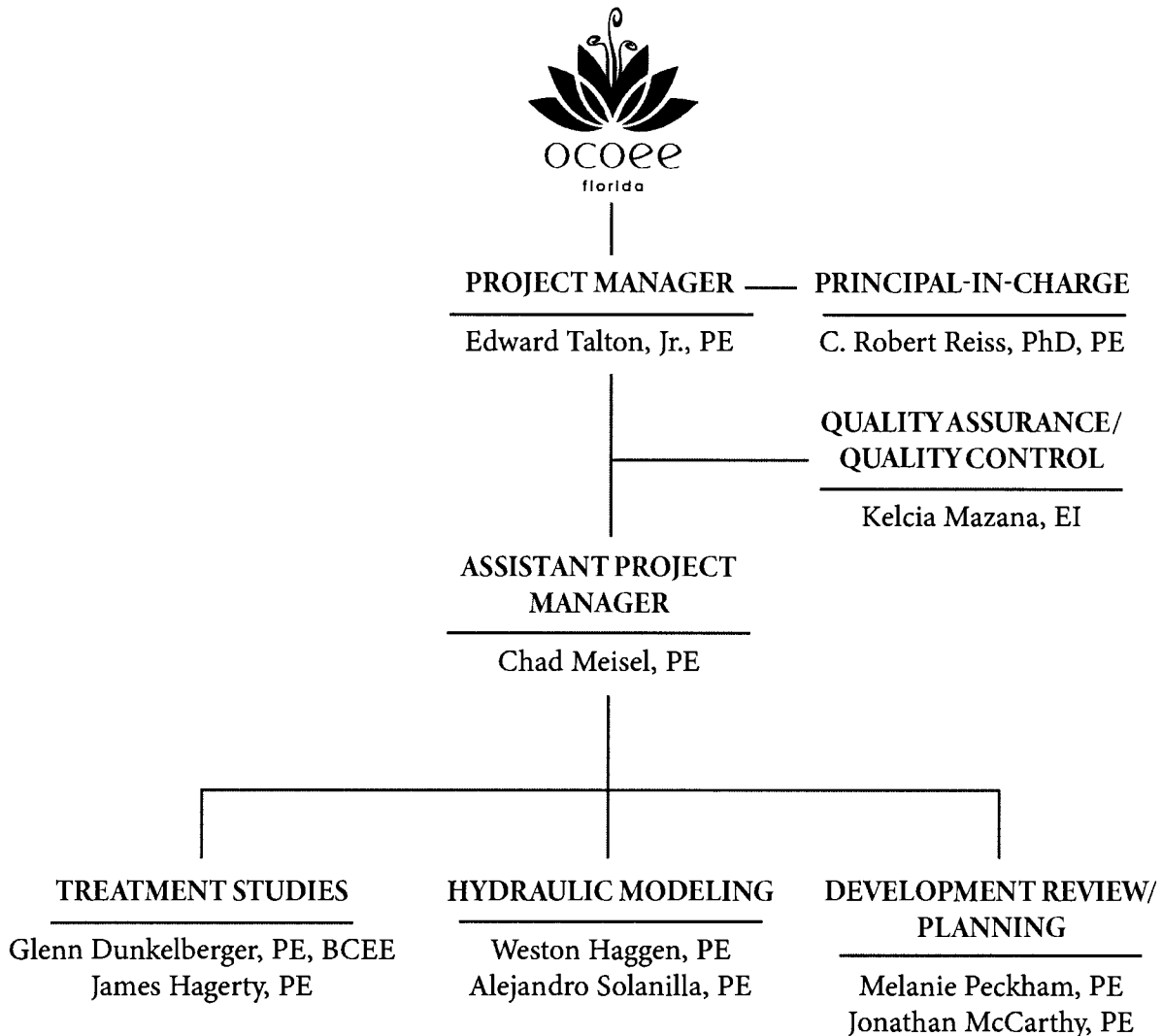
Potable and Reclaimed Water Systems Master Plan and Hydraulic Model Update, Altamonte Springs, FL. Project engineer for creating the potable hydraulic and water quality model and the reclaimed hydraulic model from the City's GIS, as-builts, supervisory control and data acquisition (SCADA), etc. Produced detailed potable and reclaimed water master plan reports that summarized the various technical evaluations of the system and a capital improvements program (CIP) that included specific projects and an implementation schedule necessary for the client to expand, repair, replace, and maintain the potable and reclaimed water systems and economically meet the client's level of service.

Cypress Lake Potable Water Transmission, Optimization, and Interconnection Analysis and Conceptual Design, The Water Cooperative of Central Florida and Reedy Creek Improvement District, FL. Project engineer for developing a 36-mgd conceptual design, and hydraulic and water quality model for transmission and optimization of the Cypress Lake supply water in concert with existing potable water sources to facilitate the efficient and cost-effective transfer and transmission of potable water among five major Central Florida utilities.

Wastewater and Water Hydraulic Model Flow Update, Orange County, FL. Project engineer for updating the demand information for the water and wastewater hydraulic models to ensure the models accurately and relevantly support planning and operational decision making. Utilized Orange County Utilities GIS data to assign new pump station area boundaries to unmatched pump station locations for the wastewater demands. The hydraulic modeling services project included completion of minor studies to support Engineering and Water Division staff as needed.

Miscellaneous Engineering and Hydraulic Modeling Services, Clearwater, FL. Project engineer for miscellaneous advanced hydraulic modeling services for the City's potable water distribution system compliance reports. Two tasks were completed under this scope. The first task used trace analysis capabilities of the hydraulic modeling software to reduce the number of households required to receive notification for a water quality parameter exceedance event (related to the Stage 2 D/DBP Rule). The second task used the hydraulic model to determine the impacts of taking a large storage tank offline on the water age in the distribution system. This task also reviewed the potential for fire protection and storage requirement impacts.

PROJECT ORGANIZATION AND COORDINATION STRUCTURE



WE HAVE A LOCAL STAFF OF 45 PROFESSIONALS IN OUR CENTRAL FLORIDA OFFICES READY TO ASSIST ON PROJECTS AS NEEDED



APPROACH

The City utilizes hydraulic models to support decision making for expanding, rehabilitating and improving its existing water, wastewater and reclaimed water systems. Modeling can support key engineering, planning and operations decisions to efficiently operate and expand the City's water utilities. Hydraulic models have provided the City value in development reviews, particularly identifying and resolving potential capacity impacts, as well as permitting, operational improvements and system trouble shooting.

The Reiss approach matches the scope of work requested as described below. Our approach is simple, to work hand-in-hand with the City's staff to update and utilize the City's hydraulic models using the cutting edge modeling software and experienced engineers. Updates in model structure and detailed demand/flow allocations will keep the model foundation sound and available field data can validate/calibrated models. Our mission is to update and maintain hydraulic models so that you have confidence in simulations to truly reflect actual field conditions.

DEVELOP AND MAINTAIN MODELS

“Developing and maintaining hydraulic models for potable water, reclaimed water, and sanitary sewer systems including collection, distribution, and transmission components.”

Reiss has extensive experience with the City's existing hydraulic models for potable water distribution, reclaimed water distribution and sanitary sewer collection and transmission having constructed them; this will save the City considerable time and budget updating and maintaining the models. The models have been updated with key information over the past several years and with the City's recent significant development growth and downtown initiatives could be further improved by updating key inputs. Small to medium levels of field calibration would further validate the models' accuracy and agreement with actual field conditions. Calibration or verification can also help identify

field related anomalies, such as closed valves or worn pump impellers that can help improve system performance.

The approach to updating the hydraulic model starts with verifying model structure including pipes, nodes, pumps, tanks, connections, autoflushers and elevations. The model structure would be compared with the City's latest AutoCad and GIS data to capture up to date system expansions and modifications. With new pipes and nodes in place, demand and flow allocations can be updated with the City's latest customer meter billing database. Model demand and flow allocations drive model accuracy. Reiss is intimately familiar with the City's customers having geo-coded water meter billing data previously. Averaged billing data would be into water models and converted into wastewater flows spatially allocated into the hydraulic models. Once structure and demand/flows are updated, Reiss and the City can proceed with field verification using field collected and/or available flow, pressure, and level information to improve the models' accuracy and potentially locate field irregularities. Calibration does not have to be system wide but can be focused or targeted in areas of concern to minimize data collection efforts and cost.

REVIEW DEVELOPMENT IMPACTS

“Assessing impacts of proposed developments and their respective flow contributions on the City's existing infrastructure and evaluating existing and future system requirements.”

The Western Force Main has been completed and is functioning as planned providing redundancy and capacity to serve expected future development on the western half of the City including the Downtown corridor. The City utilizes the hydraulic models to integrate development's potable water, reclaimed water, and sanitary sewer systems services into the Ocoee's existing systems without significant impact to existing customer's service. If downstream impacts are identified upfront, the City can work with developers to construct facilities

that abate the impacts via solutions identified using hydraulic analyses. Reiss Project Manager, Ed Talton has provided development review for over 20 years in Central Florida including for the City of Ocoee. Our project engineer, Jonathan McCarthy served in a development review role for the City of Orlando and has significant experience in this role. Reiss' 7+ years of identical development review services for the City of Ocoee provides efficiency and no learning curve to apply the City's engineering standards and review process to assimilating new connections minimizing capital and operating costs.

The City will benefit by Reiss ensuring that development engineers design facilities that not only meet City engineering standards, but function seamlessly with the City's existing and future infrastructure. The City's models have both existing and future scenarios that enable forecasting future conditions so that parallel lines or pump upgrades are not required. This has and will continue to save the City significant future costs.

One approach that has worked well for the City has been modeling work sessions with staff. Computer model runs are made together with City staff that provide on-the-fly input and direction. This approach saved the City tens of thousands of dollars on the State Road 50 widening project by eliminating unnecessary piping re-construction. The potable water model also has the capability to perform a detailed fire flow analysis. We will work with the Utility staff and Fire Department to identify standard values for fire flow requirements for the various locations throughout the City. We understand that the ability to provide sufficient fire flow service to the entire City is important. The hydraulic model is an extremely valuable tool for line size replacement for both fire flow and for other issues such as small (2") pipe replacement and aging pipe issues. The model can be used to develop a priority list for infrastructure improvements that will provide the best value for the City, not only for replacement, but for sizing to meet future conditions.

MODELING SUPPORT WORK

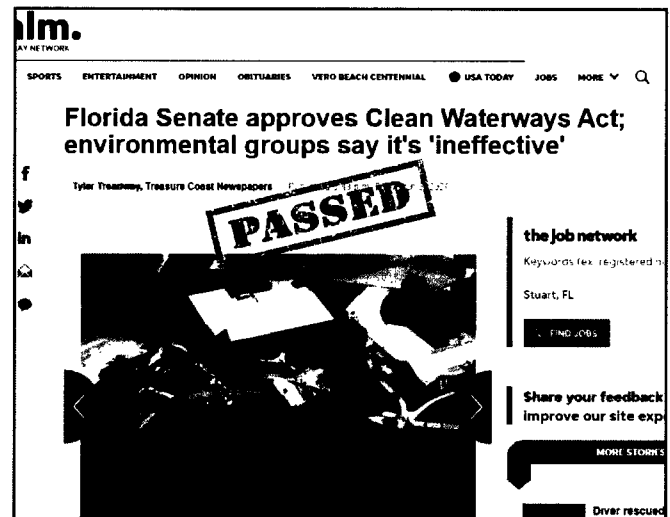
"Recommendation of model parameters, coordination with the City to update the City's utility system in to the modeling environment, compilation of data required by the model, formation of alternative networks, model operation, utilities studies, recommendations on operation equipment and maintenance, and other services associated with municipal utility modeling and other utility operation improvement."

Reiss will utilize an approach that has made us a leader in hydraulic modeling for municipal Utility needs here in central Florida. Our staff utilizes cutting edge modeling processes and methods that have brought national and local recognition for the specific services desired by the City of Ocoee in this RFQ. As shown throughout this proposal, our key staff has performed these exact services for numerous Florida municipalities and specifically for many of the local Utilities right here in central Florida, including a recent wastewater model up-date for the City of Ocoee (City). Our Team knows the City and the issues facing the Utility with respect to planning and will use this knowledge to get the most out of these excellent hydraulic modeling tools cost effectively.

Reiss will provide the City with experience and depth of resources to ensure that that the City has high quality and accurate models and that support services are in place to transfer utility system data into the models, form alternative networks, operate the model, and provide other support services to the City. Mr. Talton will work with your staff to evaluate various scenarios to make key planning and engineering decisions, as well as support the staff for the Downtown Master Plan and support communication with the City Commission. The same situation is true for the City of Melbourne, the City of St. Cloud, the City of Tampa and Toho Water Authority. For these municipalities, we have built and (in most cases) calibrated either their water, wastewater and/or reclaimed water models. Additionally, we remain under contract to these municipalities to answer engineering and planning

questions. We are also currently working for the Cities of Sanford and Orange City to up-date and calibrate their wastewater and water models.

Part of the City falls within the Wekiva River Basin which in October of 2015 a Basin Management Action Plan (BMAP) was published which describes a need for septic tank conversion to a central sewer system. The City has been proactively planning and implementing this conversion including the Bluford Avenue corridor that Reiss assisted with gravity pipe layouts. Reiss' recent experience with Seminole County's Wekiva River septic tank conversion plan will also benefit the City. Senate Bill 712 Environmental Resource Management (aka the Clean Waterways Act) was passed in March of 2020 and similarly prescribes septic to sewer conversion. SB 712 provides funding mechanisms; Reiss can assist the City of Ocoee pursue funding for this important initiative to minimize rate impacts on new and existing customers.



In March 2020 Senate Bill 712 Environmental Resource Management (Clean Waterways Act) was passed

ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

In order to meet the City of Ocoee's (City) project deadline, the City needs an engineering team that:

- Possesses proven communication skills;
- Has previous experience in managing water quality and compliance projects;
- Provides innovative and proven techniques for maintaining schedules and budgets; and,
- Manages the time commitments of key staff to ensure project success.

Reiss philosophy of project delivery includes the concept that schedule, and the ability to produce work products quickly and accurately, is truly a primary priority of execution of municipal projects. Reiss has provided municipalities similar to the City with a significant quantity of work products, technical assistance, and additional "extension-of staff" type resources for a variety of water quality and compliance projects. We encourage the City to contact our municipal references relative to the technical proficiency of the staff members assigned, schedule compliance, as well as any other areas that are of particular importance to you.

Our project team is structured such that Edward Talton will be directly responsible to you for time and budget requirements, with ongoing coordination and communication. Our leadership team is pleased to offer Mr. Talton as our proposed Project Manager as an industry expert in hydraulic modeling.

Our firm manages project schedules and budgets using Deltek Avera, one of the most popular and feature-rich Project Budget and Project Management software packages in the industry. Both the contracted schedule and budget in our Task Order with you is loaded into Avera at the enrollment of the project, thus setting the mark by which you and we will evaluate schedule and budget success.

Our Project Managers have access to real-time, detailed information on spend rates, who is charging to their project, a comparison of planned versus actual level of project completion, and many other queries and reports to help them manage their work. In addition, there is a corporate-level review and reporting on each open project every month by our Chief Financial Officer, which is shared with our engineering managers. Each project manager receives a custom report with the information associated with each of the projects they are leading. To better capture issues before they get too far, we perform a weekly review led by our CFO and attended by our Management Team of the Top Ten projects approaching or exceeding budget or schedule limits. We are committed to completing tasks for Ocoee on time and within budget.

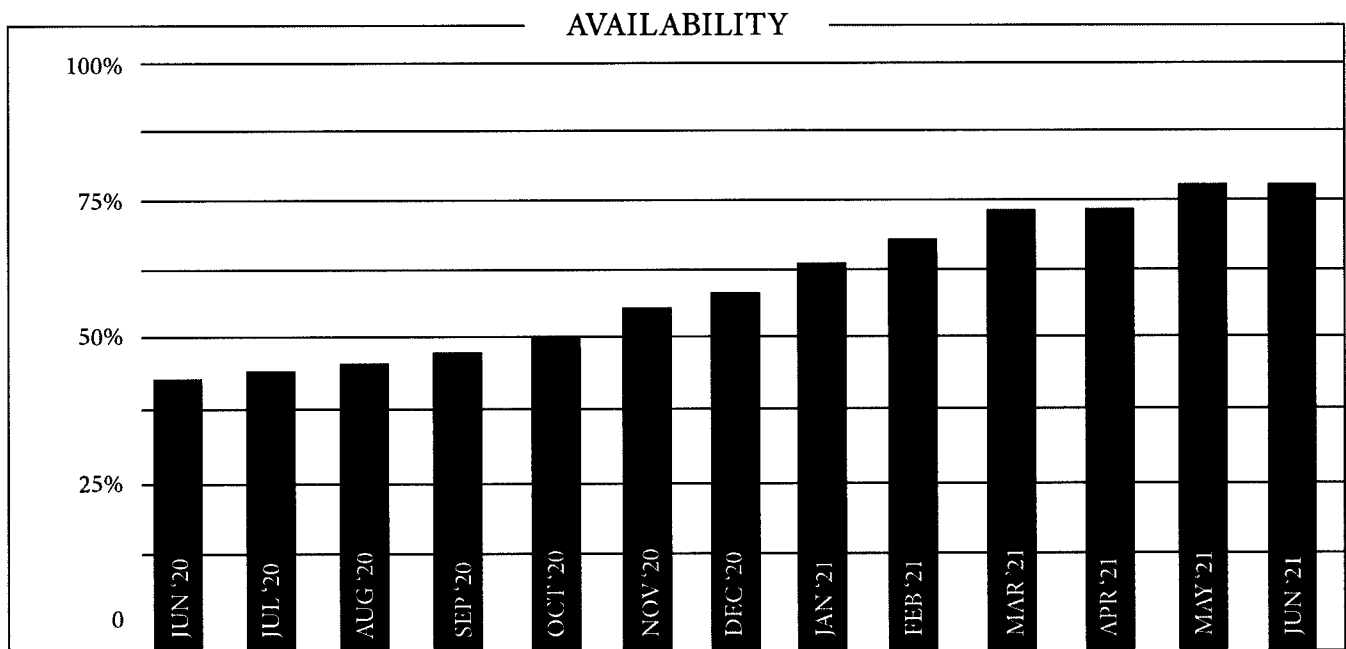
"REI (REISS) HAS CONTINUALLY MET SCHEDULE AND BUDGET COMMITMENTS WHILE DELIVERING QUALITY RESULTS"

*Ed Gil de Rubio, Executive Director
SSNOCWTA*

PROJECT WORKLOADS AND AVAILABILITY

One of the City of Ocoee's primary priorities for this assignment, beyond identifying qualified consulting firms, is to contract with firms that have the necessary personnel and available capacity to perform the critical tasks to complete this contract. Reiss Engineering's designated members and its staff are ready and available to serve the City on this contract. All members of Reiss are committed to providing the highest quality service to the City and have available capacity to complete any projects which may arise from this contract.

With respect to current workload, Reiss has a team of 45 employees capable of delivering for you. Our current backlog of formal commitments and contracts has been compared to the manpower available in our firm through June 2021. **As illustrated in the figure below, we have more than ample staff to execute any project that may arise under this continuing contract.**



II. FIRM'S OFFICE LOCATION & OTHER FORMS

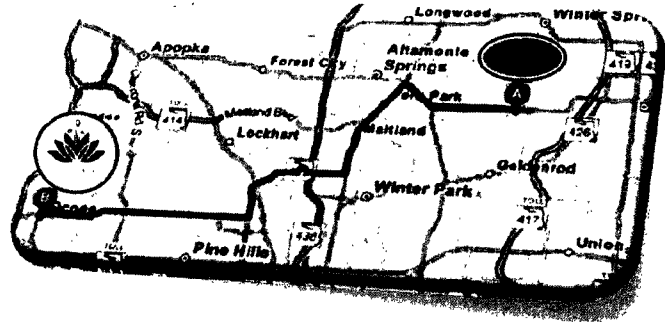


II. FIRM'S OFFICE LOCATION & OTHER FORMS

OFFICE LOCATION

Based on the nature and importance of the services requested in this RFQ, it is clear that the City of Ocoee needs to contract with firms capable of providing assistance quickly and effectively. The location of project team members can play a significant role in the ability of a firm to respond to project demands. With Reiss Engineering's Corporate office only 21 miles and 30 minutes from City Hall, our team will be able to respond quickly to the City's needs.

Reiss' corporate office is located in Winter Springs, and will be the location from which performance and supervision of engineering services for the City will occur. Reiss' location will allow us to provide efficient and effective service to the City, and our reputation for providing personalized services to clients in central Florida strongly supports our ability to provide service to the City on this project.



Reiss Engineering, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708
407.679.5358

COMPANY INFORMATION SHEET

COMPANY INFORMATION/SIGNATURE SHEET RFQ #20-006

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

Reiss Engineering, Inc.

COMPANY NAME

407.679.5358

TELEPHONE (INCLUDE AREA CODE)

407.679.5003

FAX (INCLUDE AREA CODE)

marketing@reisseng.com

E-MAIL ADDRESS



AUTHORIZED SIGNATURE (manual)

Edward Talton, Jr., PE/Vice President

NAME/TITLE (PLEASE PRINT)

1016 Spring Villas Point

STREET ADDRESS

Winter Springs, FL 32708

CITY STATE ZIP

FEDERAL ID # 59-3546309

☐ Individual ☒ Corporation ☐ Partnership ☐ Other (Specify) _____

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

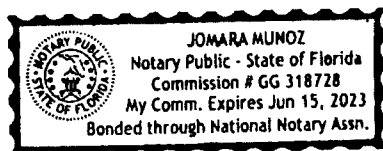
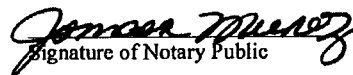
Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this
16th day of June, 2020.

Personally Known ☒ or

Produced Identification _____

(Type of Identification)

Notary Public - State of Florida
County of Seminole

Signature of Notary Public

Jomara Munoz

Printed, typed or stamped

Commissioned name of Notary Public

CONFLICT OF INTEREST DISCLOSURE FORM



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

RFQ #20-006 – Continuing Engineering Services Utility Modeling

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

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

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

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

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

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

Acknowledged by:

Reiss Engineering, Inc

Firm Name

Edward H. Talton, Jr.

Signature

Edward Talton, Jr., PE—Vice President

Name and Title (Print or Type)

June 16, 2020

Date

ADDENDA

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

Litigation statement is attached

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

No. <u>N/A</u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>
No. <u> </u>	Dated <u> </u>

Edward H. Johnson Jr.

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LITIGATION HISTORY

Reiss Engineering, Inc. (Reiss) provides a wide range of services, including design and construction of water treatment, wastewater, and reuse water facilities, as well as planning and permitting services. With a historical focus on advanced potable water supply and water quality studies, and an impressive resume of complex design projects, Reiss Engineering, Inc. has established itself as an industry leader in civil and environmental consulting engineering.

Over the past 20 years, Reiss has completed more than 1,000 projects for more than 140 clients, with the majority throughout the State of Florida. In the last 5 years, Reiss has been involved in litigation relating to two projects on which we provided services. One case was settled in mediation with paying a minimal nuisance value toward the settlement and the second and third cases are pending. Details of these litigations involving Reiss are as follows:

Damage to force main during public roadway improvement project:

- A general contractor damaged an underground force main during a public roadway improvement project located in east Orange County. Reiss Engineering, Inc. provided on-call engineering and utility locate services to the South Seminole & North Orange County Wastewater Transmission Authority (SSNOCWTA), the owner of various underground utilities located within the boundaries of the project.
- In 2014, the project general contractor's general liability insurer brought suit against SSNOCWTA seeking reimbursement for costs to repair the force main. SSNOCWTA enjoined Reiss Engineering, Inc. as a third-party in the suit seeking contractual indemnity for all or part of the damages based solely upon the alleged deficiencies in the utility locate services provided by Reiss' subcontracted professional surveyor, Southeastern Surveying and Mapping, Inc. and did not allege any negligence on the part of Reiss. The case was mediated and settled in 2017, with all five defendants, including Reiss, mutually agreeing to pay an equal and nominal nuisance payment toward the settlement.

Subcontractor final payment dispute:

- Reiss Engineering Inc., in its capacity as design consultant/design professional for WPC Industrial Contractors, Inc. (design-builder), completed a design-build project for Hillsborough County, Florida that provided for a new 10 MGD wastewater pump station (Delwood Master Pump Station) to divert flows from the decommissioned Dale Mabry Advanced Wastewater Treatment Plant to the County's expanding Northwest Wastewater Treatment Facility. Reiss terminated its original subcontractor for electrical engineer of record services, Engineering Design Technologies, Corp. (EDT) under the "termination for convenience" provisions of its subconsultant agreement with consent of Hillsborough County and WPC Industrial Contractors. In 2018, EDT filed suit claiming non-payment for services. The case is on-going.

Final payment dispute:

- Reiss Engineering Inc., in its capacity as design consultant/design professional for WPC Industrial Contractors, Inc. (WPC), completed a design-build project for Hillsborough County, Florida that provided for a new 10 MGD wastewater pump station (Delwood Master Pump Station) to divert flows from the decommissioned Dale Mabry Advanced Wastewater Treatment (AWT) Plant to the County's expanding Northwest Wastewater Treatment Facility. Hillsborough County paid approximately \$173,000 to WPC for the express purpose of payment to Reiss Engineering, Inc., which WPC failed to do. Reiss also provided additional project related services for which WPC has failed to pay Reiss. In 2019, Reiss filed suit against WPC and its bonding company claiming non-payment for services. The case is on-going.

With an impressive history of project successes and nominal litigation experiences, Reiss has been widely embraced by clients in need of the expertise, customer service, and attention to detail offered by the firm's staff. If you have any specific questions or concerns about this disclosure, please feel free to contact us to discuss further.

City of Ocoee | RFQ #20-006
**CONTINUING ENGINEERING
SERVICES FOR UTILITY
MODELING AND MINOR
UTILITY STUDIES**
June 11, 2020

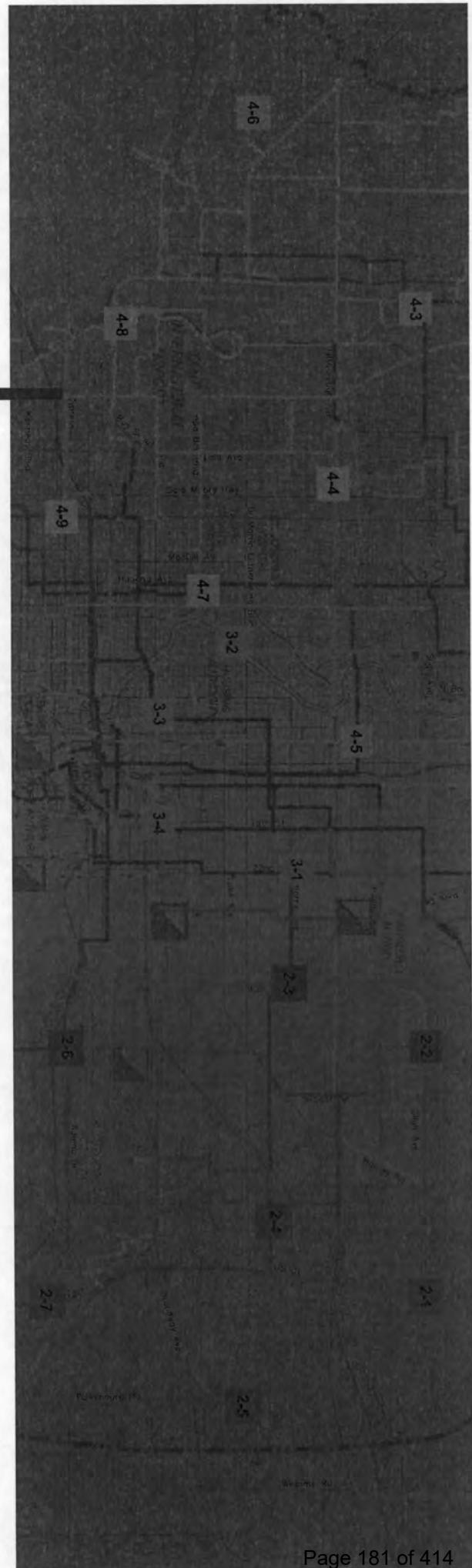


REISS ENGINEERING



Submitted by:
Reiss Engineering, Inc.
1016 Spring Villas Point
Winter Springs, FL 32708
PM: Edward Talton, Jr., PE
407.679.5358
ehtalton@reisseng.com

To:
City of Ocoee
Finance Department/Purchasing
150 N. Lakeshore Drive
Ocoee, Florida 34761



CITY OF OCOEE

**REQUEST FOR QUALIFICATIONS
(RFQ) #20-006**

**CONTINUING ENGINEERING SERVICES
FOR UTILITY MODELING AND MINOR
UTILITY STUDIES**



OCOEE

florida

Request for Qualifications, Legal Advertisement

The City of Ocoee, Florida (the "City") is soliciting sealed statements of qualifications for **RFQ #20-006 CONTINUING ENGINEERING SERVICES FOR UTILITY MODELING AND MINOR UTILITY STUDIES**. Qualification packages will only be accepted electronically through Negometrix4, a free e-Procurement platform, **until 2:00 pm, local time, on June 16, 2020**. Qualification packages received after that time or through any other method will not be accepted under any circumstances. Qualification packages that have been timely received will be publicly opened virtually online and the names of the responding firms read aloud at that time; instructions will be provided at <https://www.ocoe.org/959/Public-Bid-Meetings>. All questions regarding this RFQ should be in writing to Vanessa Anthony, Purchasing Technician, Finance Department/Purchasing vanthony@ocoe.org. No Pre-submittal conference is scheduled at this time. Prospective respondents may secure a copy of the documents required for submitting statements of qualifications at no charge through Negometrix4 by accessing the City's published solicitation page at <https://app.Negometrix4.com/buyer/748>. Please visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective respondents will be provided with all information regarding this RFQ, addenda, and changes to the project requirements through the Negometrix4 platform.

Melanie Sibbitt, City Clerk

Orlando Sentinel, May 17, 2020.

**CITY OF OCOEE
REQUEST FOR QUALIFICATIONS “RFQ” #20-006
CONTINUING ENGINEERING SERVICES FOR
UTILITY MODELING AND MINOR UTILITY STUDIES**

A. INTRODUCTION AND GENERAL INSTRUCTIONS

1. The City of Ocoee, Florida, in conformance with the Consultants’ Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the policies and procedures of the City of Ocoee (City) is soliciting statements of qualifications from qualified professional engineering firms that are interested in providing potable water, reclaimed water, and sanitary sewer utility modeling services and associated utility studies within the Ocoee Utility Services Area (present and/or future) in western Orange County.

Responding firms (Respondent, Firms, Bidder, Proposer) must be experienced in providing engineering services for projects of a scope and nature comparable to those described. Use of qualified subconsultants for specialty work is acceptable. To be considered, the firm shall be qualified by a licensed professional in accordance with Florida State law and be familiar with all applicable State of Florida, St. Johns River Water Management District, Orange County, and City land development codes, regulations, and laws, and with City and Orange County construction standards.

2. The City intends to award a contract to one (1) qualified engineering firm to perform the required services. In determining whether a firm is qualified, the City shall consider the Evaluation criteria set forth in this RFQ. The Firm selected by the City will provide utility modeling services and minor utility studies to the City on an as-needed basis, which will be assigned using task orders issued by the City under the continuing contract. The contracts shall automatically be renewed annually, unless terminated by the City in writing, for a maximum of five years from the date of execution, and one (1) additional optional renewal option, unless otherwise terminated by either party, in writing, given 30 days notice.
3. Prospective respondents may secure a free copy of the documents required for submitting a response through Negometrix4 by accessing the City’s published solicitation page at <https://app.Negometrix4.com/buyer/748>. Please visit <https://www.ocoe.org/323/Purchasing> for more information. Prospective respondents will be provided with all information regarding this RFP, addenda, and changes to the project requirements through the Negometrix4 platform. Partial sets of the documents required for submitting a statement of qualifications will not be issued. By using Negometrix4, prospective respondents will be provided with all information regarding this RFQ, all addendums and changes to the project requirements; there is no charge to use the Negometrix4 e-procurement platform.
4. Each qualification package should consist minimally of a cover letter, statement of qualifications, conflict of interest disclosure form and company information form (attached at the end of these instructions). Please also include a copy of all applicable licenses held by firms or key subconsultants proposing to perform the work. Statements

of qualifications should be limited to a total of **fifty (50) 8.5"x 11" pages** (including any resumes and maximum 2-page cover letter but excluding front and back covers, dividers, table of contents, and company information form), single-sided, portrait orientation, 12-point font. Additional submission instructions are supplied below in Section D. Any qualifications package failing to conform to these specifications may be subject to rejection. **The person signing the signature sheet on behalf of the respondent must have the legal authority to bind the respondent to the submitted qualification package and shall be understood to do so.** All expenses for providing qualification packages to the City shall be borne by the respondent.

5. The City utilizes Negometrix4, an e-procurement platform. The City is **ONLY** accepting electronic solicitation responses online through the City's Negometrix4 platform at <https://app.Negometrix4.com/buyer/748>. This link can also be accessed through the City's website at <https://www.ocoe.org/323/Purchasing> under the ***Current Open Solicitations*** menu. All responses for this bid **MUST** be submitted through the Negometrix4 platform. Bid/RFP/RFQ submissions received in any other format will not be accepted; no paper, fax, or e-mailed submissions will be accepted. **There is no charge to use the Negometrix4 electronic bid submission platform.**

Registration with Negometrix4 is free and is required prior to submitting a bid response. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Negometrix4 Service Desk by calling (724) 888-5294 or by emailing servicedesk.us@Negometrix4.com.

Once your company is registered with Negometrix4, you will be able to submit your bid/proposal/qualification statement securely, anytime before the bid deadline, at <https://app.Negometrix4.com/buyer/748> by clicking the PARTICIPATE BUTTON under the solicitation. Bids/Proposals/Qualification Statements submitted on Negometrix4 will remain locked and inaccessible by City staff until the bid deadline. Respondents are encouraged to allow ample time to upload and submit your Response as the system will automatically lock responses upon the bid deadline. A virtual public bid opening will be held on the date and time indicated below. Details on how to access the virtual bid opening will be located on the City's website at <https://www.ocoe.org/959/Public-Bid-Meetings>.

6. Respondents shall submit one (1) complete electronic copy, preferably in a single file, of their qualifications package on the Negometrix4 platform. Qualification packages must be received by Negometrix4 no later than **2:00 p.m. (local time) on June 16, 2020**. Any qualification package received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package is received will be resolved against the Respondent. It shall be the sole responsibility of the Respondent to have the qualifications package **uploaded and submitted** on the Negometrix4 e-procurement platform prior to the due date and time.

7. Please submit all Questions within Negometrix4 platform in the Question & Answer tab before the deadline specified in the schedule or through written inquiries directed to Vanessa Anthony, Purchasing Technician at vanthony@ocoe.org. Deadline for receipt of written inquiries will be **June 9, 2020 at 2:00 p.m., local time.**
8. Potential Respondents should not contact City staff, with the exception of the Purchasing Technician, or other City consultants or City Commission for information regarding this RFQ before the project award date. Any contact with any other member of the City Staff, City Commission, or its consultants during the RFQ, award, and protest period may be grounds for Respondent disqualification.
9. Action on qualification packages is expected to be taken by the City Commission within ninety (90) days of the submission opening date; however, no guarantee or representation is made herein as to the time between receipt of the qualification package and subsequent City Commission action. A more detailed schedule is given below.
10. All applicable laws and regulations of the United States, the State of Florida, and the City of Ocoee will apply to any resulting Agreement. The provisions of the Consultant's Competitive Negotiations Act (Section 287.055, Florida State Statutes) shall apply, where applicable.
11. The successful Respondent shall be required to execute an Agreement, in form and content acceptable to the City, indemnifying and holding harmless the City, its officials, officers, employees, and agents from all claims.
12. **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 a 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 State Statute 287.133 (2) (a).
13. **FLORIDA PUBLIC RECORDS LAW.** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by Chapter 119, Florida Statutes, and other applicable State and Federal Laws, all Bidders 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 that they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to this request for qualifications become the property of the City 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.

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public record to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-905-3100, EXTENSION 1022, CCDL@OCOEE.ORG, WITH AN OFFICE LOCATED AT 150 NORTH LAKESHORE DRIVE, OCOEE, FLORIDA 34761

14. **PATENT INDEMNITY:** Except as otherwise provided, the successful respondent agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the City or supplies furnished or construction work performed hereunder.

Further, the Respondent 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 bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid price shall include all royalties or cost arising from the use of such design, device, or materials.

15. **Conflict of Interest/Non-Collusion Certification:**

- a) Respondent declares that the only persons or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud and that it is made without collusion with any other vendor or official of the City of Ocoee. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of a contract for the described services.
- b) Respondent certifies that no City Commissioner, other City Official, or City employee directly or indirectly owns assets or capital stock of the Responding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal. (For purposes of this paragraph, indirect ownership or benefit applies to any members of his or her immediate family)
- c) 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. **Respondent must submit the attached Conflict of Interest Disclosure Form.**
- d) Respondent further declares that a careful examination of the scope of services, instructions, and terms and conditions of this RFQ has occurred, and that the proposal is made according to the provisions of the RFQ documents, and will meet or exceed the scope of services, requirements, and standards contained in the RFQ documents.
- e) 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, the 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.

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

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

B. INSURANCE TERMS AND CONDITIONS

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

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

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

Commercial Umbrella:

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

Builders Risk: (Not Applicable for Engineering Services).

- \$100,000 Any (1) Location
- \$1,000,000 Any (1) Occurrence

(remainder of page left blank intentionally)

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.	
INSURED Contractor's Name Address		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: All Risk 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.			
POLICY NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ ☐ LOC			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY ☐ ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE \$ ☐ RETENTION \$			EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☒ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED If yes, describe under SPECIAL PROVISIONS below OTHER Builders Risk			☒ WORKERS COMPENSATION ☐ EMPLOYERS' LIABILITY E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 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		CANCELLATION	
City of Ocoee 150 N. Lakeshore Drive Ocoee FL 34761-2258		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

9. Certificates of Insurance: Certificate of Insurance Form (see sample, above), naming the City of Ocoee as an additional insured will be furnished by the Consultant upon notice of award. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Technician. This certificate shall be dated and show:
- The name of the Insured consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

- Statement that the Insurer shall mail notice to the Owner at least thirty (30) days prior to any material changes in provisions or cancellation of the policy, except ten (10) days written notice of cancellation for non-payment of premium.

C. SCOPE OF SERVICES

The City is soliciting statements of qualifications from interested professional engineering firms to assist the City in developing and maintaining hydraulic models for potable water, reclaimed water, and sanitary sewer systems for collection, distribution, and transmission components. Work may include assessing impacts of proposed developments and their respective flow contributions on the City's existing infrastructure and evaluating existing and future system requirements. Work may also include minor studies into the City's utility systems to improve operation and infrastructure.

The selected Consultant will assist the City in developing and maintaining hydraulic models for the City's potable water supply, sanitary sewer collection and treatment, and reclaimed water systems. Consultant's tasks will include but not be limited to recommendation of model parameters, coordination with the City to update the City's utility system into the modeling environment, compilation of data required by the model, formation of alternative networks, model operation, utilities studies, recommendations on operation equipment and maintenance, and other services associated with municipal utility modeling and utility operation improvement. The selected Consultant shall not be eligible for other Utility professional services with the City of Ocoee during the length of the contract.

D. SUBMITTALS

Qualifications packages should be designed to portray to the City how the respondent's services can best match the knowledge, skills, and abilities suggested by the anticipated Scope of Services given above. In order for the City to evaluate the qualification package, each Respondent should provide information relative to their ability to provide services that will best meet the needs of the City. The submission materials should include the following, and missing material may cause your submission to be evaluated accordingly:

I. Firm's Qualifications

- List of all firm's employees, their qualifications, and their role in providing the desired City services.
- Firm's and employee's certifications and licenses with regulatory agencies, professional organizations, etc.
- List firm's sub-consultants, their qualifications, and their role in this project.
- List of firm's other current, projected, or recently completed similar services within the past two (2) years with other public or private agencies.
- List of the modeling software packages in which the firm has expertise.
- List and quantity of firm's (and firm's sub-consultants' if applicable) equipment including survey instruments, computers, plotters, vehicles, etc.

- List of at least three (3) client references to include organization name, contact person, telephone number (s), and e-mail address.
- Project Manager education, experience and any special consideration
- Key Project Members education, experience and any special consideration
- Firm's Project organization and coordination structure

II. Firm's Office Location & Other Forms (not included in page limit)

- Company Information/Signature Sheet p. 17.
- Conflict of Interest Disclosure Form p. 15.
- Receipt of any addenda issued p. 16.
- Summary of Litigation, if none please so state. Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Firm in the past five (5) years which is related to the services that the Firm provides in the regular course of business. The summary shall state the nature of the litigation, claim, or contract dispute, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved p. 16.

E. TIME SCHEDULE

The anticipated schedule of events related to this solicitation is:

Date of RFQ	Request for qualifications published
23 days later	Last day for questions
30 days later	Statements of qualification are due
32 days later	Qualification statements distributed to evaluation committee
45 days later	Evaluation committee meeting held
60 days later	Interviews of the top three or more Respondents
Next meeting	Short-list of ranked firms recommended to City Commission

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

F. SELECTION PROCESS

1. The criteria for selection shall be based on the criteria listed in the RFQ. The City reserves the right, before awarding the contract, to require a Respondent to submit additional evidence of its qualifications, as the City may deem necessary, and shall conduct discussions with, and may require oral presentations by, no fewer than three (3) firms.
2. A City evaluation committee will evaluate each respondent's qualifications and after interviews and/or oral presentations will short-list and recommend to the City Commission the top three (3) firms, if possible, in ranked order of qualifications based upon the evaluation committee's evaluation of the responses and any client references. All Respondents shall be notified via Negometrix4 or other means of the evaluation

committee's recommended ranking of firms to the City Commission. The City Commission's decision to endorse or modify the ranking by the evaluation committee shall be final. The City Commission shall be the final authority in the award or rejection of any and all responses.

3. The City will apply the negotiation requirements of Section 287.0055, Fla. Stat., (a.k.a., CCNA). The City will attempt to negotiate an agreement with the top-ranked Respondent. If no agreement is reached with the top-ranked Respondent, negotiations will be terminated and initiated with the second-ranked Respondent, and so on, until an agreement is reached.
4. The successful Respondent shall be required to execute an agreement which provides, among other things, that all 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 subsequent executed by both parties.

Evaluation Criterion	Maximum Points
1. Experience of the firm and project team • Past Performance and Experience of the Firm • Past Performance and Experience of the Team Members • Past Performance and Experience with or in the City • Overall Experience • Affect of Legal Action Against the Firm	40
2. Ability to Meet Time and Budget Requirements • Current and Projected Workloads of the Firm	20
3. Project Approach • Briefly describe your Firm's understanding of the services requested and how the firm would accomplish the work.	30
4. Office Location • Location of the Firm Office and Proximity to the City of Ocoee	5
5. Certified Minority, Women Owned Business Enterprise • Include Copy of MBE Certification of the Responding Firm	5
	100

G. WORK ASSIGNMENT PROCEDURES

Firm(s) selected by the City will provide professional engineering services for Utility modeling and minor utility studies to the City on an as needed basis, based upon task orders to be issued by the City under the continuing contract. No work shall commence until the verification of the issuance of the purchase order or other authorization document.

Invoicing for completed work or progress billing shall be submitted to the requesting Utilities Department for processing and submission for payment by the Finance Department with a copy to:

Accounts Payable
Finance Department
City of Ocoee
150 N. Lakeshore Drive
Ocoee, Florida 34761

H. BID PROTESTS

All Bid Protests shall be submitted to the Purchasing Technician in the following manner:

1. A Bidder shall file a written bid protest under this Article or be barred any relief; oral protests shall not be acknowledged.
2. A bid protest shall be limited to the following grounds: (a) issues arising from the procurement provisions of the Project Manual, its addenda, and other bidding documents; and/or (b) applicable federal, state, or local law. No bid protest may be based upon questions concerning the design documents (drawings and specifications). The Bidder shall clarify all questions concerning the design documents of the project prior to submitting its bid.
3. 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.
4. The bid protest shall be filed with the Purchasing Technician 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.
5. The Purchasing Technician, 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.

END OF INSTRUCTIONS



RFQ CONFLICT OF INTEREST DISCLOSURE FORM

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

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

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

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

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

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

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date



SUMMARY OF LITIGATION:

Provide a summary of any litigation, claim(s), bid or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that the Bidder 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, then please say so.

(Attach additional sheets if necessary)

ACKNOWLEDGEMENT OF ADDENDA:

Bidder acknowledges receipt of the following addenda:

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

(Remainder of page left blank intentionally.)

COMPANY INFORMATION/SIGNATURE SHEET RFQ #20-006

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF OCOEE.

COMPANY NAME

TELEPHONE (INCLUDE AREA CODE)

FAX (INCLUDE AREA CODE)

E-MAIL ADDRESS

AUTHORIZED SIGNATURE (manual)

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

NAME/TITLE (PLEASE PRINT)

STREET ADDRESS

CITY STATE ZIP

FEDERAL ID #

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

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

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public - State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public

**FIRST AMENDMENT TO AGREEMENT FOR
CONTINUING ENGINEERING SERVICES FOR UTILITY MODELING AND MINOR
UTILITY STUDIES**

THIS FIRST AMENDMENT TO AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR UTILITY MODELING AND MINOR UTILITY STUDIES (the "Amendment") is entered into on the ____ day of _____, 202__, by and between the CITY OF OCOEE, a Florida municipal corporation, hereinafter called "Ocoee", and CHA Consulting, a Florida corporation, hereinafter called "Contractor".

RECITALS

- A. Whereas, Ocoee and Contractor entered into an AGREEMENT FOR CONTINUING ENGINEERING SERVICES FOR UTILITY MODELING AND MINOR UTILITY STUDIES (the "Agreement") for a five (5) year term, effective September 15, 2020, to engage Contractor to perform the work described in the scope of services set forth in that certain Request for Qualification #20-006.
- B. Whereas, the Agreement was automatically renewed for five (5) separate one-year renewals and one (1) year optional renewal in accordance with its terms.
- C. Whereas, Ocoee and Contractor desire to extend the Agreement for an additional one (1) year term subject to the terms and conditions set forth in the Agreement and this Amendment.

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. Term of Agreement and Renewal Provisions. Pursuant to Section 2, Term of Agreement, by this Amendment the City hereby extends the Agreement, subject to the terms of the Agreement and this Amendment, for an additional twelve (12) month period. The term of the extension to Agreement, by this Amendment, will be from September 14, 2026 through September 14, 2027.

2. Miscellaneous Provisions. A new paragraph M is added to the Agreement to read as follows:

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

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the

duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

5. A Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

3. All of the terms, covenants, conditions, and provisions of the Agreement, unless modified by this Amendment, are hereby reinstated and remains in full force and effect.

Continue to Next Page

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

CONSULTANT: **CHA CONSULTING**

BY (sign): 

PRINT NAME: Thomas D. Titsworth

TITLE: Assistant Secretary

DATE: 5/21/2026

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

DATE: _____

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. APPROVED
AS TO FORM AND LEGALITY THIS ____
DAY OF _____, 202__.

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

FISHBACK DOMINICK

BY: _____
Richard S. Geller, Esq., City Attorney



Meeting Date: June 16, 2026
Item #: 10

Contact Name: Joyce Tolbert
Contact Number: Ext. 1516

Department Director: Steven Weber
City Manager: Craig Shadrix

Subject: Approval to Piggyback Sourcewell's Contract with Vertosoft LLC. for the OpenGov E-Procurement Software as a Service (SaaS) Platform (Procurement Manager Tolbert)

Background Summary:

Procurement staff continually evaluates industry best practices and emerging technologies to improve efficiency and compliance in public procurement. Following a comprehensive review of available solutions, staff recommends contracting with Vertosoft LLC for the OpenGov SaaS e-Procurement Platform. The proposed solution provides a fully integrated procurement process through its intake, solicitation, vendor management, evaluation, and contract management modules.

The OpenGov platform will enable staff to manage departmental procurement requests, develop and advertise solicitations, engage suppliers and departments, conduct evaluations and awards, and administer contracts throughout their lifecycle. Contract management features include change orders, renewals, electronic signatures, and insurance tracking. Implementation is scheduled for August 2026, allowing for a seamless transition from the City's current solicitation platform before its expiration, with no disruption to bid solicitation activities.

OpenGov provides a no-cost platform for vendors, reducing barriers to participation and benefiting suppliers already familiar with the system through its use by numerous local governments, including Orange County, Orlando, Apopka, Winter Park, Clermont, Groveland, Leesburg, St. Cloud, Tampa, Gainesville, Volusia County, and Daytona Beach.

The City's current agreement with Euna/Bonfire for solicitation services expires on September 30, 2026. After being notified of upcoming changes to the Bonfire platform, and in response to increasing solicitation and contract management demands, staff conducted a thorough evaluation of both the Euna/Bonfire and Vertosoft/OpenGov e-Procurement platforms. Based on functionality, ease of use, and overall value, staff recommends the Vertosoft/OpenGov solution.

Under Vertosoft LLC's Sourcewell cooperative purchasing contract, OpenGov's proposal includes a three-year contract that is prorated for FY 2026 at a cost of \$17,231.04 and a FY 2027 first-year cost of \$33,270.17, which includes professional implementation and training services. Following full implementation, annual software subscription costs decrease to \$20,018.63 in FY 2028 and \$21,019.57 in FY 2029. As reflected in the attached proposals, OpenGov's pricing is lower than Euna/Bonfire's proposed costs while providing a comprehensive e-Procurement solution for the city.

Issue:

Should the Honorable Mayor and City Commission approve the contract with Vertosoft LLC for the OpenGov E-procurement SaaS Platform?

Recommendations:

Staff recommends the Honorable Mayor and City Commission:

1. Approve the three-year agreement with Vertosoft LLC through September 30, 2029, for the OpenGov E-Procurement Software-as-a-Service (SaaS) solution piggybacking the Sourcewell cooperative purchasing Contract No. RFP060624-VTO, to additionally include the prorated FY2026 implementation, and including authorized contract extensions as provided in the Sourcewell cooperative purchasing contract.
2. Authorize the Mayor, City Clerk, City Manager, and staff to execute all documents necessary to implement and administer the agreement.
3. Authorize the City Manager to approve change orders to this agreement up to the limit of his procurement authority for each change order, and up to the budgeted amount for all change orders.

Attachments:

1. Vertosoft - OpenGov Quote & Sourcewell Contract
2. Euna - Bonfire Quote

Financial Impacts:

The OpenGov software cost for FY26 is adequately funded in the Finance Department's contractual services budget (001-513-00-3400). Funding for subsequent fiscal years will be incorporated into the Finance Department's software subscription services budget as part of the annual budgeting process.

Type of Item: Consent

THE SOLUTION BEFORE COUNCIL

OPENGOV PROCUREMENT & CONTRACT MANAGEMENT

One connected process, from request to contract

OpenGov replaces the City's patchwork of systems with a single, end-to-end platform — guiding each purchase from the department's initial request through solicitation, evaluation, award, and the full contract lifecycle, with an audit trail at every step.

Request & Build

Structured intake feeds templated solicitations that assemble themselves in a fraction of the time

Evaluate & Award

Automated bid tabulation and side-by-side scoring document every decision transparently

Manage Contracts

A central repository with renewal and insurance alerts — nothing falls through the cracks

90% less time spent building solicitations — freeing the City's small team to focus on outcomes, not paperwork

WHAT THE CITY'S EVALUATION SURFACED

A single source of truth

Award details flow straight from solicitation into the contract — eliminating the duplicate entry built into today's process.

NIGP & NAICS codes built in

Commodity codes are included — no separate license — so the right vendors are notified the moment a bid posts.

A 400,000+ vendor network, free to vendors

Broader, barrier-free reach drives more competitive bids, backed by vendor support 7 a.m.–10 p.m. ET.

Faster, more compliant solicitations

Reusable templates and a 62,000-scope library — with optional AI assistance that can be toggled off — cut rework.

Proactive insurance & renewal tracking

Automated certificate-of-insurance and renewal alerts replace manual spreadsheet monitoring.

Leadership & Council visibility

Dashboards, reporting, a public contract portal, and full audit trails — with DocuSign and wet-signature both supported.

PROVEN ACROSS FLORIDA

2,000+

governments trust OpenGov

91

partner agencies in Florida

4,500+

successful implementations

90%

less solicitation build time

Trusted by the City's neighbors — including **Orlando, Apopka, Clermont, Groveland, Winter Park, and Volusia County** — so the City can hear directly from peers who already rely on OpenGov.

A PARTNER, NOT JUST A VENDOR

Professional Services

Structured implementation backed by 4,500+ deployments and a proven "Data First" methodology.

Customer Success

A dedicated manager guides adoption and helps the City realize measurable, ongoing ROI.

Support

130+ years of combined public-sector experience and four Stevie® Awards for service.

Public Service is Personal.

OpenGov brings the expertise, technology, and passion to modernize the City of Ocoee's procurement — so the people who serve the community spend less time on process and more time on the work they were hired to do.

A trusted partner in modernizing procurement

This brief introduces OpenGov to the City Council and City Manager and explains why the City's procurement team evaluated the platform — connecting the challenges they face today to the solution under consideration.

WHO OPENGOV IS

OpenGov is a cloud and AI software company built exclusively for the public sector. Our mission is to **power more effective and accountable government**, grounded in a simple belief: the success of our democracy depends on the hard work of smart, dedicated people in our local and state governments. The platform spans the full work of government — from finance, budgeting, and procurement to permitting, asset management, and citizen services — all connected on one data model.

OpenGov is **trusted by over 2,000 governments**, with more than 4,500 successful implementations. Because the public sector is the whole of what we do, the City of Ocoee gains a partner whose roadmap, support, and expertise are dedicated entirely to communities like yours.

WHY THE CITY BEGAN THIS SEARCH

Today, procurement at the City of Ocoee runs across roughly **five disconnected systems** — a solicitation platform, a separate vendor-distribution service, the City website, spreadsheets, and email — which means the same information is re-entered in several places. Active contracts are tracked on multi-tab spreadsheets and individual PDFs, solicitations are built by hand and posted to multiple sites, and department requests arrive by email, often last-minute and incomplete.

An **upcoming change to the City's current solicitation platform** — paired with a growing volume of solicitations under new state requirements — meant the team would have to adopt a new system regardless. They chose to evaluate OpenGov in parallel, in large part because it is **already the standard across neighboring Florida agencies** and is consistently described by local vendors as easy to work with.

FROM TODAY'S PROCESS TO OPENGOV

TODAY Procurement is split across ~5 systems, with data re-entered in several places	→	WITH OPENGOV One connected platform — request, solicitation, evaluation, and contract share a single source of truth, with no rekeying
TODAY 50–80 active contracts tracked in spreadsheets and PDFs; renewals and insurance watched manually	→	WITH OPENGOV A searchable contract repository with automated renewal, expiration, and certificate-of-insurance alerts
TODAY Solicitations built by hand, converted to PDF, and uploaded to multiple sites	→	WITH OPENGOV Templates that auto-assemble ~85% of each solicitation, plus a 62,000-scope library and optional AI assist
TODAY Department requests arrive by email — last-minute, incomplete, hard to track	→	WITH OPENGOV Structured online intake with configurable forms and automatic, threshold-based approval routing



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 6/9/2026, 1:01 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: opengov@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Ocoee, FL

Contract: Sourcwell: 060624-VTO

Quote #: Q-24580
Expires On: 6/30/2026

Ship To
Shannon Hooper
City of Ocoee, FL
Joyce Tolbert
jtolbert@ci.ocoe.fl.us

Quote For:
Name:
Company: City of Ocoee, FL
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 8/1/2026
Overall POP End Date: 9/30/2029

Term 1 8/1/2026 - 9/30/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWIN-B4060M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$40-60 Million - 3Y	1.00	\$3,026.24	\$3,026.24
OG-TWEW-B4060M-OT-0Y	Professional Services Deployment - Fixed Fee - Between \$40-60 Million - 0Y	80.00	\$177.56	\$14,204.80
Term 1 TOTAL:				\$17,231.04

Term 2

10/1/2026 - 9/30/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWIN-B4060M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$40-60 Million - 3Y	1.00	\$19,065.37	\$19,065.37
OG-TWEW-B4060M-OT-0Y	Professional Services Deployment - Fixed Fee - Between \$40-60 Million - 0Y	80.00	\$177.56	\$14,204.80
Term 2 TOTAL:				\$33,270.17

Term 3

10/1/2027 - 9/30/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWIN-B4060M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$40-60 Million - 3Y	1.00	\$20,018.63	\$20,018.63
Term 3 TOTAL:				\$20,018.63

Term 4

10/1/2028 - 9/30/2029

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWIN-B4060M-AR-3Y	OpenGov Core Procurement and Contracts Bundle - Between \$40-60 Million - 3Y	1.00	\$21,019.57	\$21,019.57
Term 4 TOTAL:				\$21,019.57

Grand Total: \$91,539.41

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Any Professional Services shall be performed pursuant to the attached Statement of Work, if any.

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

OpenGov Logo

October 9, 2025

Vertosoft LLC
1602 Village Market Blvd SE, Suite 320
Leesburg, VA 20175

Re: Letter of Supply for **OpenGov, Inc.**

LETTER OF SUPPLY

OpenGov, Inc., doing business as **OpenGov** agrees that it will supply Vertosoft LLC with sufficient quantities of the offered product(s) to meet the Government's needs for the duration of the contract period and any extensions thereof.

COMMERCIAL PRODUCT CERTIFICATION

OpenGov certifies that all products proposed for inclusion on the Contract or any subsequent contract modification are newly manufactured products, that are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and are sold, leased, or licensed in the course of normal business operations to the general public.

TRADE AGREEMENTS CERTIFICATE

OpenGov hereby states that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product, or a Mexican end product as defined in the FAR clause 52.225-5 TRADE AGREEMENTS (Nov 2023). Any Trade Agreements clauses other than 52.225-5, are not acceptable.

PRICE REDUCTION NOTIFICATION

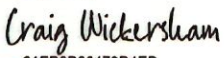
OpenGov agrees to notify Vertosoft LLC no less than thirty (30) days before any of the following:

- Reduction of commercial price list of any product listed on a Government Contract vehicle
- Decrease in reseller cost for any product listed on a Government Contract Vehicle
- Temporary price reductions, rebates, and/or promotions

OpenGov production point for product(s) submitted for this solicitation is:

Julian Jackson
jjackson@opengov.com
Sr. Manager, Commercial Operations
650-336-7167
OpenGov, Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107

Sincerely,

Signed by:

61EB0B86479D4EB...

Craig Wickersham
General Counsel
OpenGov, Inc.



Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vertosoft LLC, 1602 Village Market Blvd. SE, Suite 320, Leesburg, VA 20175 (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 Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, and 4.

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 October 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

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.

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;

- 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

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

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 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.

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.

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.

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.

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

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.

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.

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

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).

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

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.

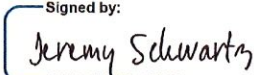
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

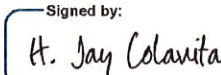
22. CANCELLATION

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

Vertosoft LLC

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
10/23/2024 | 2:51 PM CDT
Date: _____

Signed by:

CE362D9DCA75431...
By: _____
Jay Colavita
Title: President
10/23/2024 | 2:47 PM CDT
Date: _____

Supplier	Discount
About SIB (SIB Midco)	2.00%
AbsenceSoft	2.00%
AceXR	2.00%
Align HCM	2.00%
AllConnect	2.00%
Amilla	2.00%
Ashburn Consulting	2.00%
Autura	5.00%
Blackline	5.00%
Blaise Transit	2.00%
Catalogic Software	2.00%
Citizen	2.00%
CityDetect	2.00%
Civic Roundtable	2.00%
Clarity	3.00%
Connors Group	4.00%
Continental Utility Solutions Inc. (CUSI)	2.00%
Cornerstone OnDemand	5.00%
Covalence	4.00%
Cyera	2.00%
Data Meaning Services Group	2.00%
Descope	2.00%
Diligent	4.00%
DXC Technology (Tribridge Holdings)	2.00%
England, Thims & Miller (ETM)	2.00%
EPI-USE	2.00%
ESC Partners	4.00%
Esker	2.00%
FioQast Inc	5.00%
Fluxx Labs	5.00%
Gigamon	2.00%
Gravity	2.00%
GridMatrix	2.00%
HAAS Alert	4.00%
Harpoon Corp	2.00%
Hometown Hub	2.00%
Hrchitect	4.00%
Huntress	2.00%
HyBridge Solutions	4.00%
IBM	1.00%
iCIMS	2.00%
Ilumio	2.00%
Improvizations	4.00%
InvoiceCloud	10%-50%
Ivy.ai	5.00%
JetBuild	2.00%
Just Appraised	2.00%
Keyspider	2.00%
LogicMonitor	2.00%
Mimoto	2.00%
MongoDB	2.00%
Mosaic Consulting Group	4.00%
Motive Technologies	4.00%
OneBlink	2.00%
Onlic	2.00%
OpenGov	5.00%
OpenSesame	2.00%
PagerDuty	2.00%
Paperpile	2.00%
Parabol	2.00%
Predictive HR	4.00%
Prism PPM	2.00%
Project Genetics	4.00%
Prophecy Gov	2.00%
PublicInput	5.00%
Quokka	2.00%
RCM Technologies	4.00%
Ready Rebound	2.00%
Red Rover Technologies	3.00%
RJ Reliance	4.00%
RSM	4.00%
Stability	4.00%
Schoox	3.00%
SecureStrux	2.00%
SewerAI	2.00%
ShareStream	2.00%
Simpplr	2.00%
SOMA Global	5.00%
Spare Labs	5.00%
Sphyma Security	2.00%
Strategy	2.00%
Swiftly	5.00%
ThirdLine	9.09%
ToucanHalo	2.00%
Transit	5.00%
Trintech	5.00%
Udacity	10%-19%
UKG	4.00%
UKG Service Providers *	4.00%
Urban SDK	5.00%
Veracode	2.00%
Verimatrix	2.00%
Veterans and Co.	2.00%
Visual Lease	5.00%
Vyond	2.00%
WordPress VIP	2.00%
Workiva	3.00%
Worldgate	4.00%
Wrike	5.00%
Zendesk	3.00%

*approved UKG Service providers highlighted in blue

RFP 060624 - Software Solutions and Related Services for Public Sector and Education Administration

Vendor Details

Company Name: Vertosoft
Does your company conduct business under any other name? If yes, please state: Virginia
Address: 1602 Village Market Blvd SE
Suite 320
Leesburg, Virginia 20175
Contact: Ashlianne Shigley
Email: ashlianne.shigley@vertosoft.com
Phone: 571-799-9578
HST#: 81-3911287

Submission Details

Created On: Tuesday May 14, 2024 10:42:32
Submitted On: Wednesday June 19, 2024 16:27:20
Submitted By: Chet Hayes
Email: chet@vertosoft.com
Transaction #: 24e4534c-d2ba-49f8-8719-aa21f40b0e00
Submitter's IP Address: 173.72.254.97

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")	Vertosoft LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vertosoft LLC has no subsidiaries.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vertosoft
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 7QV38. UEI: Y7D5MXRU2839.
5	Proposer Physical Address:	1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175
6	Proposer website address (or addresses):	www.vertosoft.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):	Name: Jay Colavita Title: President Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: contracts@vertosoft.com Phone: 703-568-4703
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Ashlianne Shigley Title: Government Contracts Program Manager Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: ashlianne.shigley@vertosoft.com Phone: 571-799-9578
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Chet Hayes Title: CTO Address: 1602 Village Market Blvd SE Ste. 320 Leesburg, VA 20175 Email: chet@vertosoft.com Phone: 571-707-4137

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.	Vertosoft LLC (Vertosoft) is a technology services company that focuses on delivering innovative and emerging technologies to public sector organizations across the country. Established in 2016, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Our forte is strategic sourcing, which streamlines the time required to provide critical technology and services to government end-users at competitive prices. We provide Sourcewell members the flexibility, agility, and responsiveness of a small company with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and the technology required to satisfy those requirements. Our core values include an innovative mindset, an entrepreneurial spirit, and a deep knowledge and experience supporting all phases of government sales and acquisition lifecycle. We are widely respected and relied upon for our professional, ethical, and industry certified business process.
11	What are your company's expectations in the event of an award?	An award from Sourcewell represents an opportunity for a beneficial partnership between Vertosoft, Sourcewell, and its members. This partnership ensures that Sourcewell members gain access to leading-edge technologies that are exclusively available through Vertosoft's robust catalog. As an awarded supplier under Sourcewell's rigorous selection process, Vertosoft gains a prestigious platform to showcase its innovative solutions. Sourcewell, in turn, enhances its offerings with a broader and more advanced range of technology solutions. We believe that the strongest and most effective partnerships are built on a foundation of collaboration. We are committed to working hand-in-hand with Sourcewell to tailor solutions that precisely address the diverse needs of Sourcewell members, ensuring a relationship where progress and mutual satisfaction are the mainstays.
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.	Vertosoft is a fast-growing and financially sound company that delivers high-quality software solutions to the public sector. Since 2016, we have achieved an impressive annual growth rate of 30-60%, reaching \$74M in revenue in 2021 and over \$178M in 2023. We have zero debt, and we invest our own funds to meet the diverse needs of our clients and partners. The financial statements that we have provided attest to our solid and stable performance. You can find our 2023 Financial Statements within the "Step 2 - Documents" portion of the submission under "Financial Strength and Stability" for reference.
13	What is your US market share for the solutions that you are proposing?	Vertosoft is dedicated to introducing innovative and emerging technologies within the public sector. While our data on non-public sector market share is not within our purview, we are proud to state that for a substantial portion of the suppliers we represent, Vertosoft handles between 80% to 100% of all their public sector transactions. This significant figure demonstrates our strong position and influence in the public sector technology market.

14	What is your Canadian market share for the solutions that you are proposing?	The proposed solutions from our suppliers have a significant and growing presence in the Canadian market. Although specific market share values are not available, we can provide insights into their influence and adoption across various sectors in Canada. UKG (Ultimate Kronos Group) is widely recognized in Canada for its comprehensive human capital management (HCM) solutions. Many Canadian organizations across public and private sectors leverage UKG's workforce management and HR solutions to enhance operational efficiency and employee engagement. Diligent's governance, risk, and compliance solutions are trusted by numerous Canadian enterprises and public sector organizations. Their tools are known for enhancing board governance and regulatory compliance, making them a preferred choice in Canada. Trintech's financial close management software is used by several leading Canadian companies to streamline their financial operations. Their solutions are appreciated for improving accuracy and efficiency in financial processes. Visual Lease has a notable presence in the Canadian market, with its lease management solutions being adopted by organizations to ensure compliance with lease accounting standards and improve financial performance. OpenGov is a trusted partner for many Canadian government entities, providing financial and performance management solutions that promote transparency, efficiency, and data-driven decision-making. Cornerstone's cloud-based learning and talent management solutions are widely adopted by Canadian businesses and educational institutions, supporting continuous learning and professional development. Udacity's online learning platform is popular among Canadian learners and organizations for its cutting-edge courses in technology and business, which help enhance workforce skills and adaptability. Ivy.ai's AI-powered chatbot and virtual assistant solutions are utilized by various Canadian educational institutions and businesses to improve customer service and engagement through automated support. Fleet DM's fleet management solutions are implemented by several Canadian organizations to optimize their fleet operations, reduce costs, and enhance operational efficiency. Urban SDK's data analytics and visualization tools are used by Canadian urban planners and policymakers to improve city infrastructure and enhance urban development through data-driven insights. Autura's automotive solutions support Canadian automotive businesses with real-time data and analytics on vehicle performance and maintenance, helping improve efficiency and decision-making. Fluxx Labs' grant management software is adopted by several Canadian philanthropic organizations and government agencies to streamline the grant application and management process. Swiftly's public transit solutions are employed by Canadian transit agencies to provide real-time data and analytics, improving transit operations and rider experience. Spare Labs, based in Canada, provides demand-responsive transportation solutions that are widely used by Canadian transit agencies to enhance mobility and accessibility in urban and rural areas. Public Input's community engagement platform is utilized by various Canadian municipalities to facilitate public participation and gather citizen feedback, enhancing community involvement in governance.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Vertosoft has never petitioned for bankruptcy protection.
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?	Vertosoft is best categorized as a distributor/dealer/reseller. Answer to a): Due to the fact that Vertosoft has proposed a wide variety of solutions for this submission, we have attached the proposed suppliers Letter of Authorizations to fulfill this requirement. Letters of Authorization can be found in the "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A zip folder titled "LOAs" has been uploaded accordingly.
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.	Vertosoft was formed with the sole focus of serving the public sector market with the most advanced emerging technology available. To support this mission, Vertosoft has implemented and adheres to a comprehensive set of internationally recognized standards and certifications, demonstrating our commitment to quality, security, and regulatory compliance. These certifications include those held directly by Vertosoft as well as those maintained by our third-party partners and subcontractors. Vertosoft has implemented the International Organization for Standardization (ISO) 9001:2015 standard, a globally recognized benchmark for quality management systems (QMS). This certification underscores our dedication to maintaining the highest standards of quality in our processes and services, ensuring that we consistently meet or exceed the rigorous requirements set by government agencies. Recognizing the complexity and interdependence of global information technology supply chains, Vertosoft holds a certificate for the Open Trusted Technology Provider™ Standard (OTTPS), which is approved as ISO/IEC 20243:2015. This certification is critical for mitigating the risk of maliciously tainted and counterfeit products, thereby ensuring the integrity and security of our supply chain. Many of Vertosoft's cloud-native suppliers are FedRAMP certified. FedRAMP is a government-wide program that standardizes security and risk assessments for cloud technologies, promoting the adoption of secure cloud services across the federal government. Additionally, our suppliers also hold StateRAMP certifications, which extend these stringent security protocols to state and local government entities, ensuring consistent protection and compliance. To further bolster our commitment to data security, many of our suppliers are SOC 2 Type II certified. This certification involves a rigorous audit process that evaluates an organization's information systems against strict criteria for security, availability, processing integrity, confidentiality, and privacy. SOC 2 Type II certification is particularly crucial for service providers managing customer data in the cloud, ensuring that data is secure and protected from unauthorized access. Furthermore, several of our suppliers are certified to the ISO/IEC 27001 standard. This international standard provides a robust framework for information security management systems (ISMS), enabling organizations to manage the security of assets such as financial information, intellectual property, and employee details, as well as information entrusted by third parties.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Vertosoft's 7+ years as a company, we have never been suspended or debarred.

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	- INC 5000 2022 AND 2023 - Washington Business Journal Top Performing Small Technology Companies 2022 AND 2023 - Washington Business Journal Fast 50 2022 AND 2023 - Washington Business Journal Fast 50 2021 - Most Promising Public Sector Solution Providers 2021 - Best Places to Work 2021, 2022, 2023, & 2024
20	What percentage of your sales are to the governmental sector in the past three years	99.12%
21	What percentage of your sales are to the education sector in the past three years	3.48%
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?	TIPS: 220105 – \$7,346,338.43 NCPA-OMNIA: 01-165 – \$4,770,754.68 BuyBoard: 692-23 – \$420,658.61 Texas DIR: DIR-TSO-4227 – \$13,782,528.51 California Multiple Award Schedule: 3-23-06-1020
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: GS-35F-688GA – \$45,306,418.77 2GIT: 47QTCA21A002A – \$4,394,961.23 DoD ESI: N66001-21-A-0092 – \$259,717.60 ITES-SW2: W52P1J-20-D-0067 – \$19,225,960.62

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 *
Judiciary Courts of the State of Kansas	Jeff Peter	(785) 291-3054
University of Alabama	Julie Shelton	(205) 348-7917
County of Davidson, NC	Joel Hartley	(336) 242-2032

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 *
State of West Virginia	Government	West Virginia - WV	Enterprise Lease Platform, Community Engagement and Citizen Engagement, Financial Reporting Software	Average Deal Size: \$928,509	\$9,874,122
State of Montana	Government	Montana - MT	Regulatory Publication Platform, Financial Reporting	Average Deal Size: \$164,987	\$3,009,236
Florida Department of Corrections	Government	Florida - FL	Budgeting and Planning Software	\$2,134,236	\$2,134,236
State of Maryland	Government	Maryland - MD	Enterprise Agile Planning Solution, Financial Reporting, Cloud Native Automation, Budgeting Software	Average Deal Size: \$155,339	\$1,777,514
City of San Antonio Texas	Government	Texas - TX	Transparency Platform	Average Deal Size: \$345,839	\$1,020,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Vertosoft's strategic positioning across the United States reflects our commitment to providing exceptional service and support for all our clients, including the prospect of serving Sourcewell's nationwide needs. Our corporate headquarters in Leesburg, VA, doubles as the national sales support center, orchestrating thousands of transactions across all 50 states, as well as extending our reach into Canada. This centralized hub ensures that we maintain a cohesive strategy and a consistent level of service across all jurisdictions. We bolster our national presence with additional locations strategically placed in Charleston, SC; Charlottesville, VA; Denver, CO; Philadelphia, PA; Portland, ME; and Tacoma, WA. These offices are not mere points on a map; they are integral parts of a cohesive network that extends Vertosoft's capabilities and brings our services closer to Sourcewell members. Our sales force, a dedicated team of 45 full-time individuals, is not just a number. Each member is a specialist, aligned with specific software suppliers to act as both a force multiplier for our partners and a trusted advisor to our public sector clients. This ensures that each Sourcewell member receives tailored attention and expertise that aligns with their unique missions and challenges. Beyond our sales team, Vertosoft has crafted a core group of key individuals who will directly support this contract, including: Executive Sponsor: Jay Colavita, President Contract Management: Ashlianne Shigley, Government Contracts Program Manager Technical Executive: Chet Hayes, CTO Accounts Payable: Hannah Xiu, CFO Sales Leadership: Josh Slattery, VP of Technology Sales Sales Operations: Nur Rahman, Director of Operations Contract Marketing: Mary Dawson, Digital Marketing Manager Financial Reporting: Michael DiPlacido, Government Business Analyst These leaders are not just overseeing operations; they are actively engaged in ensuring that every Sourcewell member receives the highest level of service and support. The size of our team is a testament to our efficiency and dedication. With Vertosoft, Sourcewell will not be engaging with a cumbersome, slow-moving entity, but a nimble, responsive organization where every employee carries the weight of their expertise and commitment to public service. Our agility allows us to pivot and adapt to the changing needs of Sourcewell members, ensuring that each entity receives the attention and resources it deserves. We are not just proposing a vendor-client relationship; we are offering a partnership where Sourcewell's needs are met with precision, professionalism, and a personal touch that only a team like Vertosoft's can provide. With our nationwide network, specialized team, and the direct involvement of our leadership, Sourcewell can be confident in Vertosoft's ability to meet and exceed their nationwide requirements.
27	Dealer network or other distribution methods.	Vertosoft is a software distributor and reseller and can sell directly to any of the Sourcewell participating entities across the United States. Vertosoft also maintains a broad partner network across the country that is comprised of companies that fall into a wide variety of disadvantaged categories such as women owned, service-disabled veteran owned, minority owned, etc. With this wide partner network, Vertosoft can help Sourcewell participating entities meet specific procurement goals related small or disadvantaged business. Our reliable partner network of nearly 300 companies is made up of top industry participants (some being Sourcewell contract holders) such as BlueTech, GovSmart, Enterprise Technology Solutions, SHI, Insight Public Sector, New Tech, and Strategic Communications, just to name a few.
28	Service force.	As a software distributor and reseller, Vertosoft works directly with the software manufacturers and their service partners to provide needed service, rather than maintaining a large service force. These partners reside both in the United States and in Canada. We work heavily with multiple services providers for UKG, one of the proposed solutions in this submission. They are as follows: Worldgate, Project Genetics, Covalence, JK Seva, Fase Group, Hfchited, Mosaic Consulting Group, Jubilant LLC, PredictiveHR, Sabily LP, and more. Service providers we commonly work with for other technologies include F.H. Black, Trintech, Aeyon, and ClearSelling.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Vertosoft can act as both a distributor and reseller to help make the ordering process for Sourcewell participating entities as smooth and easy as possible. Here's how the process is tailored to meet the software-centric requirements: When Vertosoft Acts as a Distributor: 1. Selection and Consultation: A Sourcewell entity selects their required software solutions with the possibility of consultation from Vertosoft and/or the software supplier to ensure the best fit for their needs. 2. Authorized Reseller Engagement: The entity then engages with an authorized reseller partner of Vertosoft to place the order. This partnership combines the local touch of a reseller with the extensive software offerings of Vertosoft. This could also help participating entities to achieve socio-economic goals when possible. 3. Order Coordination: Once the order is placed with the reseller, Vertosoft coordinates with the software supplier to fulfill the order. Vertosoft's role as a distributor ensures that the software supplier delivers the order effectively through the reseller partner. When Vertosoft Acts as Both Distributor and Reseller: 1. Direct Order Placement: In scenarios where Vertosoft assumes the combined role, the Sourcewell entity places the order directly with Vertosoft, eliminating any thirdparty interaction. 2. Order Fulfillment: Vertosoft then takes on the responsibility of coordinating directly with the software supplier to fulfill the order. This direct line ensures clarity, efficiency, and expediency in delivery. 3. Post-Order Support: Regardless of the role, Vertosoft provides comprehensive post-order support, assisting with software entitlement, license management, and technical queries. In both scenarios, Vertosoft's involvement guarantees a streamlined process that caters to the digital nature of the products offered. With no physical inventory to manage, the focus remains on prompt service and precise fulfillment of software orders, ensuring that Sourcewell entities receive the right software solutions at the right time, with Vertosoft as their dedicated point of contact.
30	Describe your strategy related to implementation, integration, and use of implementation partners.	Vertosoft's strategy for implementation, integration, and use of implementation partners is designed to ensure the successful and seamless deployment of solutions for our customers. Our approach is comprehensive, collaborative, and client-focused, with the ultimate goal of providing irrefutable value. We currently collaborate with nearly 50 implementation partners who are industry leaders in their specialty, consistently engaging with them for their highly skilled expertise and streamlined project facilitation. We view implementation partners as valuable extensions of any given project.

31	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.	Vertosoft is fully committed to delivering exceptional customer service to Sourcewell members through our comprehensive Customer Success Program. Our approach is designed to provide rapid, knowledgeable, and tailored support to ensure that our clients maximize the benefits of our technology solutions. Upon commencement of our partnership, Sourcewell members will be assigned a dedicated Customer Success Manager (CSM) team. This team, comprised entirely of U.S. citizens, boasts an intimate understanding of various software manufacturers' entitlement systems, license management processes, and technical support frameworks. This ensures that the support provided is not only expert but also directly aligned with the nuances of the public sector's operational requirements. To facilitate immediate and seamless communication, we provide a dedicated toll-free number and a specific email address that directly connects Sourcewell members to their CSM team. This direct line of contact is designed to eliminate delays and streamline the resolution process. Our CSM team pledges to deliver on the following key customer service aspects: Software Entitlement Management Support: Expert assistance in managing and optimizing software entitlements. Customized License Reporting and Usage: Tailored reports that provide insights into software usage and compliance status, aiding in informed decision-making. Service Desk Management Portal: Sourcewell members will have access to 'VertoDesk', our robust service management portal, allowing them to open and manage service tickets efficiently with the CSM team. Technical Outreach and Advisory Sessions: Scheduled sessions to discuss new solutions, technology roadmaps, and to offer strategic advice tailored to the unique needs of Sourcewell members. Our response-time capabilities are a cornerstone of our customer service commitment. The CSM team guarantees prompt attention to all inquiries and issues, with an initial response time target within one business hour of contact. We strive to resolve queries and service tickets swiftly, with a focus on first-contact resolution whenever possible. To ensure these service goals are consistently met, Vertosoft incentivizes our CSM team based on key performance indicators that include response times, resolution times, and customer satisfaction levels. Regular reporting on these metrics, including the volume of calls, emails, and the status of service tickets, will be provided to Sourcewell to maintain transparency and encourage continuous improvement. Our dedicated CSM team, responsive service capabilities, and strategic incentives all serve one purpose: to provide Sourcewell members with an unparalleled customer service experience that not only meets but exceeds their expectations for support and strategic guidance.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vertosoft's core business is selling to the Public Sector, both the State & Local and Federal Government. We have dedicated the entire business to our only customer being the Government due to the expanse and nuance of the Government as a customer. Due to this, this makes our ability as a software distributor and reseller to sell directly to any of the Sourcewell participating entities across the United States extremely plausible and within our normal reach. We look forward to working with Sourcewell participating entities to provide the solutions proposed as part of this solicitation.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vertosoft is committed to delivering high-quality software and related services to public sector and education administration entities, including those across Canada. Our ability and willingness to serve Sourcewell participating entities in Canada are rooted in the following key aspects: - Vertosoft LLC has established a legal presence in Canada and has the ability to quote in CAD. - We have an established, proven track record of success via direct transactions, as well as through our number of Canadian partners. - Vertosoft offers comprehensive training and implementation services tailored to the specific needs of our customers. For any related services that we are proposing, we provide remote options, ensuring that Canadian entities can maximize the value of Vertosoft's solutions, while encountering minimal disruption to their daily operations. - We are best able to serve the Canadian territories and provinces that conduct business in English.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vertosoft is currently equipped to and has done business with all 50 states of the US. We are also equipped to do business with all required areas of Canada.
35	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?	Vertosoft anticipates being able to fully serve any participating entity sectors through this proposed contract, and looks forward to the opportunity of doing so.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vertosoft has no specific restrictions related to participating entities in Hawaii and Alaska.

Table 7: Marketing Plan

Line Item	Question	Response *
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37	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.	Vertosoft has crafted a robust marketing strategy to ensure the successful promotion of the Sourcewell contract opportunity. Our approach is multifaceted, designed to leverage our expertise and resources to educate and engage public sector entities about the advantages of using this contract vehicle for their technology solution acquisitions. The text in the following questions (#37-40) covering the Marketing Plan is meant to work in tandem with what we have submitted as an attachment under the "Step 2 - Documents" portion of the submission under "Marketing Plan/Samples." Dedicated Sales Team Effort: Vertosoft's seasoned public sector sales team, armed with extensive experience in leveraging national contracts, will actively collaborate with Sourcewell's marketing division. The objective is to enlighten public sector organizations about the benefits and efficiencies gained by utilizing this contract for their technology purposes. Partnership with Software Manufacturers: Our Software Manufacturer Partners, who have well-established national sales forces, will integrate the promotion of this contract into their sales strategies. In their interactions with public sector entities, they will advocate for the use of this contract as the preferred procurement vehicle for acquiring state-of-the-art technology solutions. Proactive Communication and Media Outreach: Within the first 14 days post-award, Vertosoft will disseminate a co-branded press release, announcing the contract award with detailed insights into the contract specifics. This announcement will be bolstered by strategic social media campaigns, targeting public sector organizations to inform and promote the contract's utilization. Online Presence and Accessibility: A dedicated Vertosoft website will be launched within 30 days of award notice, featuring the standard Sourcewell logo. This line resource will serve as a comprehensive hub, housing the original RFP, contract documents, product summaries, marketing materials, and direct links to the Sourcewell website. Additionally, we will establish a dedicated toll-free number and email address exclusively for Sourcewell participating entities, facilitating effortless access and inquiries. Direct Engagement Campaign: Within 60 days of the award, Vertosoft will initiate a targeted email and direct contact campaign. This initiative is designed to notify both existing and prospective public sector agencies about the contract. The communication will offer detailed guidance on how to effectively leverage the contract for future technology solution procurements. Vertosoft's marketing strategy is a testament to our commitment to not only inform but also empower participating agencies with the tools and knowledge to enhance their operational capabilities through this contract with Sourcewell.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vertosoft employs a sophisticated array of digital technologies and data analytics to enhance the effectiveness of our marketing initiatives. Here's an outline of our strategy: Social Media Utilization: We leverage social media platforms to engage with our audience, utilizing targeted advertising and organic content strategies. By analyzing user interaction data, we tailor our content to increase engagement, foster community building, and enhance brand awareness. Metadata Analysis: By harnessing metadata from various digital channels, we gain insights into customer behavior, preferences, and trends. This information allows us to optimize our content for search engines and improve the visibility of our digital assets. Customer Relationship Management (CRM) Systems: Our CRM systems are integrated with marketing automation tools that utilize digital data to personalize communication and track the customer journey. This ensures that marketing campaigns are relevant and timely, increasing conversion rates. Data-Driven Decision Making: We employ analytics tools to evaluate the performance of our marketing campaigns across digital channels. By understanding key performance indicators (KPIs), we can make informed decisions to refine our marketing tactics. Content Personalization: Using data analytics, we personalize content for various segments of our audience. This approach ensures that the messaging resonates with the specific needs and interests of each segment, improving engagement and conversion rates. Predictive Analytics: By analyzing past and current data trends, we employ predictive analytics to anticipate future behaviors and preferences. This allows us to stay ahead of market trends and adapt our marketing strategies accordingly. Digital Engagement Tracking: We track engagements and interactions across our digital channels to understand what content performs best. This enables us to replicate successful tactics and drop ineffective ones. Email Marketing Optimization: We use digital data to segment our audience and tailor email marketing campaigns, enhancing open rates and click-through rates. Through these technologically driven strategies, Vertosoft ensures that our marketing efforts are not just widespread, but also precise, relevant, and effective, leading to a stronger market presence and higher ROI on marketing investments.
39	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?	Vertosoft recognizes the immense value of a Sourcewell contract and the significant benefits it provides to Sourcewell contract holders. Therefore, we view it as very important that Sourcewell and Vertosoft have a symbiotic relationship in the promotion of a contract award. We view Sourcewell's involvement in the successful promotion of our contract to include, but not necessarily be limited to: Promotion via Sourcewell Channels: Leverage Sourcewell's established communication channels, such as the official website, newsletters, and direct emails to regularly inform and update participating entities of the contract and its benefits. We would also like to establish an official landing page on Sourcewell's website to highlight Vertosoft's contract, similarly to how we would do on our own website. Co-Branded Marketing Materials: Partner with Vertosoft to create co-branded marketing materials that combine the credibility and reputation of Sourcewell with the innovative offerings of Vertosoft, reinforcing the contract's value proposition. Educational Webinars and Workshops: Organize and host educational webinars and workshops that elucidate the contract's features and instruct participating entities on how to leverage the offerings to effectively meet their needs. Social Media Engagement: Utilize Sourcewell's social media platforms to engage with the participating entity base, increase contract visibility, and encourage discussions around the contract's usage and benefits. Case Studies and Testimonials: Develop and share success stories and/or testimonials from customers who have seen great value through Vertosoft suppliers on the contract. This will provide real-world, timely examples of the value of Vertosoft's solutions and demonstrate the effectiveness of a properly leveraged Sourcewell contract awarded to Vertosoft.

40	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.	All solutions proposed under this RFP are available for electronic delivery, either via download for on-premises installed software, or as a Software-as-a-Service (SaaS) offering, but not through an online e-procurement ordering system.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.	As a leading distributor of innovative software solutions for the public sector, Vertosoft is uniquely positioned to offer a range of product-related training programs. Our training offerings are as diverse as our product portfolio, varying significantly based on each supplier's specific technology and approach. Product Training Overview: Our training programs are designed to enhance the effective use and understanding of the software products we distribute. Recognizing that training needs vary from one supplier to another, we offer: 1. Standardized Training Programs: - Offered for: Widely used software products with uniform functionalities. - Details: These programs cover basic operations, user interface navigation, and standard application features. - Provider: Trained professionals with comprehensive knowledge of specific software. - Costs: Generally included with the purchase of software licenses. 2. Advanced and Specialized Training: - Offered for: Software requiring specific skill sets or knowledge for optimal use. - Details: Advanced operational techniques, customization options, and in-depth feature exploration. - Provider: Specialists or even developers from the software supplier, ensuring an authoritative understanding of the product. - Costs: Priced separately, reflecting the advanced level and specialized nature of the training. 3. Customizable Training Solutions: - Offered for: Software with flexible or adaptable functionalities. - Details: Tailored training modules developed in conjunction with the software supplier, focusing on the unique needs of each Sourcewell entity. - Provider: A collaborative team of Vertosoft experts and supplier representatives. Costs: Varies based on the training scope, duration, and specific requirements. - Unique Value Proposition: Vertosoft's strength lies in our ability to connect Sourcewell entities with a wide range of software training options, directly correlating to the diverse products offered by our suppliers. This approach ensures that each entity receives the most relevant, effective training for their chosen software solutions, maximizing the benefits and impact of their technology investments.
42	Describe any technological advances that your proposed products or services offer.	Vertosoft stands at the forefront of technological innovation, providing cutting-edge solutions tailored for Core Administrative Systems, Education and Public Sector Information and Work Management, and Public Engagement and Specialized Services. Our offerings, derived from partnerships with emerging tech companies, seamlessly integrate into your operations, delivering significant benefits: In Core Administrative Systems, Vertosoft's proposed solutions enhance automation and improve decision-making. Leveraging technologies such as AI-driven financial close processes from Blackline, and predictive analytics and financial automation from Trintech, our solutions streamline operations and optimize resource management. This enables public sector and educational institutions to effectively manage administrative tasks and improve overall operational efficiency. For Education and Public Sector Information and Work Management, Vertosoft's solutions redefine efficiency in information and work management. By auto-generating designs and content, and developing novel data models, these tools significantly reduce time-to-market and foster innovation. For instance, Cornerstone onDemand's AI-powered learning management system personalizes learning paths and provides advanced analytics, while OpenGov's data-driven decision-making tools offer deep insights, trend analysis, and predictive forecasting crucial for strategic planning and operational efficiency. Moreover, platforms like Udacity offer cutting-edge learning programs in emerging technologies, further empowering institutions to unlock the full potential of their data. In the realm of Public Engagement and Specialized Services, Vertosoft offers robust solutions that enhance communication and interaction with the community. AI-powered platforms, including chatbots and virtual assistants from Ivy.ai, facilitate efficient handling of inquiries and provide real-time data analytics. PublicInput's platform uses AI to analyze public feedback and sentiment, enhancing community engagement. These solutions streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.

43	Please describe your software innovation maturity related to the following technology areas: - o Machine learning - o Natural language processing - o Virtual assistants/chatbots - o Predictive analytics - o Big data analytics - o AI/Generative AI	Vertosoft, along with our suppliers, offer Sourcewell participating entities advanced capabilities across key technology areas including machine learning, natural language processing, virtual assistants/chatbots, predictive analytics, big data analytics, and AI/Generative AI. The following companies Autura, Blackline, Cornerstone OnDemand, Diligent, Floqast, Fluxx Labs, Ivy.ai, OpenGov, Public Input, Red Rover, Schoox, Spare Labs, Swiftly, Thirdline, Trintech, Udacity, UKG, Urban SDK, and Visual Lease demonstrate exceptional innovation maturity in these fields, offering cutting-edge solutions aligned with the most advanced technology available. Machine Learning: UKG: Utilizes machine learning to enhance workforce management solutions, providing predictive scheduling, workforce forecasting, and advanced analytics to optimize labor costs and improve employee engagement. Natural Language Processing (NLP): Ivy.ai: Specializes in NLP to power intelligent chatbots and virtual assistants for higher education institutions, facilitating seamless communication and support for students and staff. Udacity: Leverages NLP in their educational platforms to provide personalized learning experiences, adaptive content, and intelligent tutoring systems. Virtual Assistants/Chatbots: Ivy.ai: Offers advanced chatbot solutions that utilize AI and NLP to provide real-time, automated support for various user queries, improving customer service efficiency. Cornerstone OnDemand: Integrates virtual assistants into their learning and talent management solutions, providing users with immediate assistance and enhancing overall user experience. Predictive Analytics: Floqast: Utilizes predictive analytics to streamline and optimize financial close processes, providing actionable insights that help organizations forecast and manage financial outcomes more effectively. Swiftly: Applies predictive analytics to improve public transportation systems, offering real-time data and predictive insights to enhance transit operations and rider experience. Big Data Analytics: OpenGov: Employs big data analytics to provide governments with comprehensive financial management and transparency solutions, enabling data-driven decision-making and improved public service delivery. Urban SDK: Uses big data analytics to provide urban planners and policymakers with actionable insights to improve city infrastructure, transportation, and overall urban development. AI/Generative AI: Red Rover: Implements generative AI to enhance their employee onboarding solutions, creating personalized and engaging onboarding experiences that streamline the integration of new hires. Spare Labs: Utilizes AI and generative AI to optimize demand-responsive transportation systems, improving efficiency and accessibility for transit agencies and riders. Comprehensive Innovation Across Technology Areas: Diligent: Provides governance, risk, and compliance solutions that integrate AI and machine learning to enhance decision-making and risk management processes. Trintech: Delivers financial close management software that incorporates predictive analytics and AI to automate and optimize financial operations. Visual Lease: Uses machine learning and big data analytics to offer lease management solutions that improve compliance and financial performance. Thirdline: Applies advanced machine learning and AI techniques to enhance their security and compliance monitoring solutions. Blackline: Utilizes AI and machine learning to streamline and automate accounting and finance processes, providing real-time visibility and control. Public Input: Uses big data analytics and AI to facilitate public engagement and community feedback, providing governments with deeper insights and more effective decision-making. Fluxx Labs: Employs AI and big data analytics to improve grant management and impact measurement for philanthropic organizations. Autura: Leverages machine learning and predictive analytics to enhance automotive industry solutions, improving vehicle performance and customer satisfaction. Schoox: Implements AI and machine learning in their learning management systems to provide personalized training and development programs. Together, these companies represent a robust and comprehensive suite of solutions that showcase our collective expertise and innovation maturity in key technology areas. By offering suppliers with the latest advancements in machine learning, natural language processing, virtual assistants, predictive analytics, big data analytics, and AI, Vertosoft and our suppliers are well-positioned to deliver exceptional value and transformative outcomes for Sourcewell participating entities.
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44	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	The diversity of connectivity and integration capabilities available are as varied and diverse as the suppliers we are proposing for this opportunity, ensuring seamless interoperability and comprehensive functionality across various software systems. We have provided a brief subset of some of the integration capabilities below: Autura supports integrations with Salesforce, Hubspot, Zoho CRM, SAP, Oracle ERP, Microsoft Dynamics 365, Geotab, Samsara, and Verizon Connect, along with an API and SDK to assist with other connections. Blackline's financial close management software integrates with major ERP systems such as SAP, Oracle, and Microsoft Dynamics. It offers APIs and pre-built connectors to streamline data flow between financial systems and enhance process automation. Cornerstone OnDemand's learning and talent management systems integrate seamlessly with a variety of HRIS, payroll, and other enterprise systems, utilizing open APIs, connectors, and integration hubs to ensure data synchronization and workflow automation. Specifically, Cornerstone integrates with Workday, enabling smooth data flow for HR, payroll, and talent management processes, which supports unified reporting, automated data updates, and streamlined workflows. The system also integrates with SAP SuccessFactors, allowing for the synchronization of employee data, performance metrics, and learning management information, thus providing a comprehensive talent management solution. Furthermore, integration with Oracle HCM Cloud ensures synchronized HR data, payroll information, and talent management processes, enhancing data accuracy and operational efficiency. Cornerstone's compatibility with ADP helps synchronize payroll data, employee information, and compliance reporting, facilitating easier workforce data management across systems. Additionally, Cornerstone integrates with UKG Pro (formerly UltiPro) to offer seamless HR, payroll, and talent management capabilities, promoting real-time data synchronization and efficient workflow automation. Integration with Microsoft Dynamics 365 allows for the connection of HR and talent management data, enabling comprehensive analytics and streamlined operations. The integration with PeopleSoft ensures that employee records, payroll data, and HR processes are synchronized, providing a unified platform for managing workforce information. Finally, Cornerstone's integration with Kronos aligns time and attendance data with HR and payroll systems, ensuring accurate payroll processing and compliance with labor regulations. These integrations enable Cornerstone to provide a cohesive and efficient experience for managing HR processes, payroll, and employee development, supporting comprehensive workforce management and development strategies across various enterprise systems. Ivy.ai's AI-powered chatbot and virtual assistant solutions integrate seamlessly with a variety of systems to enhance customer service and engagement. Utilizing open APIs and connectors, Ivy.ai ensures smooth data flow and operational efficiency across educational institutions and businesses. Specifically, Ivy.ai integrates with CRM systems like Salesforce and HubSpot to streamline customer interactions, ensuring data from chatbot interactions is accurately captured and enhancing customer relationship management and marketing efforts. In learning management systems such as Canvas and Blackboard, Ivy.ai provides educational institutions with seamless student support, automating responses to inquiries and facilitating course navigation. Additionally, Ivy.ai integrates with student information systems like Banner and PeopleSoft to automate administrative tasks, providing instant access to academic information and assisting with enrollment processes. For HRIS, Ivy.ai works with systems like Workday and SAP SuccessFactors to offer automated HR support, addressing employee queries related to benefits, leave balances, and payroll details. Furthermore, integrations with content management systems like WordPress and Drupal enable Ivy.ai to enhance user engagement on websites by providing real-time support and guiding visitors. These integrations collectively enable Ivy.ai to deliver a cohesive and efficient experience for managing customer interactions, student support, and HR services, significantly improving operational efficiency and user satisfaction. OpenGov provides robust integration capabilities to enhance its financial and performance management solutions for government agencies. It integrates seamlessly with major Enterprise Resource Planning (ERP) systems such as SAP, Oracle, and Microsoft Dynamics, enabling comprehensive financial management and streamlined operations. OpenGov connects with financial systems like QuickBooks, NetSuite, and Sage Intacct, facilitating accurate financial reporting and budget management. Its platform also integrates with Customer Relationship Management (CRM) systems like Salesforce, enabling improved citizen engagement and service delivery. OpenGov supports data visualization and analytics tools such as Tableau and Power BI, providing real-time insights and data-driven decision-making. For document and records management, it integrates with systems like Laserfiche and SharePoint, ensuring efficient document handling and compliance. Additionally, OpenGov connects with geographic information systems (GIS) like Esri, enhancing spatial data analysis and planning capabilities. These integrations ensure that OpenGov's solutions provide comprehensive, efficient, and secure financial and performance management, enhancing the ability of government agencies to deliver transparent and effective public services. UKG (Ultimate Kronos Group) offers extensive integration capabilities across various systems to enhance workforce management solutions. It integrates with major Human Capital Management (HCM) systems like Workday, Oracle HCM Cloud, and SAP SuccessFactors for seamless HR and payroll operations. UKG also connects with payroll systems such as ADP, Ceridian Dayforce, and Paychex to ensure accurate payroll processing. Its integration with ERP systems like SAP ERP, Oracle ERP, and Microsoft Dynamics 365 streamlines workforce planning and financial management. UKG's connectivity extends to CRM systems, including Salesforce, HubSpot, and Zoho CRM, aligning workforce management with customer relationship activities. Time and attendance systems like Kronos, Tanda, and Deputy are supported for efficient scheduling and tracking. Additionally, UKG integrates with Learning Management Systems (LMS) such as Cornerstone OnDemand, SAP Litmos, and Udemy for Business to enhance employee training and development. Benefits administration systems like Benefitfocus, Aight Solutions, and Businessolver are also supported, ensuring comprehensive benefits management. For secure access, UKG integrates with Single Sign-On (SSO) solutions like Okta, Microsoft Azure Active Directory, and Ping Identity. These integrations ensure UKG's solutions provide comprehensive, efficient, and secure workforce management across diverse business environments.
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45	Describe your migration, customization, configuration, and upgrade processes.	Each of the suppliers being proposed has a variety of methodologies they follow to ensure success. For example, OpenGov's implementation methodology ensures a smooth transition and successful adoption of their solutions through a structured approach consisting of several key phases: Initiate, Validate, Configure, Customize, Train, Test, Launch, and Support and Upgrade. In the Initiate phase, OpenGov provides customer entity configuration and creates system administrator accounts, granting access to the system. This phase concludes with customer sign-off on product access. During the Validate phase, OpenGov develops a Solution Blueprint based on the customer's requirements and confirms the data migration and validation strategy. The customer signs off on the Initial Draft Solution Blueprint to complete this phase. The Configure phase involves configuring the deliverables as outlined in the project scope, with customer sign-off confirming the completion and acceptance of all configuration deliverables. Customization follows in the next phase, based on specific customer requirements detailed in the Solution Blueprint. This includes custom feature development, integration with other systems, and workflow customizations. This phase concludes with customer sign-off on the completed customizations. Training is provided through instructor-led virtual sessions, covering both administrators and end users as specified in the project scope. Customer sign-off confirms the completion of training. OpenGov conducts thorough testing of the system in the Test phase, including user acceptance testing (UAT), to ensure all configurations and customizations work as expected. The customer signs off on the successful completion of the testing phase. The Launch phase includes providing HyperAdopt support post Go-Live to ensure successful adoption, with customer sign-off transitioning the project from active deployment to Customer Success. In the Support and Upgrade phase, OpenGov provides ongoing support to ensure the system continues to meet customer needs, regularly releasing updates and upgrades to enhance functionality and security. Customers are notified of upcoming upgrades, and OpenGov works with them to schedule and implement these upgrades with minimal disruption, concluding with customer sign-off on major upgrades to confirm successful implementation. UKG uses the following methodology: Project Management UKG guides the life cycle of the UKG HCM implementation, providing best practices to ensure successful deployment. The UKG Project Manager partners with the Customer Project Manager to develop the project plan, manage risks, and ensure objectives are achieved. The Customer Project Manager manages resources, secures executive sponsor buy-in, leads change management, liaises between UKG and project stakeholders, administers project changes, and resolves issues. Welcome Phase In the Welcome Phase, UKG and the Customer team lay the foundation for a successful implementation. This includes assigning stakeholders, defining areas of responsibility, reviewing expectations and goals, discussing project assumptions, and establishing meeting cadences. The UKG Project Manager will also discuss the project plan, change management, testing, and end-user training activities with the Customer Project Manager. This phase concludes with the start of the Requirements phase. Requirements Phase During the Requirements phase, UKG discusses specific configurations and identifies necessary modifications with the Customer. This involves discovery sessions with key department stakeholders and reviewing internal process changes based on industry best practices. The aim is to minimize configuration changes outside the preconfigured solution. These discussions help in making informed decisions about processes, testing scenarios, and end-user training. Build Phase In the Build phase, UKG completes the agreed-upon configurations. The Customer provides necessary employee data from legacy systems, configures hardware if applicable, and attends recommended training. Working sessions are held to review the configuration and navigation of the UKG HCM solution. The Customer also designates System Administrators who actively participate in all activities to ensure they can maintain and troubleshoot the solution post-implementation. Test Phase During the Test phase, the Customer leads User Acceptance Testing (UAT) with support from UKG. The Customer assigns resources to conduct unit tests, documents outcomes, and communicates issues to UKG for resolution. Concurrently, the Customer develops change management strategies and communication plans to ensure user adoption, prepares deployment groups, and rolls out end-user training. Go-Live Phase In the Go-Live phase, the configured and tested solution is deployed to end users. The project's goals, success criteria, change management, end-user training, and risk management efforts culminate in this phase. The Customer signs off on an agreed Deployment Plan for the UKG HCM system. UKG supports one deployment group and provides a thirty-day warranty period before transitioning to UKG Global Support (Success Care) for post-implementation support.
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46	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.	Vertosoft maintains a corporate Sustainability Policy which is provided below: Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate. As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue. We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices. We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions. Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development; Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution. Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC; Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint. Guided by our Sustainability Policy, Vertosoft provides each employee with an Ocean Bottle "GO" water bottle. Each bottle is made from at least 67% recycled materials, and each bottle purchased funds the collection of 1,000 ocean-bound plastic bottles. To date, our usage of these bottles has funded the removal of over 40,000 ocean-bound plastic bottles. Vertosoft has also installed an in-office point-of-use water system that is connected to the building water supply. This system is estimated to save 4,000 bottles annually. Another policy that Vertosoft has put in place that is driven by our Sustainability Policy is our 'Work from Home' program. Employees that are eligible for this program can work from home 2 days a week. It is estimated that this policy saves ~10.67 metric tons of carbon emissions over the course of a year. In addition to these items, Vertosoft requires all electronic equipment to be Energy STAR certified, and where available, EPEAT registered. We prioritize products made from recycled materials and those with minimal, eco-friendly packaging. Vertosoft also selects products designed for longevity and ease of upgrade to extend their usable life. One specific example is our laptops. Vertosoft's laptops have an average lifespan of 5 years, as compared to many corporate laptops that have a lifespan of approximately 3 years.
47	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.	Several providers in our proposal demonstrate a strong commitment to sustainability through various certifications and eco-labels. UKG and Diligent both hold ISO 14001 certification for environmental management systems, underscoring their dedication to reducing environmental impact. Trintech, a member of the Green Business Certification Inc. (GBCI), reinforces its green business practices. Visual Lease partners frequently use Energy Star-certified equipment, promoting energy efficiency. OpenGov operates in LEED-certified facilities, reflecting their commitment to environmentally friendly building practices. Fluxx Labs, as a certified B Corporation, meets high standards of social and environmental performance. These certifications and practices highlight the focus on energy efficiency, sustainability, and green initiatives among our proposed solution providers.
48	Describe your strategy related to ecosystem partners for additional functionalities or capabilities.	Our strategy for leveraging ecosystem partners to enhance functionalities and capabilities revolves around building a robust network of integrations and collaborations that amplify the strengths of our core solutions. By partnering with leading providers across various domains, we ensure that our customers can access a comprehensive suite of tools and services that seamlessly integrate with our offerings, enhancing overall efficiency and effectiveness. For instance, UKG (Ultimate Kronos Group) collaborates with numerous HRIS and payroll systems such as Workday, SAP SuccessFactors, and ADP, enabling seamless data flow and operational efficiencies. These integrations allow organizations to unify their workforce management and HR processes, providing a cohesive user experience. Similarly, Diligent's governance, risk, and compliance solutions are enhanced through partnerships with other compliance tools and risk management systems, ensuring comprehensive governance and regulatory adherence. OpenGov's financial and performance management solutions benefit from integrations with ERP systems like SAP and Oracle, as well as data visualization tools such as Tableau and Power BI. This strategic collaboration enables government entities to leverage advanced analytics and reporting capabilities, driving data-driven decision-making. Cornerstone OnDemand's learning and talent management systems integrate with CRM systems like Salesforce and HubSpot, as well as LMS platforms like Canvas and Blackboard, ensuring that educational institutions and businesses can provide seamless learning experiences and robust talent management. Additionally, Ivy.ai's AI-powered chatbot solutions integrate with various CMS, LMS, and HRIS platforms, offering enhanced customer service, student support, and HR functionalities. By partnering with ecosystem players such as WordPress, Drupal, and Workday, Ivy.ai ensures that its AI-driven solutions are easily accessible and highly effective across different use cases.
49	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.	Vertosoft LLC is a Certified Virginia Small Business Concern, number 725842 for reference. We have attached a copy of our Small, Women-owned, and Minority-owned Business (SWaM) certificate under the "Step 2 - Documents" portion of the submission - "WMBE/MBE/SBE or Related Certificates"

50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Presales Engineering Talent Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for Sourcewell members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide Sourcewell participating entities with important insights about the technology solutions to best meet the member's needs. Quality and Responsiveness Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient purchase order (PO) processing from our government customers. - Efficient PO delivery to our technology partners. - Accurate invoice creation for government customers for solutions delivered by our technology partners. - Payments to our technology partners upon payment from the government. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. Dedicated Customer Success Management Team Vertosoft will assign a dedicated Customer Success Manager (CSM) team to Sourcewell participating entities. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team. The CSM will be able to provide Sourcewell and participating entities with the following benefits: - Software Entitlement management support - Customized license reporting and usage - Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team - Technical Outreach and Advisory Sessions Vertosoft's CSM team will assist Sourcewell and participating entities with tracking the usage for each product. The CSM team will provide Sourcewell metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help Sourcewell understand the volume and scale of support being requested and provided. Vertosoft will also provide Sourcewell participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements. Marketing and Training Each of the software suppliers supported by Vertosoft provides complimentary webinars to Sourcewell member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology. Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights. Within the first 14 days post award, Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations. Within 30 days of award, Vertosoft will launch a dedicated web site with the Sourcewell standard logo. The website will have a copy of the original request for proposal, a copy of the contract, summary of products being offered, marketing materials, and a link to Sourcewell website. Vertosoft will also include a dedicated toll-free number and email address for Sourcewell participating entities. Within 60 days of award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future. Secure Software Supply Chain Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using. Minority and Women Business Enterprise (MWBE) and HUB Participation Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of services and resell partners that Vertosoft works with around the country that are either minority, women owned, service-disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity. Government Financing and Structured Payment Plans Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.
51	If applicable, how does your solution facilitate increased citizen engagement and feedback in public sector processes?	We are proposing solutions PublicInput, OpenGov, and Ivy.ai to facilitate increased citizen engagement and feedback in public sector processes. They do so with their unique capabilities that you can read more about below: PublicInput provides an all-in-one engagement and communications platform that enables government agencies to actively connect with their communities. The solution includes various tools like public surveys, virtual town halls, social media integration, and data analytics. By facilitating transparent communication and enhancing equitable citizen participation, PublicInput empowers governments to receive actionable insights through real-time feedback and representative reporting. This platform supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is specifically designed to enhance public sector processes through the collection and analysis of public feedback. The solution streamlines the process of gathering input via surveys and comment tracking, ensuring transparency and robust citizen engagement. With real-time feedback analysis, OpenGov enables informed decision-making based on community insights, fostering harmonious relationships between governments and citizens by efficiently utilizing public feedback to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, featuring chatbots and virtual assistants that improve communication between governments and citizens. The solution provides automated responses, multi-channel support, and real-time data analytics, facilitating efficient handling of inquiries and enhancing citizen engagement. By streamlining processes, reducing response times, and providing 24/7 support, Ivy.ai promotes stronger community relationships and trust, thereby contributing to increased citizen engagement and feedback in public sector processes.

52	How does your solution support digital transformation initiatives within the public sector, including cloud adoption, mobile access, and digital service delivery?	Our proposed solution, supported by a diverse group of innovative suppliers, robustly supports digital transformation initiatives within the public sector, emphasizing cloud adoption, mobile access, and digital service delivery. UKG (Ultimate Kronos Group): UKG's cloud-based workforce management solutions facilitate seamless cloud adoption, providing scalable and secure HR, payroll, and workforce analytics. Their mobile access capabilities ensure that public sector employees can manage schedules, track time, and access critical HR information from anywhere, enhancing operational efficiency and employee engagement. Diligent: Diligent's governance, risk, and compliance solutions are cloud-based, offering secure, scalable platforms that support public sector needs. Their mobile applications enable government officials to access critical information, manage risks, and ensure compliance on the go, streamlining governance processes and improving transparency. Trintech: Trintech's cloud-based financial close management software supports public sector financial transformation by automating complex financial processes. Their solutions offer mobile access to financial data and workflows, enabling finance teams to collaborate and manage financial operations from anywhere, ensuring accuracy and efficiency. Visual Lease: Visual Lease provides cloud-based lease management solutions that enhance compliance and financial performance for public sector organizations. Their mobile-friendly platform allows users to access lease data and perform management tasks remotely, supporting efficient lease administration and real-time decision-making. OpenGov: OpenGov's cloud-based financial and performance management solutions are designed specifically for the public sector, facilitating efficient cloud adoption. Their mobile-friendly platforms enable government officials to access budget data, performance metrics, and financial reports on the go, enhancing transparency and decision-making capabilities. Cornerstone OnDemand: Cornerstone offers cloud-based learning and talent management solutions that support public sector digital transformation. Their mobile applications allow government employees to access training, performance reviews, and development resources anytime, anywhere, promoting continuous learning and professional growth. Udacity: Udacity provides cloud-based educational platforms that support digital transformation through online learning. Their mobile-accessible courses enable public sector employees to develop new skills and stay updated with the latest technologies, enhancing workforce capabilities and adaptability. Ivy.ai: Ivy.ai's AI-powered chatbot and virtual assistant solutions support digital service delivery by providing instant, automated responses to public inquiries. Their cloud-based, mobile-friendly platforms ensure that citizens can access information and services anytime, improving public engagement and satisfaction. Urban SDK: Urban SDK offers cloud-based data analytics and visualization tools that support smart city initiatives. Their mobile-accessible platform allows city planners and officials to access real-time data on urban environments, facilitating informed decision-making and efficient urban management. Autura: Autura's cloud-based automotive solutions support public sector digital transformation by providing real-time data and analytics on vehicle performance and maintenance. Their mobile-friendly platforms enable efficient fleet management and decision-making from any location. Fluxx Labs: Fluxx Labs' cloud-based grant management software supports public sector digital transformation by streamlining the grant application and management process. Their mobile-accessible platform allows grant managers to track and manage grants on the go, improving efficiency and accountability. Swiftly: Swiftly's cloud-based public transit solutions support digital transformation by providing real-time data and analytics for transit operations. Their mobile applications enable transit agencies to monitor performance, optimize routes, and improve service delivery, enhancing the public transportation experience. Spare Labs: Spare Labs' cloud-based, demand-responsive transportation solutions support public sector mobility initiatives. Their mobile-friendly platform allows users to book and manage rides in real-time, improving accessibility and efficiency in public transportation services. By leveraging the capabilities of these innovative suppliers, our solution robustly supports the public sector's digital transformation initiatives, promoting cloud adoption, mobile access, and enhanced digital service delivery to improve operational efficiency and public engagement.
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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 *
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53	Do your warranties cover all products, parts, and labor?	Vertosoft is committed to providing comprehensive warranty coverage across the wide variety of suppliers we propose to meet the needs of Sourcewell participating entities. In general, our warranties cover products, parts, and labor, although specific terms and conditions may vary between suppliers. To ensure Sourcewell participating entities have a clear understanding of the warranties they can expect, we have included detailed warranty information from several key suppliers. This will provide a transparent view of the warranty coverage for products, parts, and labor, demonstrating our commitment to quality and customer satisfaction. OpenGov Warranty: General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days after the subscription start date specified in the Order Form, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Subscription Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services to the Reseller. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. UKG Warranty: Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound. Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will make commercially reasonable efforts to remedy such breach without additional cost to Customer, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any nonconformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services. Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services. Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE). Due to providing detailed examples in this text section for Warranty, we have not uploaded any attachments within the "Step 2 - Documents" portion of the submission under "Warranty Information." If interested in reading more supplier warranties, please navigate to the zip file entitled "EULAs" within the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples."
54	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations that adversely affect coverage.
55	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The majority of the proposed solutions are software-based, ensuring that troubleshooting and warranty repairs are conducted remotely. This approach eliminates the need for technicians to travel, thereby avoiding additional expenses for travel time and mileage. Remote troubleshooting offers several advantages, including faster response times, reduced downtime, and increased convenience for Sourcewell participating entities. By leveraging advanced remote support technologies, we can quickly diagnose and resolve issues without the delays associated with scheduling and dispatching on-site technicians. This not only enhances the efficiency of our support services but also aligns with sustainable practices by reducing the carbon footprint associated with travel. Consequently, Sourcewell participating entities benefit from a more responsive and eco-friendly warranty service, ensuring that their operations continue smoothly and without unnecessary interruptions.
56	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?	The proposed solutions are software-based, allowing us to provide comprehensive support and warranty repairs remotely, without the need for certified technicians to travel to specific geographic locations. This approach ensures that all Sourcewell participating entities, regardless of their location within the United States or Canada, receive timely and effective service for warranty repairs.
	How will Sourcewell participating entities in these regions be provided service for warranty repair?	
57	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?	In general, each supplier included in our proposal will provide warranties for their respective software solutions. This warranty coverage extends even if the software solution incorporates third-party or open-source software components. Each supplier is responsible for the warranty service of their products, ensuring that Sourcewell participating entities receive consistent and reliable support directly from the source of the solution. This approach allows for specialized expertise and ensures that any warranty issues are addressed efficiently by the original manufacturers who are best equipped to handle their specific products. By relying on each supplier to manage their warranties, we ensure that all components of our proposed solutions are covered under appropriate and effective warranty terms.

58	What are your proposed exchange and return programs and policies?	The exchange and return programs and policies vary from supplier to supplier. To provide Sourcewell with a clear understanding of what to expect, we have highlighted the diverse policies of a few key suppliers, illustrating the variations across the proposed solutions. UKG (Ultimate Kronos Group): In the event of termination, UKG's policy ensures that all fees are paid by the customer for services rendered through the effective date of termination. If the termination is due to UKG's breach of the agreement, any prepaid fees for services not rendered before the termination date will be credited back to the customer's account, with any remaining amounts refunded within thirty days. This approach ensures financial fairness and transparency, providing peace of mind to customers regarding their investments in UKG's solutions. OpenGov: OpenGov's exchange and return policies are outlined in their subscription terms. The agreement commences upon execution and continues until the end date specified on the order form, with provisions for renewal and termination. If either party materially breaches the agreement and fails to cure the breach within thirty days of written notice, the non-breaching party may terminate the agreement. Upon termination, customers are required to pay in full for all services rendered up to the termination date, and OpenGov will cease providing services. This structured approach ensures that both parties are protected and that services are delivered effectively up to the termination point. BlackLine: BlackLine's policy includes a refund or payment on termination clause. If the customer terminates the agreement pursuant to the specified terms, BlackLine will issue a prorated refund for any payment corresponding to the period after the effective termination date. Conversely, if BlackLine terminates the agreement, the customer must pay any unpaid fees covering the remainder of the current term. This policy guarantees that customers are only billed for the services they receive, ensuring a fair and equitable financial arrangement.
59	Describe any service contract options for the items included in your proposal.	Vertosoft provides comprehensive service contract options to support the solutions proposed. We include a range of implementation, training, and support services to ensure successful deployment and ongoing operation of our solutions. Implementation Services: -Project Kick-off & Oversight: Initial meetings to introduce the project team, develop a high-level project plan, and establish regular status updates. -Configuration & Integration: Custom setup and integration of solutions tailored to specific organizational needs, including data migration and system configuration. -Prototyping & Validation: Creation of solution prototypes using customer data to validate processes and outcomes, with iterative refinement sessions. Training Services: -Onboarding & Enablement Training: Remote and on-site training options are available, providing hands-on experience with the solutions. Training sessions cover system navigation, user access administration, and utilization of platform features. -Specialized Training Programs: Tailored training programs for different user groups, including administrators and end-users, ensuring all staff are proficient in using the solutions. Support Services: -24/7 Customer Support: Continuous support for high-priority issues, with prioritized response times based on issue severity. Medium and low-priority issues are addressed during business hours. -Technical Escalation & Remote Support: Access to technical experts for complex issue resolution, including remote support capabilities for real-time assistance. -Ongoing Maintenance & Updates: Regular updates and maintenance to keep the systems current and functioning optimally. Includes monitoring and management of system performance and security. Additional Support Options: -Success Manager: Dedicated resource to provide best practices guidance and ensure optimal use of the solutions. -Feature Review & Activation Assistance: Support for reviewing and activating new features as they become available, along with industry best practices reviews and configuration optimization. These service contract options are designed to provide robust support throughout the lifecycle of the solutions, from initial deployment to ongoing management, ensuring Sourcewell participating entities maximize the value of its investment in our solutions. Examples of service options and SOWs have been provided "Step 2 - Documents" portion of the submission under "Upload Additional Documentation." A folder entitled "Services Information" provides in depth details as well as past examples on what could be expected of a project including services.

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 *
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60	Describe any performance standards or guarantees that apply to your services	Vertosoft collaborates with a wide array of software suppliers, each bringing their unique performance standards and guarantees to the table. While specifics may vary depending on the supplier, the following are general aspects that are commonly addressed: Service Availability: Many of our suppliers aim for high service availability, striving to ensure their platforms are accessible and functional during key operational hours. This commitment is subject to variations based on the individual supplier's capabilities and service model. Software Quality Assurance: Several of our suppliers adhere to rigorous quality testing protocols, ensuring that their software meets industry standards for reliability and functionality. This may include regular updates and security patches. Timely Delivery: Suppliers generally commit to delivering software products in a timely manner. The exact timelines and delivery mechanisms can vary, depending on the nature of the software and the distribution channels used. Technical Support and Maintenance: Support and maintenance services are often provided, with the scope and responsiveness varying by supplier. This can range from basic troubleshooting to comprehensive technical assistance and regular maintenance. Compliance and Security: Most suppliers ensure that their software and services comply with relevant industry norms, legal standards, and security protocols, though the specifics of these compliance measures can differ. Customization and Integration Support: Depending on the supplier, there may be options for customization and integration support to align the software with specific business needs and systems. Performance Metrics: Some suppliers may offer transparency through performance metrics reporting, such as uptime statistics and customer support response times, though the level of detail and frequency of such reporting can vary. Continuous Improvement: Many suppliers engage in continuous improvement efforts based on client feedback and industry developments, aiming to enhance service quality and client experience over time. It is important to note that the specific performance standards and guarantees are subject to the individual terms and policies of each software supplier in Vertosoft's network. As such, we recommend reviewing the detailed terms and conditions provided by each supplier for precise information.
61	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Each supplier provides different levels of SLAs and guarantees, and the following examples illustrate the type of service standards available. Visual Lease Service Standards: Visual Lease ensures high service standards for its customers, as outlined in their Service Level Agreement (SLA). They commit to a monthly uptime of 99.0% for their production environments, excluding planned maintenance periods. Scheduled maintenance is communicated in advance, typically taking place during non-business hours. In the event that Visual Lease does not meet the uptime commitment, they offer service credits based on the percentage of monthly uptime achieved. Visual Lease categorizes technical issues into four severity levels, each with specific response and resolution time targets. For instance, critical issues (Severity 1) should receive a response within one hour during support hours, and a resolution is aimed within one calendar day. Visual Lease provides disaster recovery capabilities with defined objectives for backup retention, business continuity, recovery point, and recovery time, ensuring the availability and integrity of customer data. UKG Service Standards: UKG provides robust support and service standards through their various support plans, including Gold, Platinum, and Platinum Plus. They offer priority-based support, ensuring customers with the most critical issues are serviced first. High priority issues receive a response within 30 minutes or immediately via rapid response, while medium and low priority issues have response times of one hour and two hours, respectively. UKG's support is available 24/7/365 for high-priority issues, with business hours support for other issues. UKG's support services include technical escalation, management escalation, and remote support through web-based screen-sharing tools. They also offer access to the UKG Community for how-to articles, discussion boards, and case management. UKG's SLAs ensure continuous effort on high-priority events, leveraging a team-based approach to resolve issues swiftly and efficiently. They provide detailed documentation, knowledgebase access, and regular service releases to keep their software up-to-date and functioning optimally. We have uploaded the two example documents within the "Step 2 - Documents" portion of the submission - "Upload Additional Documentation" The folder entitled "SLAs" includes the mentioned Visual Lease SLA and UKG SLA.
62	Describe your data integrity and protection standards, data backup, recovery, and secure storage solutions.	Our suppliers prioritize the protection and integrity of customer data, employing robust strategies for data backup, recovery, and secure storage. While each supplier may approach these aspects differently, the following examples illustrate the comprehensive measures in place to safeguard customer information. Cornerstone OnDemand: Cornerstone's customer environments and disaster recovery capabilities are hosted in AWS regions and colocation data centers in the U.S., with plans to migrate production environments fully to AWS. The production sites are in US-West-1 (N. California) and US-West-2 (Oregon), with disaster recovery sites in US-West-2 and US-East-1 (N. Virginia). AWS was selected for its high service availability and strong data protection controls, ensuring that all connectivity and security measures are maintained. Additionally, Cornerstone uses Equinix colocation data centers in El Segundo, CA, and Ashburn, VA, with strict access controls, including biometric hand scanners and restricted entry to authorized personnel only. Furthermore, Cornerstone leverages Google Cloud Platform (GCP) for its machine learning platform and content-related microservices, ensuring secure connectivity and data protection using redundant IPsec tunnels and Palo Alto firewalls. Cornerstone adheres to several compliance certifications, including SSAE18 SOC 1 & SOC 2, ISAE 3402 Type II, ISO/IEC 27001:2013, ISO/IEC 27018:2014, and ISO/IEC 27701:2019. OpenGov: OpenGov employs infrastructure provided by AWS, utilizing services such as EC2 and RDS with security best practices recommended by AWS. OpenGov's security infrastructure includes AES 256 encryption for data at rest and TLS 1.2 encryption for data in transit. Additional protection is provided by Cloudflare, acting as a web application firewall. OpenGov uses a multi-AZ deployment strategy for enhanced availability and durability, capturing regular backups and snapshots stored in regional data centers. This approach ensures data replication in real-time across AWS and Azure availability zones, minimizing data loss to one minute in the event of a fault. OpenGov has also passed SOC 2 audits, with the latest SOC 2 Type 2 report available upon request. Visual Lease: Visual Lease hosts its application on AWS, employing a network architecture that places web servers in a public subnet and database servers in a private subnet, accessible only from approved sources. Data at rest is protected with AES-256 bit encryption, and data in transit is secured with SSL (TLS 1.2) encryption and SSH (SFTP) for managed file transfers. Visual Lease leverages AWS Backup, a fully managed backup service, ensuring data integrity and protection.

63	What are your policies and governance features regarding large language models and generative AI?	Vertosoft implements a robust governance framework to ensure the responsible use of generative AI within our solutions. Our approach includes several key components to align with industry best practices. We adhere to ethical AI principles to ensure responsible use, avoid biases, and respect user privacy and data security. We maintain transparency by clearly communicating how AI technologies are used, including the types of data processed and the purposes of AI-generated outputs, ensuring users are informed and can provide informed consent. Our data privacy and security measures comply with regulations such as GDPR and CCPA, and we implement encryption and other security measures to protect sensitive data used in AI models. Regular audits and updates to our AI models help identify and mitigate biases, ensuring fair outcomes for all users. We ensure human oversight by reviewing AI-generated outputs, especially in critical decision-making processes, to prevent potential errors or unintended consequences. We establish clear accountability mechanisms for AI deployment, defining roles and responsibilities for managing and overseeing AI systems. Vertosoft also aims for relevant certifications and conducts regular compliance checks to ensure our AI systems meet industry standards and regulatory requirements. Continuous improvement efforts are made through ongoing research and development to enhance the accuracy, efficiency, and ethical considerations of our AI technologies. By adopting these best practices, Vertosoft ensures that our use of generative AI aligns with industry standards for ethical and responsible AI deployment, providing innovative solutions while maintaining high standards of trust and integrity. For more specific information, our detailed policies and practices regarding generative AI are available upon request.
64	User Accessibility: How does your software ensure accessibility for all users, including those with disabilities, in compliance with standards?	Vertosoft and our suppliers are committed to ensuring that software solutions are accessible to all users, including those with disabilities, in compliance with established accessibility standards such as the Web Content Accessibility Guidelines (WCAG) and Section 508 of the Rehabilitation Act. Our suppliers, including OpenGov, Thirdline, and PublicInput, prioritize accessibility and have developed Voluntary Product Accessibility Templates (VPATs) to demonstrate their compliance with these standards. OpenGov: OpenGov's software is designed with accessibility in mind, ensuring that all users, including those with disabilities, can effectively use their solutions. OpenGov adheres to WCAG 2.1 and Section 508 standards, providing a VPAT that details their compliance. Their platform includes features such as keyboard navigation, screen reader compatibility, and high-contrast modes to accommodate users with various disabilities. OpenGov regularly updates their accessibility features based on user feedback and advances in accessibility technology to ensure an inclusive user experience. Thirdline: Thirdline is dedicated to making their software accessible to everyone. They follow WCAG and Section 508 guidelines and provide a comprehensive VPAT to outline their compliance. Thirdline's software includes customizable interface settings, alternative text for images, and support for assistive technologies like screen readers and voice recognition software. They continuously assess and enhance their accessibility features to ensure all users can navigate and utilize their solutions effectively. PublicInput: PublicInput ensures their platform is accessible to all users, including those with disabilities, by adhering to WCAG 2.1 and Section 508 standards. They offer a detailed VPAT to demonstrate their commitment to accessibility compliance. PublicInput's software includes features such as text-to-speech capabilities, keyboard shortcuts, and adjustable text sizes. They engage with accessibility experts and users to regularly review and improve their platform, ensuring it meets the highest accessibility standards.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
65	Describe your payment terms and accepted payment methods.	Vertosoft accepts Net 30 payment terms as is what is commonly seen/offered among State and Local Government entities. Our accepted payment methods are via ACH, check, and credit card.
66	Describe any leasing or financing options available for use by educational or governmental entities.	Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allows us to provide the government with simplified terms and conditions, and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.
67	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.	We have attached the End User License Agreements (EULAs) or applicable terms & conditions document for the software suppliers we are proposing as part of this submission. End User License Agreements/terms documents can be found in the "Step 2 - Documents" portion of the submission under "Standard Transaction Document Samples." A zip folder titled "EULAs" has been uploaded accordingly.
68	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we do accept the e P-card procurement and payment process for any orders less than \$50,000. There is a 3% processing fee associated with these transactions.

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 *
69	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.	Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog. The % discount will be off the named supplier/OEM MSRP. This approach will make it simplistic for Sourcewell participating entities to calculate the cost of any given part using the formula: Sourcewell price = MSRP – (MSRP * % discount). For example, if the supplier discount is 10%, and the MSRP is \$100, the cost to the Sourcewell participating entity would be \$90.00, shown as: \$100 – (100*0.10) = \$90.00. We have provided an Excel Spreadsheet titled "Sourcewell pricing" that contains detailed pricing information in the "Step 2 - Documents" section of the submission under "Pricing."
70	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.	As stated in our answer to Question #69, Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a pricing discount is not feasible. In the "Sourcewell pricing" Excel file (previously referenced as submitted in "Step 2 - Documents" section of the submission under "Pricing") we have different percentage discounts listed that are dependent upon the supplier. The discount range is anywhere from 1-50% off MSRP.
71	Describe any quantity or volume discounts or rebate programs that you offer.	There are no quantity or volume discounts or rebate programs available from the proposed software suppliers. Our discounts provided off of MSRP are designed to be competitive without the need for such programs. In most cases this is negotiated on a deal-by-deal basis, as needed.
72	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.	For any requests or items that are considered "open market," Vertosoft will provide a quote that is labeled as such.
73	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.	There are no elements regarding the total cost of acquisition that are not included in our response.
74	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are typically no additional costs such as freight, delivery, or shipping associated with our transactions as all of our products are non-tangible (i.e. software licenses)
75	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We do not have any specific freight, shipping, delivery terms and/or programs available for Alaska, Hawaii, Canada, or any offshore delivery.
76	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do not have any unique distribution or delivery methods associated with our transactions. We do, however, have the ability to work through our software suppliers to provide license Proof of Entitlement or Proof of Delivery (PoE/PoD) upon transaction completion. This ensures Sourcewell participating entities buying products through Vertosoft benefit from an additional layer of security - guaranteeing transparency, accountability, and confidence in receiving the intended products and services.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
77	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 *
78	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.	Vertosoft is committed to providing the highest quality of service to Sourcewell through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include: - Maintaining product catalogs and price lists on different government contract vehicles. - Error free quoting to the government on behalf of our technology partners. - Efficient Purchase Order (PO) processing from our public sector customers. - Efficient PO delivery to our technology partners. Accurate invoice creation for public sector customers for solutions delivered by our technology partners. - Customer satisfaction measurement with the overall procurement process experience through Vertosoft. - Accurate and timely fee remittance. Due to the number of other contracts we hold and currently report monthly and/or quarterly on, Vertosoft has established a tailored, streamlined process for contract reporting. Therefore, we are confident that we can successfully deliver quarterly reports to Sourcewell within 45 days following the end of each quarter, meeting all the required fields specified in the contract template. Oracle NetSuite, the ERP (Enterprise Resource Planning) tool used by Vertosoft currently generates monthly reports on all invoiced transactions, already including the relevant fields from the Sourcewell contract template, such as entity name, address, contact details, price, date, etc. Typically received in the first week of the month, our Contracts team reviews the transactions within the report and transposes them into the specified contracting template or portal to issue successful fee payments. The administrative fee is also inputted at the Sourcewell account level and will auto-apply to all Sourcewell transactions in the report, ensuring the proper fee is always remitted. We ensure Sourcewell participating entities receive the proper pricing through our quoting system, CPQ by Salesforce. This will have Sourcewell contract pricing pre-loaded upon contract execution to eliminate manual processes and potential human error.
79	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.	Vertosoft will employ a Quality Assurance Surveillance Plan (QASP) to benchmark, measure, and improve the effectiveness of our business and technical operations that support the contract. The QASP will be administered and controlled by a separate Quality Assurance Manager to independently monitor and evaluate business and technical activities each quarter. Results and any changes from quarterly evaluations will be shared with Sourcewell. Vertosoft has tailored a QASP for relevant functions to include responsiveness to the Public Sector and Education Administration Software Solutions RFP, timeliness for order processing and delivery, and accuracy and timeliness of contract deliverable requirements. Metric: Administrative Fee Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timely submission and accuracy of reports and remittance of payments. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quarterly Sales Reporting Surveillance Method: Inspection Performance Standard: Acceptable performance is met by timeliness and accuracy of the report Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell Metric: Quote Accuracy Surveillance Method: Inspection Performance Standard: All quotes issued to Sourcewell participating entities utilize the correct contract pricing. This is made possible through our quoting system, CPQ by Salesforce, that has contract pricing pre-loaded to eliminate manual processes and potential human error. Quality Level: 100% Reporting Methods: Quarterly reporting to Sourcewell
80	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.)	Vertosoft LLC proposes a 1.25% administrative fee. This fee will keep the contract competitive against Vertosoft's other contract offerings and accelerate the internal adoption of the contract, all whilst ensuring we have the necessary mechanisms in place to provide superior value to Sourcewell's participating entities.

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

Proposers including solutions offered within the scope of Categories 1, 2, 3, and 4 within its singular proposal must designate they are seeking award in **Category 5** in the Sourcewell Procurement Portal. Proposers seeking award in Category 1, 2, 3, or 4, as defined herein must make that designation below. Proposers may only receive an award within the Category(-ies) they designate. Sourcewell reserves the right to re-categorize any designation as it deems appropriate.

Line Item	Category Selection	Offering *	
81	Category 1: Core Administrative Systems	☐ Yes ☐ No	*
82	Category 2: Education and Public Sector Information and Work Management	☐ Yes ☐ No	*
83	Category 3: Asset and Risk Management	☐ Yes ☐ No	*
84	Category 4: Public Engagement and Specialized Services	☐ Yes ☐ No	*
85	Category 5: Integrated Enterprise Solutions	☐ Yes ☐ No	*

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes Core Administrative Systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
86	Human Resources Software	☒ Yes ☐ No	Vertosoft is proposing UKG (Ultimate Kronos Group) for this category, Human Resources Software. UKG, or Ultimate Kronos Group (formerly known as Kronos) is a leading provider of HR, payroll, and workforce management solutions. UKG Ready and UKG Pro are the two HR offerings we are proposing for this category, which constitute the Human Capital Management (HCM) offering of UKG. UKG Ready is ideal for small to mid-sized organizations, while UKG Pro is ideal for large organizations. UKG's HR solutions are designed to help entities manage their human capital effectively. Features of the platform include centralized data management, flexible workflows, advanced reporting and analytics, employee self-service, and compliance tools. UKG solutions streamline administrative tasks, facilitate data-driven decision-making, and empower employees with self-service options. These tools help improve efficiency, ensure compliance, and foster a positive workplace culture, ultimately driving greater outcomes.
87	Financial Performance, Spend, or Expense Management Software	☒ Yes ☐ No	Vertosoft is proposing Diligent, Trintech, Visual Lease, ThirdLine, and FloQast for this category, Financial Performance, Spend, or Expense Management Software. Diligent is a leading GRC (Governance, Risk, and Compliance) SaaS company that gives organizations the tools and solutions they need to bring clarity to complex risk, elevate impactful insights and get ahead of a world that is constantly changing. Diligent currently empowers more than 1 million users and 700,000 board members and leaders. Diligent's Audit Management solution for government and education streamlines the audit process with automated workflows, advanced analytics, and real-time data integration. It ensures compliance, continuous control monitoring, and effective management of audit workpapers. Trintech Inc. is a leading global provider of cloud-based, integrated reconciliation and financial close solutions for Finance & Accounting departments. From high volume transaction matching, to automating and managing balance sheet reconciliations, intercompany accounting, journal entries, close management tasks, to governance, risk and compliance – Trintech's portfolio of financial solutions, including its Cadency® Platform (for large enterprises) and Adra® Suite (for mid-market organizations), help manage all aspects of the reconciliation and financial close processes. Visual Lease is the #1 lease optimization software provider. Visual Lease help organizations become compliant with FASB, IFRS and GASB lease accounting standards, while simultaneously improving the financial, legal and operational performance of their leases. The easy-to-use SaaS platform is embedded with more than three decades of best practices from major corporations and leading industry professionals. Visual Lease's award-winning solutions are used by 80+ organizations to manage 500,000+ real estate, equipment and other leased assets. Committed to ongoing innovation and unparalleled customer service, Visual Lease helps organizations transform their lease compliance requirements into financial opportunities. ThirdLine's financial analytics software for government and education offers deployable analytics within a week, providing real-time risk assessments, monitoring of ARPA/SLFRF funds, and cost-control planning. Designed by accountants, it addresses common challenges such as resource constraints, talent retention, and pandemic-related disruptions with a low-cost, no-code platform that enhances fraud detection and financial oversight. FloQast is the leading provider of accounting workflow automation created by accountants for accountants. FloQast enables customers to streamline processes such as automated reconciliations, documentation requests, and other workflows that impact the month-end close, financial reporting, and payroll.
88	Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions	☒ Yes ☐ No	Vertosoft is proposing Blackline and InvoiceCloud for this category, Accounts Payable, Accounts Receivable, Billing, or Revenue Collection Solutions. Blackline's cloud-based financial operations management and market-leading customer service help companies move to modern accounting by unifying their data and processes, automating repetitive work, and driving accountability through visibility. Blackline provides solutions to manage and automate financial close, accounts receivable and intercompany accounting processes, helping large enterprises and midsize companies across all industries do accounting work better, faster, and with more control. InvoiceCloud provides a complete, simple, and secure electronic bill presentment and payment solution. The SaaS platform provides flexible and always up to date online payment solutions that can be configured to meet the unique needs of your organization. InvoiceCloud's simple to use interface engages customers throughout the payment process to deliver your highest ever e-payment adoption rates.
89	Procure-to-Pay and Contract Management Systems	☒ Yes ☐ No	Vertosoft is proposing OpenGov for this category, Procure-to-Pay and Contract Management Systems. OpenGov's Procurement software is a comprehensive, collaborative procurement suite designed for government agencies to streamline their entire procurement lifecycle. Trusted by over 1,600 agencies, the platform enhances supplier engagement and evaluation speed, supports compliance, and centralizes contract management. These features work to expedite processes by up to 75%, all while offering compliant solicitation development. Users experience increased efficiency, reduced stress, and higher vendor participation. Additionally, OpenGov provides dedicated support with account managers, training, and live assistance. OpenGov Procurement capabilities: - Develop Solicitations - Engage Suppliers - Evaluate and Award - Manage Contracts

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 2 will be submitting in the broad category that includes Education and Public Sector Information and Work Management. See RFP Section II. B.

1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
90	Student Information System (SIS)	☒ Yes ☐ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Student Information System (SIS). Red Rover has been built from the customer-first perspective, delivering on the features that education professionals yearn for – an easy-to-use, adaptive, and delightful experience that grows with any school district, flexible and customizable to what educators tell us they need. With Red Rover, administrators can assess staffing needs, teachers/other full-time staff can declare time off, and substitutes can connect with openings tailored to their skill sets. Although our service is rooted in technology, our people are our most valued asset. Our culture of trust and transparency allows us to adapt to evolving client needs more effectively and helps create meaningful, enduring relationships. UKG's, or Ultimate Kronos Groups (formerly known as Kronos) K-12 solutions streamline workforce management for school districts, providing tools for timekeeping, scheduling, talent management, and compliance. By optimizing resources and enhancing employee experiences, UKG helps districts focus more on student success. The platform reduces compliance risks and supports efficient HR processes, making it easier for schools to manage their staff and improve operational efficiency.
91	Learning Management System (LMS)	☒ Yes ☐ No	Vertosoft is proposing Cornerstone OnDemand, Schoox, and Udacity for this category, Learning Management System (LMS). Cornerstone OnDemand's Learning Management System (LMS) enhances employee training and development with personalized learning paths, content libraries, and robust analytics. The platform supports compliance, skill development, and performance management, helping organizations to effectively upskill their workforce. Cornerstone's LMS provides tools for creating, managing, and tracking learning programs, ensuring employees have access to both relevant and engaging content. Schoox's Learning Management System (LMS) offers a flexible and intuitive platform for employee training and development. The LMS features social personalized learning paths, comprehensive analytics, and social collaboration tools to track progress and measure effectiveness. The LMS supports various content formats and integrates with other HR systems to streamline administrative tasks and enhance the user learning experience. Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level results.
92	Work Management Software	☒ Yes ☐ No	Vertosoft is proposing Wrike and Ivy.ai, and for this category, Work Management Software. Wrike offers a versatile work management platform designed to streamline project planning, collaboration, and execution. It features customizable workflows, real-time collaboration tools, and robust reporting capabilities to enhance productivity and transparency. Wrike integrates with various applications, empowering your teams to do their best work with 360° visibility. Wrike is suitable for handling complex projects and enhancing team productivity, as it offers a unified platform for information and communication that enables teams to remain aligned and work in real time. Ivy.ai is an innovative technology company specializing in AI-powered chatbots and omnichannel communication platforms, designed to enhance customer support. Ivy.ai has made significant strides in leveraging AI to provide accurate, 24/7/365 assistance across various sectors, including government, education, and healthcare. The company's solutions are distinguished by their ability to seamlessly integrate with an organization's existing knowledge sources, ensuring up-to-date and consistent information delivery. With a focus on ease of deployment and maintenance, Ivy.ai's chatbots are built quickly and require no coding for upkeep, thanks to their industry-leading crawler technology and unique shared brain structure. This approach ensures a unified user experience across all communication channels, underlining Ivy.ai's commitment to driving efficiency and improving engagement through cutting-edge AI technology. Leveraging Ivy.ai, many public sector entities have seen material results, either by saving thousands of dollars, or by having call/agent volume reduced by significant percentages.

93	Enterprise Content Management/Records Management	☒ Yes ☐ No	Vertosoft is proposing IBM and Quadient for this category, Enterprise Content Management/Records Management. IBM ranks among the world's largest information technology companies, providing a wide spectrum of software, services, and hardware offerings. Vertosoft is proud to be an IBM Gold Partner and authorized to sell IBM's entire portfolio of software. IBM creates value for clients by providing integrated solutions and products that leverage data, information technology, deep expertise in industries and business processes, trust and security, and a broad ecosystem of partners and alliances. IBM solutions provide clients with new capabilities that change their businesses and allow them to connect with their customers and employees in different ways. These solutions use a leading portfolio of enterprise systems and software, consulting and IT implementation services, cloud, digital, and cognitive offerings, which are all supported by one of the world's leading research organizations. Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on three key solution areas, Intelligent Communication Automation, Parcel Locker Solutions and Mail-Related Solutions, Quadient helps simplify the connection between people and what matters. Quadient's records management solution offers comprehensive document digitization to enhance efficiency and compliance. It features automated workflows, secure storage, and easy retrieval of records, ensuring accuracy and accessibility. The platform supports regulatory compliance, reduces manual processes, and integrates with existing systems for seamless operations.
94	Enrollment Management Systems	☒ Yes ☐ No	Vertosoft is proposing Red Rover and UKG (Ultimate Kronos Group) for this category, Enrollment Management Systems. UKG, or Ultimate Kronos Group (formerly known as Kronos) Ready Benefits offers a comprehensive enrollment management system designed to streamline benefits administration for organizations. It features intuitive self-service enrollment, automated eligibility tracking, and real-time analytics to enhance employee engagement and simplify benefits management. The platform ensures compliance, reduces administrative burden, and provides a seamless experience for both HR teams and employees. Red Rover's enrollment management system is tailored for K-12 schools, focusing on efficient substitute management and attendance tracking. The platform streamlines the hiring and onboarding process, ensures compliance with state regulations, and provides real-time analytics. Its goal is to enhance operational efficiency and improve substitute teacher experiences, ensuring that schools maintain seamless operations.

Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 3 will be submitting in the broad category that includes Asset and Risk Management. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 17: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
95	Computerized Maintenance Management System (CMMS)	☐ Yes ☒ No	
96	Facility Management Software	☐ Yes ☒ No	
97	Energy Management Software	☐ Yes ☒ No	
98	Insurance and Risk Management	☐ Yes ☒ No	
99	Environmental, Health, and Safety (EHS) management	☐ Yes ☒ No	

Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 4 will be submitting in the broad category that includes Public Engagement and Specialized Services. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
100	Court, Corrections, and Justice System	☒ Yes ☐ No	Vertosoft is proposing Soma Global for this category, Court, Corrections, and Justice System. SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions since 2017. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.

101	Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions	☒ Yes ☐ No	Vertosoft is proposing OpenGov, Autura, Fluxx Labs, Urban SDK, Swiftly, Spare Labs, and Transit App for this category, Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management Solutions. OpenGov offers comprehensive solutions for Municipal Services, Inspections, Licensing, Grants, Tax, and Permitting Management. The Permitting and Licensing solution streamlines application processes, enhances transparency, and reduces approval times through a user-friendly interface and automation features. It supports efficient workflows for permits, licenses, and inspections. The Tax and Revenue solution improves tax administration with real-time data access, automated workflows, and robust reporting capabilities. It ensures compliance, enhances revenue collection, and provides detailed insights for informed decision-making. Autura (previously known as AutoReturn) is an innovative towing ecosystem that not only ensures swift and efficient vehicle recovery, but also keeps more tow operators on the road and more law enforcement protecting the community. Using a state-of-the-art SaaS platform combined with towing industry expertise, Autura has disrupted outdated, analog systems and transformed the towing industry into a seamlessly integrated ecosystem that benefits law enforcement agencies, tow operators, and vehicle owners. This system optimizes resource use, improves road safety, and reduces secondary crashes, saving time for officers and dispatchers. Autura significantly enhances community safety by promptly removing dangerous, illegally parked, or abandoned vehicles from the streets. Fluxx Labs' (dba Fluxx) cloud-based grant management software helps government agencies manage their data in one place, reduce the time to respond and collaborate with grantees and team members, and connect your systems to a single source of the truth. Fluxx supports your end-to-end grantmaking operations: from Notices of Funding Opportunities to Pre-award application intake and review to post-award payments and reporting requirements — and all in one intuitive and integrated platform. Its modern solution helps reduce complexity for Grantors, ease administrative burden on grantees, improve visibility into the grants process and mitigate compliance risk through robust audit trails. With a centralized data-driven platform, all information is connected in a single solution for grants management. Urban SDK is the nation's leading Traffic Calming software. It provides Traffic Speed, Volume, and Delay metrics for ALL local roads in your municipality, displayed on dynamic maps. Urban SDK works with 100+ Public Works Departments to aid with: traffic calming measures, pre and post-implementation studies, safety analysis, fielding public complaints, and reporting to council. Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data, thereby improving service reliability and operational efficiency for municipalities. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. It provides real-time data for vehicle locations, optimizing operations and planning. Swiftly improves passenger information reliability, boosts operational efficiency, and integrates seamlessly with existing systems. Spare Labs is on a mission to help accelerate the global shift to autonomous vehicles by enabling anyone to create and manage a smart transportation network in seconds. With Spare Platform, Spare's core product, anyone can plan, launch, operate, and analyze a smart transportation network, all from one place. Spare's platform supports ADA paratransit and micro transit services, enhancing access and operational efficiency. Spare's technology automates workflows, reduces costs, and improves rider experiences with real-time data and flexible service options. The platform integrates with local fleets and ensures compliance, making it an ideal choice for municipalities seeking to optimize transit services. Transit is the public transit app that makes life better without a car in more than 300 cities worldwide. Millions of public transit riders rely on its accurate real-time updates, intuitive step-by-step navigation, and helpful crowdsourcing features. It provides real-time departure information, trip planning, and seamless integration with various transit modes including bikeshare, scooters, and ride hail services. Transit collaborates with transit agencies to improve urban mobility, making it easier for municipalities to manage and optimize their transportation services.
102	Parks and Recreation Software	☒ Yes ☐ No	Vertosoft is proposing OpenGov for this category, Parks and Recreation Software. OpenGov's Parks and Recreation Software offers a robust platform for managing park assets, financials, and community engagement. It streamlines operations with key features such as online reservations and payments, maintenance tracking, activity registration, facility scheduling, and comprehensive financial reporting. The software supports efficient operations and enhances transparency with real-time data access and automated workflows. It also facilitates better community interaction through intuitive, user-friendly portals, making it easier for citizens to access park services and amenities.

103	Citizen Relationship/Engagement Management	☒ Yes ☐ No	Vertosoft is proposing PublicInput, OpenGov, and Ivy.ai for this category, Citizen Relationship/Engagement Management. PublicInput provides an all-in-one engagement and communications platform, enabling governments agencies to connect with the communities they serve. The solution includes tools for public surveys, virtual town halls, social media integration, and data analytics. It facilitates transparent communication, enhances equitable citizen participation, and provides actionable insights through real-time feedback and representative reporting. PublicInput supports effective decision-making and strengthens community trust by creating an inclusive engagement environment. OpenGov's Community Feedback software is designed to collect and analyze public feedback. The solution streamlines the process of gathering and analyzing public input through surveys and comment tracking. It enhances transparency and citizen engagement by providing real-time feedback analysis, enabling informed decision-making based on community insights. This platform fosters harmonious relationships between governments and their citizens by ensuring that public feedback is efficiently collected and utilized to inform policies and services. Ivy.ai offers an AI-powered platform for Citizen Relationship and Engagement Management, providing chatbots and virtual assistants that enhance communication between governments and citizens. The solution features automated responses, multi-channel support, and real-time data analytics, enabling efficient handling of inquiries and improved citizen engagement. Ivy.ai helps streamline processes, reduce response times, and provide 24/7 support, thereby promoting stronger community relationships and trust.
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Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types of software are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 5 will be submitting in the broad category that includes Integrated Enterprise Solutions. See RFP Section II. B. 1 for details.

☒ We will not be submitting for Table 19: Category 5 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
104	Comprehensive suites that encompass Enterprise Resource Planning (ERP) and at least one solution from EACH category 1-4 above	☐ Yes ☒ No	

Table 20: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
105	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A detailed description of the solutions we are proposing have been incorporated into the subcategories we are responding to as follows: - Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services - Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services - Table 18: Category 4 - Depth and Breadth of Offered Equipment Products and Services
106	Equipment and accessories related to the offering of systems or solutions described in subsections categories 1-5 above, including but not limited to, hardware, peripherals, and accessories	UKG (Ultimate Kronos Group) offers timeclocks that integrate seamlessly with their Human Capital Management offering, providing robust functionalities for workforce management.
107	Services related to the offering of systems or solutions described in categories 1-5, including, but not limited to, hosting, cloud migration, modernization, customization, integration, implementation, installation, maintenance, training, data collection, import, export and backup, record-keeping and reporting, mobile, cloud, and web-based applications or platforms, customer service, auditing, compliance, security, and technical and user support	Vertosoft offers a comprehensive range of services to support the solutions described in the categories we are responding to, categories 1, 2, and 4. Our service offerings are designed to ensure successful deployment, seamless integration, and ongoing operation of the proposed solutions. These services include but are not limited to: Implementation Services: - Project Kick-off & Oversight - Configuration - Integration Training Services: - Onboarding - Enablement Training - Specialized Training Program Support Services: - Remote Support - Ongoing Maintenance & Updates Additional Services: - Cloud Migration - Modernization - Customization - Installation - Data Services - Record-Keeping & Reporting - Auditing & Compliance - Security

Table 21: Exceptions to Terms, Conditions, or Specifications Form

Line Item 108. 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](#) - Vertosoft LLC Pricing - Sourcewell 060624.xlsx - Wednesday June 19, 2024 15:28:50
 - [Financial Strength and Stability](#) - 2023 Financial Statement_Vertosoft.pdf - Tuesday June 18, 2024 12:06:19
 - [Marketing Plan/Samples](#) - Vertosoft Sourcewell Marketing Plan.pdf - Tuesday June 18, 2024 13:04:17
 - [WMBE/MBE/SBE or Related Certificates](#) - VA small business certification.pdf - Wednesday May 22, 2024 10:41:45
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - EULAs.zip - Wednesday June 19, 2024 08:22:46
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documentation.zip - Wednesday June 19, 2024 13:17:58

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. - Chet Hayes, CTO, Vertosoft 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 obligations contemplated in the solicitation proposal.

☐ 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 17 Software Solutions RFP 060624 Mon June 3 2024 10:31 AM	☒	1
Addendum 16 Software Solutions RFP 060624 Thu May 30 2024 10:38 AM	☒	4
Addendum 15 Software Solutions RFP 060624 Tue May 28 2024 02:32 PM	☒	2
Addendum 14 Software Solutions RFP 060624 Fri May 24 2024 03:00 PM	☒	4
Addendum 13 Software Solutions RFP 060624 Tue May 21 2024 04:25 PM	☒	1
Addendum 12 Software Solutions RFP 060624 Mon May 20 2024 06:33 PM	☒	1
Addendum 11 Software Solutions RFP 060624 Fri May 17 2024 03:19 PM	☒	2
Addendum 10 Software Solutions RFP 060624 Thu May 16 2024 01:38 PM	☒	4
Addendum 9 Software Solutions RFP 060624 Tue May 14 2024 03:18 PM	☒	2
Addendum 8 Software Solutions RFP 060624 Thu May 9 2024 12:50 PM	☒	1
Addendum 7 Software Solutions RFP 060624 Wed May 8 2024 01:39 PM	☒	1
Addendum 6 Software Solutions RFP 060624 Tue May 7 2024 12:00 PM	☒	2
Addendum 5 Software Solutions RFP 060624 Fri May 3 2024 01:56 PM	☒	1
Addendum 4 Software Solutions RFP 060624 Thu May 2 2024 12:30 PM	☒	1
Addendum 3 Software Solutions RFP 060624 Tue April 30 2024 03:17 PM	☒	1
Addendum 2 Software Solutions RFP 060624 Mon April 22 2024 02:21 PM	☒	1
Addendum 1 Software Solutions RFP 060624 Fri April 19 2024 02:53 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 060624-VTO**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Vertosoft LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Software Solutions and Related Services for Public Sector and Education Administration to Sourcewell and its Participating Entities, effective October 23, 2024, through October 25, 2028 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 69 of "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following: "Due to the number of suppliers we are proposing and thus the large number of parts this brings, Vertosoft is providing a percentage discount off our catalog by supplier. This table, with each supplier listed alphabetically can be found under contract documentation on Vertosoft's Sourcewell landing page, titled "Contract 060624-VTO-Price Information." This table will be updating accordingly when new additions, removals, etc. are approved through Contract. A Master Price File will also be internally maintained and made available upon request."
2. Line item 70 of "Table 11: Pricing and Delivery" of the Proposal is delete in its entirety and replaced with the following: "Vertosoft is proposing a large number of suppliers as a part of our submission and therefore a one size fits all approach regarding a price discount is not feasible. The file labeled "Contract 060624-VTO-Price Information" on the contract documentation portion of Vertosoft's Sourcewell page will be the source for supplier discounts, ranging from 0-50% off MSRP."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating Officer
Date: 2/19/2025 | 11:34 PM CST

Vertosoft LLC

DocuSigned by:
By: Jay Colavita
B85871DC292A47C...
Jay Colavita, President
Date: 2/19/2025 | 7:57 PM PST

Euna Order Form

Euna Solutions, Inc.
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

Bill To:

City Of Ocoee
1 N. Bluford Avenue
Ocoee,
Florida 34761
United States

End User:

City Of Ocoee
1 N. Bluford Avenue
Ocoee,
Florida 34761
United States

Prepared by:

Andrew Berardi
andrew.berardi@eunasolutions.com

Quote Expiry Date: 2026-09-30 **Subscription Term:** 60 months

This purchase is made in
accordance with: Sourcwell
#060624-GTH cooperative contract

Euna Solution Line: Euna Procurement

Annual Subscriptions

Description	SKU Code	Quantity
Intake	PRBN-SW-26	1
Sourcing Pro - Seat	PRBN-SW-1	4
Contract Management Pro	PRBN-SW-46	1
Recurring Annual Fees:		USD 27,163.74

Professional Services

Description	SKU Code	Quantity	Total Price
Intake 1-1 Training Upgrade	PRBN-PS-51	1	USD 425.97
Intake Implementation	PRBN-PS-11	1	USD 1,548.97
Contract Management Pro Implementation	PRBN-PS-86	1	USD 3,969.25
Project Management (Existing Customer)	PRBN-PS-6	1	USD 2,517.08
Contract Data Import	PRBN-PS-41	1	USD 2,981.78

Non-Recurring Fees:	USD 11,443.05
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ORDER NOTES

Fees By Period:

Period	Price	Start Date	End Date
1	USD 38,606.79	01/10/2026	30/09/2027
2	USD 27,978.65	01/10/2027	30/09/2028
3	USD 28,538.23	01/10/2028	30/09/2029
4	USD 29,108.99	01/10/2029	30/09/2030
5	USD 29,400.08	01/10/2030	30/09/2031

Terms of Payment:

NOTE THAT THIS IS NOT AN INVOICE

- Net 30
- Applicable sales tax extra
- Annual Subscriptions
 - Due 100% on 2026-10-01.
- One-Time Services
 - Not applicable.

ACCEPTANCE

City Of Ocoee

Signature:

Name:

Title:

Acceptance
Date:

For Customer Invoicing Purposes:

Tax ID # _____

Is this purchase tax exempt? ☐ Yes ☐ No. If yes, please include your tax-exempt form for our records.

Contact Information for Notices and Invoices:

Name: _____

Email: _____

Terms and Conditions

Unless otherwise stipulated in [Order Notes and Terms of Payment](#), the Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at [End User License Agreement | Euna Solutions](#) (the "Agreement").

All remittance advice and invoice inquiries can be directed to billing@eunasolutions.com.



STAFF REPORT

Meeting Date: June 16, 2026

Item #: 11

Contact Name: Scott Nylander
Contact Number: Ext. 3315

Department Director: Vincent Ogburn
City Manager: Craig Shadrix

Subject: First Reading of an Ordinance Regulating Micromobility Vehicles. (Police Chief Ogburn)

Background Summary:

Micromobility vehicles (such as e-bikes, e-scooters, and motorized skateboards) have rapidly risen in popularity across Central Florida. A micromobility ordinance will enable the City of Ocoee to establish a clear legal framework to manage the rapid rise of micromobility devices on its public streets and walkways. By passing local regulations, the city can cap riding speeds, mandate safety gear, address growing safety hazards, clarify enforcement laws, manage public spaces effectively, and reduce the number of severe crashes and trauma related injuries. Furthermore, enacting this ordinance aligns Ocoee with neighboring communities by empowering local law enforcement to regulate micromobility vehicles and enhance public safety.

Issue:

Should the Honorable Mayor and City Commission approve the proposed ordinance regulating micromobility vehicles?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the proposed ordinance regulating micromobility vehicles.

Attachments:

1. Ordinance Regulating Electric Bikes Micromobility Devices
2. Business Impact Estimate - Micromobility Ordinance

Financial Impacts:

There is no fiscal impact to the City of Ocoee.

Type of Item: First Reading

ORDINANCE 2026-

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 153 OF THE CITY CODE (“STREETS AND SIDEWALKS”) TO ESTABLISH A NEW ARTICLE V TO REGULATE AND GOVERN THE OPERATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING DEFINITIONS; ESTABLISHING OPERATIONAL REQUIREMENTS AND RESTRICTIONS; ESTABLISHING SIDEWALK, STREET, PARK, AND PUBLIC PROPERTY REGULATIONS; PROHIBITING RECKLESS OPERATION AND STUNTS; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Ocoee recognizes the increasing use of electric bicycles, electric scooters, and other micromobility devices within the City; and

WHEREAS, the City Commission finds that reasonable regulations are necessary to protect pedestrians, motorists, park property, and to provide for the public health, safety, and welfare; and

WHEREAS, the City Commission desires to promote the safe and lawful operation of micromobility devices while maintaining consistency with applicable provisions of Florida law, including Chapter 316, Florida Statutes; and

WHEREAS, Section 316.20655, Florida Statutes, states, “[T}his section may not be construed to prevent a local government, through the exercise of its powers under s. 316.008, from adopting an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, and sidewalk areas under or within the local government’s jurisdiction [or] to prevent a municipality...having jurisdiction over the bicycle path, multiuse path, or trail network from restricting or prohibiting the operation of an electric bicycle on a bicycle path, multiuse path, or trail network....” and

WHEREAS, the City Commission has full authority to regulate electric bicycles, electric scooters, and other micromobility devices under its Home Rule Powers in Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes.

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

SECTION 1. AMENDING CHAPTER 153 OF THE CITY CODE TO CREATE A NEW ARTICLE V, SECTION 153-40.

Chapter 153 of the City of Ocoee Code of Ordinances (“Streets and Sidewalks”) is hereby amended to create a new Article V to read as follows (underlined words constitute additions):

§§ 153-34 -- 153-39. - Reserved

ARTICLE V – Electric Bicycles, Electric Scooters, and Micromobility Devices

§ 153-40 – Regulation of Electric Bicycles, Electric Scooters and Micromobility Devices

A. Purpose and Intent.

The purpose of this section is to regulate the operation of electric bicycles, electric scooters, and other micromobility devices to:

- (1) Promote safe interaction between pedestrians, bicyclists, motorists, and micromobility users;
- (2) Prevent and reduce injuries and fatalities;
- (3) Protect public parks, sidewalks, streets, and other public infrastructure from damage;
- (4) Prohibit reckless operation and reduce hazardous and nuisance behaviors; and
- (5) Maintain consistency with applicable Florida law.

B. Definitions.

For purposes of this section, the following terms shall have the meanings provided below:

(1) Electric Bicycle (E-Bike).

Any bicycle equipped with fully operable pedals, an electric motor of less than seven hundred fifty (750) watts or less motor, and meeting the classifications established under Section 316.003, Florida Statutes.

(2) Electric Scooter.

A device weighing less than seventy-five (75) pounds that has handlebars, a floorboard designed to stand upon while riding, and is powered by an electric motor, including devices defined under Section 316.2128, Florida Statutes.

(3) Micromobility Device.

Any electric bicycle, electric scooter, motorized skateboard, self-balancing device, one-wheel electric device, or similar small-wheeled transportation device designed for individual transportation.

(4) Sidewalk.

That portion of a right-of-way or street between the curblineline or lateral line of a roadway and the adjacent property line intended for use primarily by pedestrians.

(5) Public Park.

Any public park, recreational facility, trail, athletic field, playground, open green space, or other publicly owned recreational property operated or maintained by the City.

(6) Reckless Operation.

Operation of a micromobility device with willful or wanton disregard for the safety of persons or property. Reckless operation includes operation in a manner that endangers or is likely to endanger persons or property, including excessive speed, abrupt maneuvers, stunts, or the failure to yield.

C. General Operating Requirements.

(1) Compliance with State Law.

Operators of electric bicycles, electric scooters, and micromobility devices shall comply with all applicable provisions of Chapter 316, Florida Statutes, governing bicycles and vehicles unless otherwise specifically exempted by law.

(2) Careless or Reckless Operation Prohibited.

No person shall operate an electric bicycle, electric scooter, or micromobility device in a careless, reckless, negligent, or unsafe manner.

(3) Limitation on the Number of Riders.

No electric bicycle, electric scooter, or micromobility device shall carry more persons than it is designed to accommodate.

(4) Audible Warning.

Operators shall provide an audible warning prior to overtaking or passing pedestrians on a sidewalk, multi-use path, or trail network.

(5) Lighting.

Micromobility devices operating between sunset and sunrise must be equipped with a front white lamp, a red rear light, and rear reflector that complies with the requirements of section 316.2065(7), Florida Statutes.

D. Sidewalk and Shared-Use Path Operation.

(1) Yield to Pedestrians.

Operators using sidewalks, multi-use paths, or trail networks, shall always yield the right-of-way to all pedestrians.

(2) Safe Speed Required.

No micromobility device shall be operated on a sidewalk or shared-use path at a speed greater than is reasonable and prudent under existing conditions and not greater than 10 miles per hour if within 50 feet of a pedestrian.

(3) Maximum Sidewalk Speed.

No person shall operate a micromobility device on a sidewalk or shared-use path at a speed exceeding ten (10) miles per hour.

(4) Congested Areas.

In areas of high pedestrian activity, operators shall reduce speed to avoid endangering pedestrians and shall dismount when necessary for public safety.

(5) Pedestrian Priority.

Pedestrians shall have priority on all sidewalks and shared-use paths. Operators shall maintain control of the device and maintain a safe separation distance from pedestrians.

E. Street and Roadway Operation.

(1) Compliance with Bicycle Rules.

No person shall operate an electric bicycle, electric scooter, or other micromobility device upon a public roadway except in compliance with all laws and regulations applicable to bicycles under Chapter 316, Florida Statutes.

(2) Direction of Travel.

Micromobility devices operated on streets shall travel in the same direction as vehicular traffic.

(3) Traffic Control Devices.

Operators shall obey all traffic control devices, signs, and signals.

(4) Prohibited Streets.

The City Manager or their designee may prohibit or restrict micromobility device operation on designated roadways or corridors when deemed necessary for public safety.

F. Parks and Public Property.

(1) Damage to Grass or Landscaping Prohibited.

No person shall operate a micromobility device in any landscaped area, athletic field, or grass area in a manner that damages or is likely to damage turf, landscaping, irrigation systems, or other public property.

(2) Off-Path Operation Restricted.

Micromobility devices shall remain on designated paved surfaces, trails, or authorized paths within public parks unless otherwise authorized by the City.

(3) Wet or Sensitive Areas.

Operation through muddy, saturated, newly seeded, or environmentally sensitive areas within public parks is prohibited.

(4) Event Restrictions.

The City may temporarily restrict or prohibit micromobility device use within parks or public property during special events, maintenance operations, or emergency conditions.

G. Prohibited Acts.

No person shall:

(1) Stunt Riding.

Operate a micromobility device while performing stunts, tricks, or acrobatic maneuvers upon public streets, sidewalks, parks, parking lots, or other public property.

(2) Wheelies.

Operate a micromobility device while intentionally lifting one or more wheels off the ground for an extended distance or period of time, commonly known as a “wheelie,” in any public area or right-of-way.

(3) Racing.

Engage in racing, speed contests, or exhibition riding upon public property.

(4) Towing.

Attach a micromobility device to any moving motor vehicle except that an electric bicycle may be transported on a motor vehicle on a bicycle rack designed for such purpose.

(5) Obstruction.

Park or leave a micromobility device in a manner that obstructs sidewalks, driveways, ramps, crosswalks, entrances, or accessibility features.

(6) Use While Impaired.

Operate a micromobility device under the influence of alcohol or controlled substances to the extent that normal faculties are impaired.

(7) Operation on Environmentally Sensitive and Private Property.

Operation through muddy, saturated, newly seeded, or environmentally sensitive areas, and signed prohibited areas of private property. Damaging private property by careless or reckless operation.

H. Minors and Safety Equipment.

(1) Helmet Use.

Helmet use shall comply with applicable provisions of Florida law. Helmets are required for all persons under 16 years of age while operating an electric bike, electric scooter or micromobility device.

(2) Parent or Guardian Responsibility.

A parent or legal guardian shall not knowingly permit a minor to violate the provisions of this section.

I. Enforcement.

(1) Enforcement Authority.

The Ocoee Police Department, Code Enforcement Officers, or any authorized enforcement official of the City may enforce the provisions of this section.

(2) Violations.

Violations of this section may be enforced through:

a. Warning notices;

b. Civil citations;

- c. Noncriminal traffic citations when authorized by law;
- d. Impoundment of micromobility devices when authorized by law; and/or
- e. Any other lawful enforcement mechanism available to the City.

(3) Continuing Violations.

Each separate occurrence violating the provisions of this section shall constitute a separate offense.

J. Interpretation and Consistency with State Law.

This section shall be interpreted consistently with applicable provisions of Florida law, including Chapter 316, Florida Statutes. In the event of a direct conflict between this section and state law, state law shall control.

SECTION 2. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 3. CODIFICATION.

It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Ocoee Code of Ordinances, and that the City Clerk is authorized to renumber or re-letter this Ordinance as appropriate to accomplish such intent.

SECTION 4. CONFLICTS.

This ordinance prevails in the event of any conflict with another ordinance or any part thereof.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption as provided by law.

PASSED AND ADOPTED this ____ day of _____, 2026.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**APPROVED BY THE OCOEE CITY
COMMISSION ON _____, 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: _____
Richard S. Geller, City Attorney

City of Ocoee
Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, AMENDING CHAPTER 153 OF THE CITY CODE (" STREETS AND SIDEWALKS ") TO ESTABLISH A NEW ARTICLE V TO REGULATE AND GOVERN THE OPERATION OF ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER MICROMOBILITY DEVICES; PROVIDING DEFINITIONS; ESTABLISHING OPERATIONAL REQUIREMENTS AND RESTRICTIONS; ESTABLISHING SIDEWALK, STREET, PARK, AND PUBLIC PROPERTY REGULATIONS; PROHIBITING RECKLESS OPERATION AND STUNTS; PROVIDING FOR ENFORCEMENT, PENALTIES, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☒

The proposed ordinance is required for compliance with Federal or State law or regulation;

☐

The proposed ordinance relates to the issuance or refinancing of debt;

☐

The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐

The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐

The proposed ordinance is an emergency ordinance;

☐

The ordinance relates to procurement; or

☐

The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Micromobility vehicles (such as e-bikes, e-scooters, and motorized skateboards) have rapidly risen in popularity across Central Florida. A micromobility ordinance will help the City of Ocoee establish a clear legal framework to manage the rapid rise of micromobility devices on its public streets and walkways. By passing local regulations, the city can cap riding speeds, mandate safety gear, address growing safety hazards, clarify enforcement laws, manage public spaces effectively, and reduce the number of severe crashes and trauma related injuries. Furthermore, enacting this ordinance aligns Ocoee with neighboring communities by empowering local law enforcement to regulate micromobility vehicles and enhance public safety.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

This ordinance will give the agency the ability to enforce the city ordinance regulating e-bikes and e-scooters



Meeting Date: June 16, 2026
Item #: 12

Contact Name: Jen Bolling
Contact Number: Ext. 4021

Department Director: Jen Bolling
City Manager: Craig Shadrix

Subject: First Reading of An Ordinance To Create Chapter 105 Master Capital Project and Service Assessment. (Utilities Director Bolling)

Background Summary:

The 2017 Downtown Master Plan identified the lack of central sewer as a major barrier to redevelopment and the Wekiva Basin studies identified septic tanks as a major contributor to nutrient loading in Starke Lake. To meet mandated state nutrient reduction requirements and support downtown redevelopment, the City has extended sewer service through multiple projects over the past several years.

Currently, thirty-nine downtown customers have sewer available but are not yet connected. State law (Section 381.00655(1)(a), Florida Statutes) and the 2016 Wastewater Revenue Bond, requires parcels with available sewer to connect. The recently awarded Florida Department of Environmental Protection, Florida Springs Grant, covers the on-property construction work needed to connect to sewer, but it does not cover the City's required one-time sewer capital fee (\$8,030.00).

To provide flexibility in paying this fee, the Commission approved three payment options on April 7, 2026:

1. Standard cash payment at time of connection
2. Interest free 24 month payment on the utility bill (statutorily required)
3. A 10-year non-ad valorem assessment under the City's home rule authority and Section 197.3632, F.S.

Option 3 requires adoption of new Code provisions establishing the procedures for the special assessment. Although special assessments have historically been created on a project-by-project basis, the proposed ordinance creates a comprehensive and consistent framework for the imposition, administration, and collection of special assessments for services and capital improvements. This ordinance supports the sewer assessment and provides funding flexibility for future infrastructure projects, ensuring fair and reasonable cost apportionment to benefited properties.

Issue:

Should the Honorable Mayor and City Commission approve the proposed ordinance for Master Capital Project and Service Assessment?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the proposed ordinance for Master Capital Project and Service Assessment

Attachments:

1. Ordinance Creating New Chapter 105
2. Business Impact Estimate Form

Financial Impacts:

There is no financial impact to the City of Ocoee.

Type of Item: First Reading Public Hearing

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF OCOEE, FLORIDA; ADOPTING CHAPTER 105 OF THE CITY OF OCOEE CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF OCOEE; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF OCOEE,
FLORIDA:

SECTION 1. ADOPTION OF MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS. The Master Capital Project and Service Assessment Ordinance is hereby adopted as a new Chapter 105 of the City of Ocoee Code of Ordinances, which shall read as follows:

CHAPTER 105. – MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS

ARTICLE I. – IN GENERAL

§ 105-1. - Definitions. As used in this Chapter, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in § 105-28 and §105-47 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by resolution of the Commission pursuant to § 105-4 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to § 105-26 or § 105-45 hereof or an Annual Rate Resolution pursuant to § 105-28 or §105-47 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Capital Assessments are often amortized and collected for a term of years established by the Commission.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Certificate of Occupancy" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the occupancy of any Building within the City. The term "Certificate of Occupancy" shall also include set up or tie down permits for those structures

or Buildings, such as a mobile home, that do not require a Certificate of Occupancy in order to be occupied.

"City" means the City of Ocoee, a municipal corporation of the State of Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee.

"Commission" shall mean the City Commission of the City of Ocoee, Florida.

"Final Assessment Resolution" means the resolution described in § 105-26 and § 105-45 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign nation, the State of Florida or any agency thereof, a County, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in § 105-22 and § 105-41 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of an Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the Commission's sole option, to secure the payment of such Obligations, as specified by the ordinance or resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the resolution described in § 105-28 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement, (B) the Transaction Cost associated with the Obligations which financed the Local Improvement, (C) interest accruing on such Obligations for such period of time as the Commission deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Orange County, Florida.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Service Assessments fund an annual budget and are imposed annually by the Commission.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases,

property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to § 105-60 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Commission by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Orange County, Florida.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem

assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

§ 105-2. - Interpretation. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

§ 105-3. - Findings. It is hereby ascertained, determined, and declared that:

A. Pursuant to Article VIII, section 2, Florida Constitution, Article II of the City of Ocoee City Charter, and sections 166.021 and 166.041, Florida Statutes, the Commission has all powers of local self-government to perform City functions and to render City services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

B. The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

C. The Assessments to be imposed pursuant to this Ordinance are imposed by the Commission, not the Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

D. The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by resolution under the general home rule powers of a City to impose special assessments, and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

§ 105-4. - Creation Of Assessment Areas.

A. The Commission is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

B. Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service, facility, program, or Local Improvements to property within the Assessment Area.

§ 105-5. - Revisions To Assessments. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Commission is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Commission has omitted to include any property on the Assessment Roll which property should have been so included, the Commission may take all necessary steps to impose a new Assessment against any property benefited by the Service Cost, Capital Cost or Project Cost following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the Commission may obtain and impose other Assessments until a valid Assessment is imposed.

§ 105-6. - Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

§ 105-7. - Correction Of Errors And Omissions.

A. No act of error or omission on the part of the Property Appraiser, Tax Collector, City Manager, Commission, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the Commission under the provision of this Ordinance.

B. When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the Commission may, upon provision of appropriate notice as set forth in this Ordinance, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, City, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved, shall be collected as provided in Article IV hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

C. The City Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in § 105-24 and § 105-25 or § 105-43 and § 105-44 hereof, as applicable, providing the date, time and place that the Commission will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by the City Manager and not, the Property Appraiser or Tax Collector.

D. After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

§ 105-8. - Lien Of Assessments. Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for an Assessment shall be deemed perfected upon adoption by the Commission of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an

Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in § 105-60 shall be deemed perfected upon adoption by the Commission of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

§ 105-9. - Authorization For Exemptions and Hardship Assistance.

A. The Commission, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other such property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

B. The Commission, in its sole discretion, shall determine whether to provide a program of hardship assistance to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

C. The Commission shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Commission. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

D. Any shortfall in the expected Assessment proceeds due to any hardship assistance exemption from payment of the Assessments required by law or authorized by the Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Commission is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected tax parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such tax parcel by the Commission.

§ 105-10 – § 105-20 – Reserved.

ARTICLE II. - SERVICE ASSESSMENTS

§105-21. - General Authority.

A. The Commission is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

B. The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

C. All Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

§ 105-22. - Initial Proceedings. The initial proceeding for the imposition of a Service Assessment shall be the Commission's adoption of an Initial Assessment Resolution:

A. describing the property to be located within any proposed Assessment Area;

B. containing a brief and general description of the services, facilities, and programs to be provided;

C. determining the Service Cost to be assessed;

D. describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties;

E. establishing an estimated assessment rate for the upcoming Fiscal Year;

F. establishing a Maximum Assessment Rate, if desired by the Commission;

G. authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and

H. directing the City Manager to (1) prepare the initial Assessment Roll, as required by § 105-23 hereof, (2) publish the notice required by § 105-24 hereof, and (3) mail the notice required by § 105-25 hereof.

§ 105-23. - Service Assessment Roll.

A. The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.
- (3) The amount of the Service Assessment to be imposed against each Assessed Property.

B. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

§ 105-24. - Notice By Publication.

A. Upon completion of the initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Commission on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Commission will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

B. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Service Assessment; (2) a brief and general description of the services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in § 105-26 hereof; (5) the method by which the Service Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

C. In the City's discretion the notice required pursuant to this Section may be provided in the manner authorized in Sections 50.011 and 50.0311, Florida Statutes.

§ 105-25. - Notice By Mail.

A. In addition to the published notice required by § 105-24, the City Manager shall provide notice, or direct the provision of notice, of the proposed Service Assessment by first class mail to the Owner of each parcel of property subject to the Service Assessment.

B. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Service Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Service Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Service Assessment; (6) a statement that failure to pay the Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Commission within 20 days of the notice; and (8) the date, time, and place of the hearing.

C. The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Commission pursuant to this Ordinance.

§ 105-26. - Adoption Of Final Assessment Resolution.

A. At the time named in such notice or to such time as an adjournment or continuance may be taken by the Commission, the Commission shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Commission, adopt the Final Assessment Resolution which shall:

- (1) create any Assessment Area;
- (2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Commission;

(3) establish the Maximum Assessment Rate, if desired by the Commission and set the rate of assessment to be imposed in the upcoming fiscal year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

B. The adoption of the Final Assessment Resolution by the Commission shall constitute a legislative determination that all parcels assessed derive a special benefit from the services, facilities, or programs to be provided or constructed and a legislative determination that the Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

C. All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Service Assessments are imposed or reimposed hereunder.

§ 105-27. - Effect Of Final Assessment Resolution.

A. The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Commission action on the Final Assessment Resolution.

B. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the Commission by resolution shall designate.

§ 105-28. - Annual Adoption Procedures.

A. Annually, during the budget adoption process, the Commission shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the Commission elects to reimpose a Service Assessment, the procedures in this § 105-28 shall be followed.

B. The initial proceedings for the reimposition of an annual Service Assessment shall be the adoption of a Preliminary Rate Resolution by the Commission (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the Commission; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

C. At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Commission, the Commission shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Commission, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Commission deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

D. Nothing herein shall preclude the Commission from providing annual notification to all Owners of Assessed Property in the manner provided in § 105-24 and § 105-25 hereof or any other method as provided by law.

E. The Commission may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by § 105-24 and § 105-25 hereof.

F. In the event (1) the proposed Service Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Commission, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to § 105-24 and § 105-25 hereof, (2) the purpose for which the Service

Assessment is imposed or the use of the revenue from the Service Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-24 and § 105-25 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Service Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-24 and § 105-25 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in § 105-24 and § 105-25 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Commission pursuant to this Ordinance.

G. As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Commission action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

H. The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in § 105-60 hereof is used to collect the Assessments, such other official as the Commission by resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

§ 105-29. - Interim Service Assessments.

A. An interim Service Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

B. No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in § 105-59 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, City, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

§ 105-30 – § 105-39 – Reserved.

ARTICLE III. - CAPITAL ASSESSMENTS

§ 105-40. - General Authority.

A. The Commission is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements.

B. The Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement. Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

C. All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article III.

§ 105-41. - Initial Proceedings. The initial proceeding for the imposition of a Capital Assessment shall be the Commission's adoption of an Initial Assessment Resolution:

A. describing the property to be located within the proposed Assessment Area;

B. containing a brief and general description of the Local Improvements to be provided;

C. determining the Capital Cost or Project Cost to be assessed for Local Improvements;

D. describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties;

E. establishing an estimated assessment rate for the upcoming Fiscal Year;

F. describe the provisions, if any, for acceleration and prepayment of the Capital Assessment;

G. describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision;

H. establishing a Maximum Assessment Rate, if desired by the Commission;

I. authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (I) directing the City Manager to (1) prepare the initial Assessment Roll, as required by § 105-42 hereof, (2) publish the notice required by § 105-43 hereof, and (3) mail the notice required by § 105-44 hereof.

§ 105-42. - Capital Assessment Roll.

A. The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

- (1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
- (2) The name of the Owner of the Assessed Property.
- (3) The number of Assessment Units attributable to each parcel.
- (4) The amount of the Capital Assessment to be imposed against each Assessed Property.

B. Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

§ 105-43. - Notice By Publication.

A. Upon completion of the initial Assessment Roll, the City Manager shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Commission on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Commission will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

B. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Capital Assessment; (2) a brief and general description of the Local Improvement and related services to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in § 105-45 hereof; (5) the method by which the Capital Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Manager and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Manager.

§ 105-44. - Notice By Mail.

A. In addition to the published notice required by § 105-43, the City Manager shall provide notice, or direct the provision of notice, of the proposed Capital Assessment by first class mail to the Owner of each parcel of property subject to the Capital Assessment.

B. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Capital Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Capital Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Capital Assessment; (6) a statement that failure to pay the Capital Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Commission within 20 days of the notice; and (8) the date, time, and place of the hearing.

C. The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Manager may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Commission pursuant to this Ordinance.

§ 105-45. - Adoption Of Final Assessment Resolution.

A. At the time named in such notice or to such time as an adjournment or continuance may be taken by the Commission, the Commission shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Commission, adopt the Final Assessment Resolution which shall:

- (1) create any Assessment Area;
- (2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Commission;
- (3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal Year;
- (4) approve the initial Assessment Roll, with such amendments as it deems just and right; and
- (5) determine the method of collection.

B. The adoption of the Final Assessment Resolution by the Commission shall constitute a legislative determination that all parcels

assessed derive a special benefit from the Local Improvement to be provided or constructed and a legislative determination that the Capital Assessment are fairly and reasonably apportioned among the properties that receive the special benefit.

C. All written objections to the Final Assessment Resolution shall be filed with the City Manager at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

§ 105-46. - Effect Of Final Assessment Resolution.

A. The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Commission action on the Final Assessment Resolution.

B. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Commission by resolution shall designate.

§ 105-47. - Annual Adoption Procedures.

A. During its budget adoption process and prior to September 15 of each year, the Commission shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll shall be prepared in accordance with the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

B. In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed

Property pursuant to § 105-43 and § 105-44 hereof, (2) the purpose for which the Capital Assessment is imposed or the use of the revenue from the Capital Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-43 and § 105-44 hereof; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to § 105-43 and § 105-44 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by first class mail to the Owner of such Assessed Property. Such supplemental notice shall substantially conform with the notice requirements set forth in § 105-43 and §105-44 hereof and inform the Owner of the date and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Commission pursuant to this Ordinance.

C. As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Commission action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

D. The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Commission by resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the Commission, an adjustment shall be made on the Assessment Roll.

§ 105-48 – § 105-58 – Reserved.

ARTICLE IV. - COLLECTION AND USE OF ASSESSMENTS

§ 105-59. - Method Of Collection.

A. Unless otherwise directed by the Commission, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

B. The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act, (2) notice is provided to the Owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

§ 105-60. - Alternative Method Of Collection. In lieu of using the Uniform Assessment Collection Act, the Commission may elect to collect Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

A. The Commission shall provide Assessment bills by first class mail to the Owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, City, district or municipal taxes and other non-ad valorem assessments.

B. A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

C. The Commission shall have the right to foreclose and collect all delinquent Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings.

D. An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Commission or its agent shall notify any property owner who is delinquent in payment of his or her Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Commission or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

E. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The Commission or its agent may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Commission and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the Commission as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

F. In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

G. Notwithstanding the Commission's use of an alternative method of collection, the City Manager shall have the same power and authority to correct errors and omissions as provided to him or other City officials in § 105-7 hereof.

H. Any Commission action required in the collection of Assessments may be by resolution.

I. As an alternative to the foregoing, an Assessment may be collected on the bill for any utility service provided to such property. The Commission may contract for such billing services with any utility not owned by the City.

§ 105-61. - Government Property. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or pursuant to the method provided in this Section:

A. The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

B. Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

C. An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

D. All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

E. As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The Commission may contract for such billing services with any utility not owned by the City.

§ 105-62 – § 105-69 – Reserved.

ARTICLE V. - ISSUANCE OF OBLIGATIONS

§ 105-70 - General Authority.

A. Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the Commission shall have the power and is hereby authorized to provide by resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

B. If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the Commission, the City may agree, by resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The Commission may also provide, by resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

§ 105-71. Terms Of The Obligations. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by resolution of the Commission, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the Commission. Said Obligations shall mature not later than 40 years after their issuance. The Commission shall determine by resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the Commission shall determine by resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the Commission may determine by resolution to be for the best interests of the City.

§ 105-72. Variable Rate Obligations. At the option of the Commission, Obligations may bear interest at a variable rate.

§ 105-73. Temporary Obligations. Prior to the preparation of definitive Obligations of any series, the Commission may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Commission may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

§ 105-74. Anticipation Notes. In anticipation of the sale of Obligations, the Commission may, by resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the Commission deems appropriate by resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Commission may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

§ 105-75. Taxing Power Not Pledged. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

§ 105-76. Trust Funds. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the

holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

§ 105-77. Remedies Of Holders. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the City.

§ 105-78. Refunding Obligations. The City may, by resolution of the Commission, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to § 105-44 hereof, the Commission shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article III of this Chapter.

SECTION 2. APPLICABILITY. This Ordinance and the Commission's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 3. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Commission from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or

additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

(C) Nothing herein shall preclude the Commission from directing and authorizing the imposition of special assessments pursuant to an alternative means authorized in the City of Ocoee Code of Ordinances or any other method authorized by law.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. It is the intention of the Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City of Ocoee Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of July, 2026.

ATTEST:

APPROVED:
CITY OF OCOEE, FLORIDA

Melanie Sibbitt, MMC, City Clerk

Rusty Johnson, Mayor

(SEAL)

**APPROVED BY CITY OF OCOEE
COMMISSION ON _____, 2026
UNDER AGENDA ITEM NO. _____**

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY**

on this _____ day of _____, 2026.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney



City of Ocoee

Business Impact Estimate

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF OCOEE, FLORIDA; ADOPTING CHAPTER 105 OF THE CITY OF OCOEE CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF OCOEE; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance adopts a Master Capital Project and Service Assessment ordinance, containing the provisions noted above. It provides necessary definitions and procedures for the imposition of both capital special assessments to fund necessary local improvements and service special assessments to fund the provision of essential public services. It also provides for collection for these assessments and authorizes the issuance of obligations secured by assessment proceeds if desired by the City in the future. The ordinance is adopted pursuant to the City's home rule authority and its procedures are in conformance with Section 197.3632, Florida Statutes. The primary purpose of this ordinance is to authorize the imposition of special assessments in accordance with Florida law in furtherance of the public purpose of protecting the public health, safety, and welfare.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Ocoee, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;
Not quantifiable at this time. The ordinance authorizes, but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Commission in conformance with the procedures included in this ordinance.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

Not quantifiable at this time. The ordinance authorizes, but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Commission in conformance with the procedures included in this ordinance.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Not quantifiable at this time. The ordinance authorizes, but does not require the imposition of special assessments. Any special assessments would have to be imposed by future resolutions adopted by the City Commission in conformance with the procedures included in this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses owning real property within the City would potentially be subject to the levy of a special assessment on their real property pursuant to the procedures included in this ordinance; however, any special assessments would have to be imposed by future resolutions adopted by the City Commission.

4. Additional information the governing body deems useful (if any):

None



Meeting Date: June 16, 2026
Item #: 13

Contact Name:
Contact Number:

Department Director: Stephen Krug
City Manager: Craig Shadrix

Subject: Discussion and Direction on Ocoee Solid Waste Franchise. (Public Works Director Krüg)

Background Summary:

The City entered into a seven (7) year Solid Waste Franchise contract that includes both commercial and residential services in 2020 with Waste Connections. The current Franchise period expires on April 6, 2027. The Franchise includes an optional three (3) year extension and requires Waste Connections to notify the City by July 1, 2026, of their intent to extend the contract. Waste Connections has notified the City they are not willing to extend the contract at the current rates which were established before the pandemic. Waste Connections has offered updated pricing to maintain the current service levels which are in line or below Central Florida market costs. Based on recent rate studies and bids in the immediate region, negotiating with Waste Connections on the offered pricing would avoid the increased costs of a new bid. In addition to determining if the City pursues negotiated or bid pricing, the subject of continuing curbside collection of recycling will need to be addressed.

Public Works Director Krug will present a summary of regional solid waste costs and review the proposed fees offered by Waste Connections. The City's current annual Non-ad-valorem residential fee is \$344.42. Maintaining current service levels would require an \$18.00 increase to \$362.42 annually. Removing curbside recycling would allow the City to maintain the current \$344.42 fee with an annual Consumer Price Index increase.

Issue:

Should the Honorable Mayor and City Commission; 1) negotiate updated pricing on the Solid Waste Franchise, and 2) continue residential curbside recycling collection?

Recommendations:

Staff recommends the Honorable Mayor and City Commission provide direction for the City Manager and Staff to negotiate pricing and contract extension with the current Solid Waste Franchisee and provide direction on curbside recycling.

Attachments:

1. Waste Connections June 1, 2026 Solid Waste Franchise

Financial Impacts:

Financial impact will be determined following Commission direction.

Type of Item: Regular



WASTE CONNECTIONS, INC.
Connect with the Future™

June 1, 2026

Stephen Krug
Public Works Director
City of Ocoee
301 Maguire Road
Ocoee, FL 34761

RE: Exclusive Franchise Agreement – Solid Waste and Recycling Services

Dear Mr. Krug,

Waste Connections of Florida, Inc. has valued the opportunity to serve the residents and businesses of the City of Ocoee and appreciates the partnership established under the current Exclusive Franchise Agreement.

After careful review, we are writing to formally notify the City that Waste Connections does not intend to exercise an extension of the current agreement beyond its initial seven (7) year term, which expires on April 6, 2027.

Since the inception of this agreement, evolving market conditions, including sustained increases in labor, fuel, and recycling processing costs have significantly impacted the ability to maintain the required service levels under the existing contractual framework beyond the original term.

That said, Waste Connections remains committed to Ocoee and is open to discussing potential modifications to the terms and structure of the agreement that would better align with current market realities while continuing to deliver high-quality, reliable service to the community.

We would welcome the opportunity to meet with you and your team to review these considerations and explore a path forward that is mutually beneficial.

Thank you for your time and consideration.

Sincerely,

David Dion
Account Manager



Meeting Date: June 16, 2026
Item #: 14

Contact Name: Michael Rumer
Contact Number: Ext. 6434

Department Director:
City Manager: Craig Shadrix

Subject: Adoption of the Amended and Restated Initial Assessment Resolution for the FY 26-27 Fire Protection Assessments. (Assistant City Manager Rumer)

Background Summary:

On May 19, 2026, the City Commission was given a presentation on the Fire Service Assessment Fee Program, which was approved for just FY 26 with the option of selecting one of two new methodologies (Historical & Demand-Availability) and staff suggested an initial rate to cover approximately 40% of the Fire Departments Assessable budget. The City Commission voted 4-0 to authorize staff to update the City's Existing Fire Services Special Assessment Program from the Fire Protection Unit methodology to the Demand and Availability methodology and to set June 16, 2026, as the hearing date to adopt the initial assessment resolution.

Since that meeting date, the Florida Legislature has passed sweeping property tax reform legislation, and Florida voters are now scheduled to consider a proposed property tax overhaul this November. If approved, the measure would significantly expand homestead exemptions statewide, increasing the exemption to \$150,000 in 2027 and to \$250,000 in 2028. Based on projections provided by the Orange County Property Appraiser's Office, the City of Ocoee anticipates a reduction in ad valorem tax revenue of approximately \$4.15 million in Fiscal Year 2027 as a result of the initial \$150,000 homestead exemption. In Fiscal Year 2028, when the exemption increases to \$250,000, the projected revenue loss nearly doubles to approximately \$8.5 million. In anticipation of these potential revenue reductions, City staff has evaluated available strategies to address the resulting General Fund funding gap while continuing to meet rising public safety costs, with particular attention to maintaining fire protection services.

City staff, in coordination with the City's fire assessment consultant, Anser Advisory, has evaluated multiple funding scenarios under the Demand-Availability Methodology Fire Assessment Program approved by the City Commission on May 19, 2026. Under the current assessment structure, the City may establish a maximum assessable funding level, within which annual assessment rates may be adjusted through the annual TRIM notice process.

Staff recommends that the City Commission formally adopt a maximum funding level equal to 70% of the five-year average assessable Fire Budget, which would authorize a maximum net revenue collection of approximately \$13,139,397. Establishing this maximum funding level now will provide the Commission with flexibility to incrementally adjust annual assessment rates in response to the phased implementation of the proposed homestead exemption while avoiding the need to undertake a full assessment rate adoption process each fiscal year.

Proposed Fiscal Year 2027 Funding Level

In FY 2027, only the initial \$150,000 additional homestead exemption is anticipated to be in effect, resulting in a projected ad valorem revenue reduction of approximately \$4,151,856. Staff intends to recommend at the August 18, 2026, Rate Resolution Adoption public hearing that the City Commission adopt a FY 2027 Fire Service Assessment rate based on a 45% funding level. This funding level would generate approximately \$4,561,637 in additional net assessment revenue, effectively offsetting the projected first-year revenue loss. At this funding level, the residential assessment rate would be approximately \$383.90 per dwelling unit, representing a measured and proportional adjustment for Ocoee residents and businesses while helping maintain current fire protection service levels.

Proposed Fiscal Year 2028 Funding Level

In FY 2028, the homestead exemption is anticipated to increase to \$250,000, resulting in a projected ad valorem revenue reduction of approximately \$8.5 million. At a City Commission meeting in 2027, staff would recommend increasing the Fire Service Assessment rate to the 67% funding level, which is projected to generate approximately \$8,989,891 in additional net assessment revenue—sufficient to offset the increased revenue shortfall. At this funding level, total net assessment revenue would be approximately \$12,575,005, and the residential assessment rate would be approximately \$571.57 per dwelling unit.

Because the 67% funding level falls within the previously adopted 70% maximum funding ceiling, the annual assessment rate may be adjusted through the TRIM notice process without requiring a new maximum rate adoption. This approach would provide the City with flexibility to respond efficiently to the ongoing fiscal impacts of the proposed homestead exemption while maintaining a predictable funding mechanism for fire protection services.

For comparison purposes, the current Unincorporated Orange County Fire Rescue Municipal Service Taxing Unit (MSTU) millage rate of 2.84 mills would generate approximately \$14,714,082 in revenue if applied to taxable property within the City of Ocoee.

A presentation regarding Fire Department costs, service demands, and available funding mechanisms will be provided to the City Commission.

Issue:

Should the Honorable Mayor and City Commission Adopt the Amended and Restated Initial Assessment Resolution for the FY 26-27 Fire Protection Assessments and set a August 18, 2026, public hearing date to adopt the final assessment resolution?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission adopt the Amended and Restated Initial Assessment Resolution for the FY 2026-27 Fire Protection Assessments, establishing a maximum Fire Service Assessment funding level equal to 70% of the five-year average assessable Fire Budget, and schedule a public hearing on August 18, 2026, for adoption of the Final Assessment Resolution.

Attachments:

1. Amended and Restated Initial Assessment Resolution
2. Draft Ocoee Demand-Availability Report-6-3-26

Financial Impacts:

Costs to mail certified letter is covered under Answers Scope of Work.

Type of Item: Regular

CITY OF OCOEE, FLORIDA

**AMENDED AND RESTATED
INITIAL ASSESSMENT RESOLUTION**

ADOPTED JUNE 16, 2026

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RESOLUTION NO. 2026-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA, RELATING TO THE PROVISION OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS THROUGHOUT THE CITY OF OCOEE; PROVIDING AUTHORITY, PURPOSE AND DEFINITIONS; PROVIDING FOR THE PROVISION AND FUNDING OF FIRE PROTECTION SERVICES; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION ASSESSMENTS; PROVIDING CERTAIN LEGISLATIVE FINDINGS; DESCRIBING THE METHOD OF ASSESSING FIRE PROTECTION ASSESSED COST AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY OF OCOEE, FLORIDA; DETERMINING THE FIRE PROTECTION ASSESSED COST AND INITIAL FIRE PROTECTION ASSESSMENT RATES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026 AND MAXIMUM RATES FOR FUTURE FISCAL YEARS; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A VACANCY ADJUSTMENT FOR MOBILE HOME PARK AND RECREATIONAL VEHICLE PARK PROPERTY; AUTHORIZING COLLECTION PURSUANT TO THE UNIFORM ASSESSMENT COLLECTION ACT; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Protection Assessment Ordinance (Ordinance No. 2013-010), as amended and codified in Chapter 77 of the City of Ocoee Codes of Ordinances (the "Ordinance"); the City of Ocoee Home Rule Charter; Article VIII, Section 2 of the Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This Resolution constitutes the Amended and Restated Initial Assessment Resolution as defined in Section 77-1 of the Ordinance.

(B) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise. Words imparting the singular number, include the plural number, and vice versa.

(C) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessment Study" means that certain report entitled "City of Ocoee, Florida Fire Assessment Memorandum," dated May 2026, prepared by Accenture Infrastructure and Capital Projects, LLC, which is attached hereto as Appendix G and incorporated herein by reference.

"Availability Component" means the portion of the Fire Protection Assessed Cost that represents the City's costs related to the City fire department's availability to respond to fire calls for service, as calculated in accordance with Section 6 hereof.

"Building Area" means the area of a Building expressed in square feet and reflected on the Tax Roll or, in the event such information is not reflected or determined not to be accurately reflected on the Tax Roll, that area determined by the City.

Demand-Availability

"Code Descriptions" mean the descriptions listed in the Fixed Property Use Codes, the DOR Codes, the Situation Found Codes, and the Improvement Codes.

"Commercial Property" means those Tax Parcels with a Code Description designated as "Commercial" in the Improvement Codes, including those Tax Parcels that meet the definition of "Recreational Vehicle Park" herein, and those Tax Parcels determined to have a commercial use by the City.

"Cost Apportionment" means the apportionment of the Fire Protection Assessed Cost among all Property Use Categories according to the Demand Component and Availability Component established pursuant to the apportionment methodology described in Section 6 hereof.

"Demand Component" means the portion of the Fire Protection Assessed Cost that represents the City's costs related to the City fire department's responses to fire protection incidents, response preparation, and mandatory training, testing and reporting, as calculated in accordance with Section 6 hereof.

"Demand Percentage" means the percentage of demand for fire protection services, facilities, and programs attributable to each Property Use Category determined by analyzing the historical demand for fire protection services as reflected in the Fire Protection Incident Reports in the State Database under the methodology described in Section 6 hereof.

"DOR Code" means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to Tax Parcels within the City as specified in Appendix B attached hereto and incorporated herein by reference.

Demand-Availability

"Dwelling Unit" means (1) a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only or (2) the use of land in which a lot or space is offered for rent or lease for the placement of a mobile home.

"EDU" means **"equivalent dwelling unit,"** the standard unit used to express the Availability Component for each parcel of property.

"EDU Value" means the square footage for the average size single family residence within the City, which is 2,423 square feet. The EDU value of 2,423 square feet shall be used to calculate the number of EDUs attributable to each Tax Parcel of Residential Property and Non-Residential Property.

"Emergency Medical Services" means those services recorded in the Incident Reports that assign a code of 300, 311, 320, 321, 322, 323, 381, or 554 in the Situation Founds Codes.

"Emergency Medical Services Cost" means the amount, other than first response medical rescue services, determined by the City Commission to be associated with Emergency Medical Services.

"Estimated Fire Protection Assessment Rate Schedule" means that rate schedule specifying the Fire Protection Assessed Cost and the estimated Fire Protection Assessments established in Section 8 of this Amended and Restated Initial Assessment Resolution.

"FFIRS" means the Florida Fire Incident Reporting System developed by the Florida State Fire Marshal.

"Fire Protection Incident Reports" means those Incident Reports that do not

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record Emergency Medical Services.

"Fixed Property Use Codes" means the property use codes used by FFIRS as specified in Appendix C attached hereto and incorporated herein by reference.

"Improvement Codes" mean the building improvement codes assigned by the Property Appraiser to Tax Parcels within the City as specified in Appendix D attached hereto and incorporated herein by reference.

"Incident Report" means an individual report filed with the Florida State Fire Marshal under FFIRS.

"Industrial/Warehouse Property" means those Tax Parcels with a Code Description designated as "Industrial/Warehouse" in the Improvement Codes and those Tax Parcels determined to have an industrial/warehouse use by the City.

"Institutional Property" means those Tax Parcels with a Code Description designated as "Institutional" in the Improvement Codes and those Tax Parcels determined to have an institutional use by the City.

"Mixed Use Property" means a Tax Parcel that contains Buildings whose use descriptions are capable of assignment under a Code Description in the Improvement Codes in more than one Property Use Category.

"Mobile Home Park Property" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more mobile homes; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "mobile home park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

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"Non-Residential Property" means collectively those Tax Parcels with a Code Description designated as "Commercial," "Institutional," and "Industrial/Warehouse."

"Parcel Apportionment" means the further apportionment of the Fire Protection Assessed Cost allocated to each Property Use Category by the Cost Apportionment among the Tax Parcels under the methodology established in Section 7 hereof.

"Property Use Categories" means, collectively, Residential Property, Commercial Property, Institutional Property, and Industrial/Warehouse Property.

"Recreational Vehicle Park" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "recreational vehicle park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

"Residential Property" means those Tax Parcels with a Code Description designated as "Residential" in the Improvement Codes and those Tax Parcels determined to have residential use by the City, but excluding those Tax Parcels that meet the definition of Recreational Vehicle Park.

"Situation Found Codes" means the series of basic phrases with code numbers assigned for each Incident Report in FFIRS to identify the type of incident response as specified in in Appendix A attached hereto and incorporated herein by reference.

"State Database" means the incident data specific to the City derived from the FFIRS Incident Reports maintained by the Florida State Fire Marshal.

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"Tax Parcel" means a parcel of property located within the City to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Time in Service" means the total amount of personnel-hours expended on historic fire calls as determined by an examination of each Fire Protection Incident Report for incident response times, an average amount of time for processing reports, and required number of person-hours for training and aggregated by Property Use Category.

SECTION 3. PROVISION AND FUNDING OF FIRE PROTECTION SERVICES.

(A) Upon the imposition of a Fire Protection Assessment for fire protection services, facilities, and programs against Assessed Property located within the City, the City shall provide fire protection services to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities, and programs shall be funded from proceeds of the Fire Protection Assessments. The remaining cost, if any, required to provide fire protection services, facilities, and programs shall be funded by available revenues other than Fire Protection Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will benefit from the City's provision of fire protection services, facilities, and programs in an amount not less than the Fire Protection Assessment imposed against such parcel, computed in the manner set forth in this Amended and Restated Initial Assessment Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE PROTECTION RESCUE ASSESSMENTS. Unless exempted as provided herein or pursuant to state law, Fire Protection Assessments shall be imposed against all Tax Parcels within the Property

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Use Categories within the City. Fire Protection Assessments shall be computed in the manner set forth in this Amended and Restated Initial Assessment Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. It is hereby ascertained and declared that the provision of fire protection services, facilities, and programs funded by the Fire Protection Assessed Cost provide a special benefit to the Assessed Property based upon the following legislative determinations and based upon the Assessment Study.

GENERAL

(A) Upon the adoption of this Amended and Restated Initial Assessment Resolution determining the Fire Protection Assessed Cost and identifying the Assessed Property to be included in the Assessment Roll, the legislative findings ascertained and declared in Sections 77-3 and 77-4 of the Ordinance are hereby ratified and confirmed.

(B) The City's professional and comprehensive fire protection services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (1) protecting the value and integrity of the improvements and structures through the provision of available fire protection services; (2) protecting the life and safety of intended occupants in the use and enjoyment of property; (3) preserving or lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection program within the City; (4) containing the spread of fire incidents occurring on land with the potential to spread and endanger property, and property features, and (5) preserving and enhancing the value and marketability of property.

(C) The availability and provision of comprehensive fire protection services enhance and strengthen the relationship of such services to the use and enjoyment of the

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parcels of property, the market perception of the area and, ultimately, the property and rental values within the City.

(D) It is fair and reasonable to use the Improvement Codes and the DOR Codes in the apportionment methodology because: (1) the Tax Roll database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and Building Area for improved property within the City, and (2) the Tax Roll database employing the use of such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll. This compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Collection Act.

(E) The data available in the Improvement Codes is more useful and accurate to determine use and Building Area than relying exclusively upon the data maintained in the DOR Codes because: (1) the data maintained in the Improvement Codes reveals the existence of a Building with a different use than the use described on the DOR Code; (2) the Improvement Codes represent records maintained by the Property Appraiser with the most information relative to Building Area regardless of property use; and (3) the City conducted field work to ascertain Building use and Building Area when sufficient information was not available.

(F) As a result of the urbanized character of the City, the suppression and containment of fire on land and other unimproved property primarily benefits Buildings on adjacent improved properties by the containment of the spread of fire rather than the preservation of the unimproved property. Additionally, the potential need for the City's fire protection resources is generated primarily by improved properties and the level of services

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required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services provided to land and other unimproved property would be required notwithstanding the occurrence of any incidents from such property uses. Therefore, it is fair, rational, and reasonable not to apportion any of the Fire Protection Assessed Cost to land and other unimproved property.

COST APPORTIONMENT

(G) Apportioning the Fire Protection Assessed Cost among classifications of property based upon both historical demand for fire protection services and available personnel-hours for fire call responses is a fair and reasonable method of Cost Apportionment because it acknowledges that the Fire Protection Assessed Cost includes those costs required to have the fire protection services and facilities ready and available to respond to fire calls and those costs incurred during actual fire protection responses.

(H) Apportioning the Fire Protection Assessed Cost between the City fire protection department's time spent in response to fire protection calls, response preparation, and mandatory training, testing, and reporting -- the Demand Component -- and time available to respond to fire incidents -- the Availability Component -- is fair and reasonable and proportional to the special benefit received.

(I) It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the Fire Protection Assessed Cost amounts determined to constitute the Emergency Medical Services Cost.

PARCEL APPORTIONMENT

Demand Component

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(J) Apportioning the percentage of the Fire Protection Assessed Cost relating to the Demand Component among classifications of property based upon historical demand for fire protection services, but not Emergency Medical Services, is fair and reasonable and proportional to the special benefit received because it reflects the property uses' potential fire risk based upon Building use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the City's standards and practices.

(K) The Fire Protection Incident Reports are the most reliable data available to determine the potential demand for fire protection services from property use and to determine the benefit to property use resulting from the demand for fire protection services to protect and serve Buildings located within Assessed Property and their intended occupants, as reflected by the Time in Service. There exist sufficient Fire Protection Incident Reports that document the historical demand for fire protection services from Assessed Property within the Property Use Categories. The Demand Percentage that has been determined for each Property Use Category by an examination of such Fire Protection Incident Reports and the Time in Service is consistent with the experience of the City. Therefore, the use of Demand Percentages that were determined by an examination of Fire Protection Incident Reports and the Time in Service is a fair and reasonable method to apportion the Fire Protection Assessed Cost among the Property Use Categories.

(L) The level of services required to meet anticipated demand for fire protection services provided to non-specific property uses and the corresponding annual fire protection budget required to fund fire protection services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-

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specific property uses. Therefore, it is fair and reasonable to omit from the Demand Percentage calculation the Fire Protection Incident Reports documenting fire protection services provided to non-specific property uses.

Residential Parcel Apportionment—Demand Component

(M) Apportioning the percentage of the Fire Protection Assessed Cost relating to the Demand Component for fire services attributable to Residential Property on a per Dwelling Unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of Parcel Apportionment based upon historical call data.

(N) Neither the size nor the value of the Residential Property determines the scope of the required fire protection response. The potential demand for fire protection services is driven by the existence of a Dwelling Unit and the anticipated average occupant population.

(O) The historical demand for fire protection services for multi-family and single family Residential Property is substantially similar and any difference in the percentage of documented fire protection calls to such specific property uses is statistically insignificant.

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Non-Residential Parcel Apportionment—Demand Component

(P) The assessment of Non-Residential Property by actual square footage is fair and reasonable for the purpose of Parcel Apportionment for the Demand Component because the demand for fire protection service, fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment is determined and measured by the square footage of structures and improvements within benefited parcels.

(Q) The greater the Building Area, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that Building's size. Therefore, it is fair and reasonable to use Building Area as a proxy for determining the Tax Parcel's Demand Component.

(R) Section 166.223, Florida Statutes, mandates that the City treat Recreational Vehicle Park Property as Commercial Property for special assessments levied by the City and provides that the City may not assign square footage to each space within Recreational Vehicle Park property that exceeds the maximum square footage of a recreational vehicle-type unit pursuant to Section 320.01(1)(b), Florida Statutes. Accordingly, it is fair and reasonable to treat each space within Recreational Vehicle Park property as a Building of Commercial Property and assign the square footage of 400 square feet pursuant to Section 166.223, Florida Statutes.

(S) In accordance with available data, the City has determined that the average mobile home has a minimum Building Area of 720 square feet. Given that the actual Building Area for all mobile homes within Recreational Vehicle Park property within the City is not available and that the cost of measuring or verifying the Building Area for each individual mobile home would greatly exceed any benefit to be derived from individual

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measurement and verification, it is fair and reasonable to assign each mobile home within Recreational Vehicle Park property either the actual Building Area, if known, or an assumed Building Area of 720 square feet.

Availability Component

(T) Apportioning the percentage of the Fire Protection Assessed Cost relating to the Availability Component based upon the City fire protection department's personnel-hours available to respond to fire calls within the City is fair and reasonable and proportional to the special benefit received by the Assessed Property.

(U) The potential demand for fire protection services availability is generated by the total quantity of improved property within the City. Therefore it is fair and reasonable to apportion the Fire Protection Assessed Cost for the Availability Component based on the EDUs associated with Buildings within the Assessed Property, but not accessory or extra feature buildings.

(V) The City's staffing and initial incident response to residential fire calls is the same for multi-family and single family Residential Property and is not dictated by the size of the structure, but rather by the presence of a Dwelling Unit, therefore it is fair and reasonable to apportion the Availability Component to all Residential Property uniformly without distinction as to the type of Dwelling Unit or size of the Dwelling Unit, by assigning 1 EDU to each Dwelling Unit.

(W) The City's staffing and initial incident response to Non-Residential Property fire calls varies according to the size of the Building, therefore, it is fair and reasonable to apportion the Availability Component to Non-Residential Properties on the basis of the size of the Buildings located on the Tax Parcel, as represented by EDUs.

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(X) It is fair and reasonable to allocate the Availability Component to Non-Residential Properties based on the number of Equivalent Dwelling Units or EDUs of Building Area on the parcel because such allocation provides a reasonable estimation of the costs of the availability of fire protection staff, services, facilities, and programs for such structures.

EXEMPTIONS AND PROGRAMS

(Y) As a consequence of the transient use and potential extraordinary vacancies within Mobile Home Park property compared to other Residential Property and Recreational Vehicle Park property compared to other Commercial Property and the lack of demand for fire protection services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment for Mobile Home Park property and Recreational Vehicle Park property.

(Z) Government Property provides facilities and uses to the community, local constituents, and the public in general that serves a legitimate public purpose and provides a public benefit. Therefore, it is fair and reasonable not to impose Fire Protection Assessments upon such parcels of Government Property.

(AA) Government Property owned by federal government mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead held by these federal government mortgage entities in a proprietary capacity. Accordingly, these foreclosed properties shall not be considered Government Property for purposes of the Fire Protection Assessments and shall not be afforded an exemption from the Fire Protection Assessment that is granted to other Government Property.

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(BB) Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law provides facilities and uses to the ownership, occupants, and membership as well as the public in general that otherwise might be requested or required to be provided by the City and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Protection Assessments upon Buildings located upon such parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(CC) In accordance with Section 170.01(4), Florida Statutes, the City is required to exempt the following from the Fire Protection Assessment: (i) Buildings of Non-Residential Property with a just value of \$10,000 or less that are located on lands classified as agricultural lands pursuant to Section 193.461, Florida Statutes; and (ii) any Pole Barns located on lands classified as agricultural lands pursuant to Section 193.461, Florida Statutes. Accordingly, it is fair and reasonable to comply with the law and not to impose Fire Protection Assessments upon such Buildings.

SECTION 6. COST APPORTIONMENT METHODOLOGY.

(A) Based upon the City's analysis of staffing and Fire Protection Incident Report responses, the Fire Protection Assessed Cost was allocated between the Demand Component and Availability Component on the basis of typical fire protection department personnel-hours spent in preparation, mandatory training, testing, report preparation, and response to calls for fire protection services compared to personnel-hours available to respond to potential fire protection incidents.

(B) Based upon such analysis:

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(1) Calls for fire protection services, response preparation, and mandatory training, testing, and reporting constitute approximately 25.72% of the City fire protection department's personnel-hours per year. Therefore, 25.72% of the Fire Protection Assessed Cost shall be allocated to the Demand Component of the Fire Protection Assessment.

(2) The remaining 74.28% of the fire protection department's personnel-hours per year are allocated to standby time for potential responses to fire protection incidents. Therefore, 74.28% of the Fire Protection Assessed Cost shall be allocated to the Availability Component of the Fire Protection Assessment.

(C) The Fire Protection Assessed Cost allocated to the Demand Component was then further allocated among the Property Use Categories based upon historical Fire Protection Incident Reports, as follows:

(1) Utilizing the data from the Fire Protection Incident Reports related to the type of calls, the physical location of each call with field verification if needed, and the Time in Service, the City assigned fire protection incidents to specific properties within the City by correlating the Code Descriptions in the Fixed Property Use Codes to the Improvement Code and DOR Codes.

(2) Based upon such assignment of Fire Protection Incident Reports to the Property Use Categories, the total Time in Service within a sampling period were determined for each Property Use Category. A Demand Percentage was then determined for each Property Use Category by calculating the percentage that the Time in Service allocated to each Property Use Category, bear to the total number

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of Time in Service documented for all Property Use Categories within the sampling period.

(3) The Demand Percentage for each Property Use Category was then applied to the Fire Protection Assessed Cost allocated to the Demand Component and the resulting product is the cost allocation to each individual Property Use Category of the Fire Protection Assessed Cost relating to the Demand Component.

SECTION 7. PARCEL APPORTIONMENT METHODOLOGY.

(A) The apportionment of the Fire Protection Assessed Cost allocated to the Demand Component and the Availability Component in Section 6 above shall be consistent with the Parcel Apportionment methodology described and determined in this Section 7.

(B) It is hereby directed that the Parcel Apportionment methodology provided in this Section 7 is to be applied in the calculation of the estimated Fire Protection Assessment rates established in Section 8 of this Amended and Restated Initial Assessment Resolution.

(C) The Fire Protection Assessment will be computed for each Tax Parcel within the City by adding: (1) the Demand Component for the Tax Parcel and (2) the Availability Component for the Tax Parcel, as determined herein.

(D) **Demand Component.** The Fire Protection Assessed Cost allocated to the Demand Component shall be apportioned among the Tax Parcels within each Property Use Category and to Tax Parcels of Mixed Use Property as follows:

(1) **Residential Property.** The Demand Component of the Fire Protection Assessment for each Tax Parcel of Residential Property shall be computed by multiplying the Demand Percentage attributable to Residential Property by the Demand Component

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portion of the Fire Protection Assessed Cost, dividing such product by the total number of Dwelling Units shown on the Tax Roll within the City, and then multiplying such quotient by the number of Dwelling Units located on such Tax Parcel.

(2) Non-Residential Property. The Demand Component of the Fire Protection Assessments for each Building of Non-Residential Property, except Recreational Vehicle Park Property, shall be computed as follows:

(a) Multiply the Fire Protection Assessed Cost for the Demand Component by the Demand Percentage attributable to each of the Non-Residential Property Use Categories. The resulting dollar amount reflects the portion of the City's fire protection budget to be funded from Fire Protection Assessment revenue derived from each category of Non-Residential Property for the Demand Component.

(b) Separate each Building of Non-Residential Property into the appropriate Non-Residential Property Use Category in accordance with the Code Descriptions in the Improvement Codes. Add the Building Area square footage of all the Buildings in each category of Non-Residential Property. This sum reflects the aggregate square footage for each category of Non-Residential Property.

(c) Divide the total assessable cost determined in subsection (D)(2)(a) above for each category of Non-Residential Property by the sum of the square footage determined in subsection (D)(2)(b) above for each corresponding category of Non-Residential Property. The resulting quotient expresses a dollar amount per square foot of Building Area for each category of Non-Residential Property.

(d) For each of Non-Residential Property Use Categories, multiply the applicable square foot rate by the number of square feet of Building Area for each

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Building. The resulting product is the amount of Fire Protection Assessments to be imposed on each Building of Non-Residential Property.

(3) Recreational Vehicle Park Property. The Demand Component of the Fire Protection Assessments for each Tax Parcel of Recreational Vehicle Park property shall be computed as follows:

(a) Aggregate the amount of square footage for each Tax Parcel of Recreational Vehicle Park, with recreational vehicle spaces, as reported to the Department of Health, at 400 square feet each, mobile home spaces, as reported to the Department of Health, at actual Building Area or 720 square feet each if actual square footage is not available, and actual Building Area for all other Buildings.

(b) For each Tax Parcel of Recreational Vehicle Park property, multiply the applicable square foot rate determined in subsection (D)(2)(c) above for Commercial Property by the number of square feet of Building Area assigned to each Tax Parcel in subsection (D)(3)(a) above. The resulting product is the amount of Fire Protection Assessments to be imposed on each Tax Parcel of Recreational Vehicle Park Property for the Demand Component.

(4) Mixed Use Property. The Demand Component for the Fire Protection Assessments for each Tax Parcel classified in two or more Property Use Categories shall be the sum of the Fire Protection Assessments computed for each Property Use Category.

(E) **Availability Component.** The Fire Protection Assessed Cost allocated to the Availability Component shall be apportioned among the Tax Parcels within each Property Use Category and to Mixed Use Property as follows:

Demand-Availability

(1) The portion of the Fire Protection Assessed Cost attributable to the Availability Component shall be assessed against all Tax Parcels containing Buildings at a rate of assessment based upon the special benefit accruing to such property from the availability of the City's fire protection department's services, facilities, and programs as measured by the number of EDUs attributable to each Tax Parcel.

(2) The City first determined the EDU Value by adding the Building Area of all single family Dwelling Units within the City and then dividing by the total number of said Dwelling Units.

(3) The total number of EDUs within the City was then determined based upon the following assignments of EDUs: (a) each Residential Property was assigned one EDU per Dwelling Unit and (b) each Non-Residential Property was assigned EDUs by dividing the Building Area of all Buildings on the Tax Parcel by the EDU Value.

(4) The Availability Component rate per EDU was then determined by dividing the total Fire Protection Assessed Cost attributable to the Availability Component by the total number of EDUs within the City.

(5) The Fire Protection Assessment Availability Component was computed for each Tax Parcel by multiplying the number of EDUs attributable thereto by the rate per EDU determined in subsection (E)(4) above.

SECTION 8. DETERMINATION OF FIRE PROTECTION ASSESSED COST; ESTABLISHMENT OF INITIAL FIRE PROTECTION ASSESSMENTS.

(A) The Fire Protection Assessed Cost to be assessed and apportioned among benefitted parcels within the City for the Fiscal Year beginning October 1, 2026, is \$14,089,900.

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(1) The portion of the Fire Protection Assessed Cost attributable to the Demand Component pursuant to the Cost Apportionment in Section 6 of this Amended and Restated Initial Assessment Resolution is \$3,624,311.

(2) The portion of the Fire Protection Assessed Cost attributable to the Availability Component pursuant to the Cost Apportionment in Section 6 of this Amended and Restated Initial Assessment Resolution is \$10,465,588.

(B) The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Amended and Restated Initial Assessment Resolution determines the amount of the estimated Fire Protection Assessed Cost. The remainder of such Fiscal Year budget, if any, for fire protection services, facilities, and programs shall be funded from legally available City revenue other than Fire Protection Assessment proceeds.

(C) The estimated Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year commencing October 1, 2026, are hereby established as follows for the purposes of this Amended and Restated Initial Assessment Resolution:

Fire Protection Assessment Rates		
Category	Demand Component	Availability Component
Residential	Per Dwelling Unit	Per EDU
Residential	\$133.81	\$463.35
Non-Residential	Per Square Foot	Per EDU
Commercial	\$0.151	\$463.35
Industrial/Warehouse	\$0.030	\$463.35
Institutional	\$0.150	\$463.35

Demand-Availability

(D) The following exemptions shall apply to the Fire Protection Assessment program:

(1) No Fire Protection Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, and obtained by foreclosure or a deed in lieu of foreclosure shall not be exempted from the Fire Protection Assessment.

(2) In accordance with Section 170.01(4), Florida Statutes, no Fire Protection Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(3) No Fire Protection Assessment shall be imposed on Buildings of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(E) Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Protection Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been

Demand-Availability

otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(F) The estimated Fire Protection Assessments established in this Amended and Restated Initial Assessment Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2026, as provided in Section 9 of this Amended and Restated Initial Assessment Resolution.

SECTION 9. ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year beginning October 1, 2026, in the manner provided in Section 77-7 of the Ordinance. Unless otherwise exempted as provided herein or by state law, the Assessment Roll shall include all Tax Parcels within the City. The City Manager shall apportion the estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments in the manner set forth in this Amended and Restated Initial Assessment Resolution.

(B) A copy of the Ordinance, this Amended and Restated Initial Assessment Resolution, documentation related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

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(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments for fire protection services, facilities, and programs as set forth in this Amended and Restated Initial Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property located within the City.

SECTION 10. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Park property and Recreational Vehicle Park property, and the potential sustained lack of demand for fire protection services for unoccupied spaces, each Owner of Mobile Home Park and Recreational Vehicle Park property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Protection Assessments imposed upon such property.

(B) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park property shall not be subject to the Fire Protection Assessments. Similarly, vacant spaces within Recreational Vehicle Park property shall not be subject to the Fire Protection Assessments.

(C) Vacant spaces shall be those determined by the City Manager based on evidence of a vacancy rate provided by the Owner on or before May 1 of each year thereafter. The vacancy rate shall be defined as the percentage of available spaces within a Mobile Home Park or Recreational Vehicle Park that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as

Demand-Availability

follows:

Exact Number of Permitted Sites within the park (not including overflow areas)	_____ A
Times (x) Days in Reporting Period	(x 365) B
Total Possible Space Nights A x B = C (Example: 100 sites x 365 days = 36,500)	_____ C
Actual Space Nights Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year	_____ D
Occupancy Percentage D/C = E (Example: 12,500/36,500 = 34.2%)	_____ E
Vacancy Rate Subtract E from 100% (Example: 100% – 34.2% = 65.8%)	_____ F

The Owner shall certify by affidavit to the City, on a form provided by the City, the vacancy rate for the respective time period. Such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm: (1) the tax parcel by identification number; (2) the number of spaces and type of improvements in the Mobile Home Park or Recreational Vehicle Park; and (3) the vacancy rate.

(D) The City Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Protection Assessment imposed for the Fiscal Year beginning October 1, 2026 upon a parcel of Mobile Home Park or Recreational Vehicle Park property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Protection Assessment attributable to the entire parcel of Mobile Home Park or Recreational Vehicle Park property and reducing the Fire Protection Assessment by an equivalent amount.

Demand-Availability

(E) Any shortfall in the expected Fire Protection Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Protection Assessments.

SECTION 11. METHOD OF COLLECTION. The Fire Protection Assessments shall be collected and enforced pursuant to Uniform Assessment Collection Act as provided in Section 77-18 of the Ordinance for Fiscal Year beginning October 1, 2026.

SECTION 12. AUTHORIZATION OF PUBLIC HEARING. A public hearing shall be held at 6:15 p.m. on August 18, 2026 in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida, at which time the City Commission will receive and consider any comments on the Fire Protection Assessments from the public and affected property owners, consider imposing Fire Protection Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 13. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 12 hereof in the manner and time provided in Section 77-8 of the Ordinance. The notice shall be published no later than July 28, 2026, in substantially the form attached hereto as Appendix E.

SECTION 14. NOTICE BY MAIL.

(A) The City Manager shall also provide notice of the public hearing authorized by Section 12 hereof by first class mail to the Owner of each parcel of Assessed Property in the manner and time provided in Section 77-9 of the Ordinance. The notices shall be mailed no later than July 28, 2026, in substantially the form attached hereto as Appendix F.

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(B) For Tax Parcels with exempt “home addresses” pursuant to Section 119.071(4), Florida Statutes, the City Manager shall work with the Property Appraiser and Tax Collector for provision of notice.

SECTION 15. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the City’s Fire Protection Assessments will be utilized for the provision of fire protection services, facilities, and programs to properties within the City, as reflected by the Fire Protection Assessed Cost. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities, and programs provided to properties within the City.

SECTION 16. CONFLICTS. This Amended and Restated Initial Assessment Resolution shall prevail in the event of any conflicts with any other Resolution of the City of Ocoee. Chapter 77 of the City Code shall prevail in the event of any conflict with this Resolution.

SECTION 17. SEVERABILITY. In the event any portion of this Amended and Restated Initial Assessment Resolution is deemed invalid by any court of competent jurisdiction, the invalid portion shall be considered severed, and the remainder of this Amended and Restated Initial Assessment Resolution shall continue in effect.

SECTION 18. EFFECTIVE DATE. This Amended and Restated Initial Assessment Resolution shall take effect immediately upon its passage and adoption.

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PASSED AND ADOPTED this 16th day of June, 2026.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, MMC, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND LEGALITY**
on this _____ day of _____, 2026.

FISHBACK DOMINICK

By: _____
Richard S. Geller, City Attorney

Demand-Availability

APPENDIX A
SITUATION FOUND CODES

APPENDIX A

SITUATION FOUND CODES

Situation Found Code	Description	EMS
100	Fire, other	No
111	Building fires	No
112	Fires in structures other than in a building	No
113	Cooking fire, confined to container	No
118	Trash or rubbish fire, contained	No
120	Fire in mobile prop. used as a fixed struc., other	No
122	Fire in motor home, camper, recreational vehicle	No
130	Mobile property (vehicle) fire, other	No
131	Passenger vehicle fire	No
132	Road freight or transport vehicle fire	No
138	Off-road vehicle or heavy equipment fire	No
140	Natural vegetation fire, other	No
142	Brush, or brush and grass mixture fire	No
143	Grass fire	No
150	Outside rubbish fire, other	No
151	Outside rubbish, trash or waste fire	No
154	Dumpster or other outside trash receptacle fire	No
161	Outside storage fire	No
162	Outside equipment fire	No
163	Outside gas or vapor combustion explosion	No
210	Overpressure rupture from steam, other	No
251	Excessive heat, scorch burns with no ignition	No
300	Rescue, emergency medical call (EMS) call, other	Yes
311	Medical assist, assist EMS crew	Yes
320	Emergency medical service, other	Yes
321	EMS call, excluding vehicle accident with injury	Yes
322	Vehicle accident with injuries	Yes
323	Motor vehicle/pedestrian accident (MV Ped)	Yes
324	Motor vehicle accident with no injuries	No
331	Lock-in (if lock out , use 511)	No
340	Search, other	No
342	Search for person in water	No
350	Extrication, rescue, other	No
352	Extrication of victim(s) from vehicle	No
353	Removal of victim(s) from stalled elevator	No
357	Extrication of victim(s) from machinery	No
365	Watercraft rescue	No

Demand-Availability

Situation Found Code	Description	EMS
381	Rescue or EMS standby	Yes
400	Hazardous condition, other	No
410	Flammable gas or liquid condition, other	No
411	Gasoline or other flammable liquid spill	No
412	Gas leak (natural gas or LPG)	No
420	Toxic condition, other	No
421	Chemical hazard (no spill or leak)	No
422	Chemical spill or leak	No
424	Carbon monoxide incident	No
440	Electrical wiring/equipment problem, other	No
441	Heat from short circuit (wiring), defective/worn	No
442	Overheated motor	No
444	Power line down	No
445	Arcing, shorted electrical equipment	No
460	Accident, potential accident, other	No
461	Building or structure weakened or collapsed	No
463	Vehicle accident, general cleanup	No
480	Attempted burning, illegal action, other	No
500	Service Call, other	No
510	Person in distress, other	No
511	Lock-out	No
512	Ring or jewelry removal	No
520	Water problem, other	No
522	Water or steam leak	No
531	Smoke or odor removal	No
540	Animal problem, other	No
541	Animal problem	No
542	Animal rescue	No
550	Public service assistance, other	No
551	Assist police or other governmental agency	No
552	Police matter	No
553	Public service	No
554	Assist invalid	Yes
555	Defective elevator, no occupants	No
561	Unauthorized burning	No
600	Good intent call, other	No
611	Dispatched & canceled en route	No
621	Wrong location	No
622	No incident found at dispatch address	No
631	Authorized controlled burning	No
641	Vicinity alarm (incident in other location)	No

Demand-Availability

Situation Found Code	Description	EMS
651	Smoke scare, odor of smoke	No
652	Steam, vapor, fog or dust thought to be smoke	No
653	Barbecue, tar kettle	No
671	Hazmat release investigation w/ no hazmat	No
700	False alarm or false call, other	No
710	Malicious, mischievous false call, other	No
711	Municipal alarm system, malicious false alarm	No
714	Central station, malicious false alarm	No
715	Local alarm system, malicious false alarm	No
730	System malfunction, other	No
731	Sprinkler activation due to malfunction	No
733	Smoke detector activation due to malfunction	No
734	Heat detector activation due to malfunction	No
735	Alarm system sounded due to malfunction	No
736	CO detector activation due to malfunction	No
740	Unintentional transmission of alarm, other	No
740	Sprinkler activation, no fire - unintentional	No
743	Smoke detector activation, no fire - unintentional	No
744	Detector activation, no fire - unintentional	No
745	Alarm system sounded, no fire - unintentional	No
746	Carbon monoxide detector activation, no CO	No
813	Wind storm, tornado/hurricane assessment	No
814	Lightning strike (no fire)	No
900	Special type of incident, other	No

Demand-Availability

APPENDIX B

DOR CODES

APPENDIX B

DOR CODES

DOR Code	Description
0000	VACANT
0100	SINGLE FAMILY
0200	MOBILE HOME
0300	MULTIFAMILY
0400	CONDOMINIUM
0500	COOPERATIVE
0600	RETIREMENT
0700	MISC. RESIDENCE
0800	MFR <10 UNITS
0900	COMMON AREA
1000	VACANT COMM
1100	STORES
1200	STORE/OFF/RES
1300	DEPT STORE
1400	SUPERMARKET
1500	SH CTR REGIONAL
1600	SH CTR CMMITY
1601	SH CTR NBHD
1700	OFFICE 1 STORY
1701	POST OFFICE
1800	OFF MULTISTORY
1900	PROF OFFICES
2000	AIRPORT
2100	RESTAURANT
2200	REST, DRIVE-IN
2300	FINANCIAL
2400	INSURANCE
2500	SERVICE SHOPS
2600	SERV STATIONS
2700	AUTO SALES
2800	PKG LOT (COMM)
2801	MOBILE HOME PARK
2900	WHOLESALE
3000	FLORIST
3100	DRV-IN THEATER
3200	THEATER
3300	NIGHT CLUBS
3400	BOWLING ALLEY
3500	TOURIST ATTRACTION
3600	CAMPS
3700	RACETRACK
3800	GOLF COURSE

Demand-Availability

DOR Code	Description	
3900	MOTEL	
4000	VACANT INDUSTRIAL	
4100	LIGHT MFG	
4200	HEAVY MFG	
4300	LUMBER YD/MILL	
4400	PACKING	
4500	BOTTLER	
4600	FOOD PROCESSING	
4700	MIN PROCESSING	
4800	WAREH/DIST TERM	
4900	OPEN STORAGE	
5000	IMPROVED AGRI	Agricultural
5100	CROPSOIL CLASS1	Agricultural
5200	CROPSOIL CLASS2	Agricultural
5300	CROPSOIL CLASS3	Agricultural
5400	TMBR SI 90+	Agricultural
5500	TMBR SI 80-89	Agricultural
5600	TMBR SI 70-79	Agricultural
5700	TMBR SI 60-69	Agricultural
5800	TMBR SI 50-59	Agricultural
5900	TMBR NOT CLSSFD	Agricultural
6000	GRZGSOIL CLASS1	Agricultural
6100	GRZGSOIL CLASS2	Agricultural
6200	GRZGSOIL CLASS3	Agricultural
6300	GRZGSOIL CLASS4	Agricultural
6400	GRZGSOIL CLASS5	Agricultural
6500	GRZGSOIL CLASS6	Agricultural
6600	ORCHARD GROVES	Agricultural
6700	POUL/BEES/FISH	Agricultural
6800	DAIRIES/FEEDLTS	Agricultural
6900	ORN/MISC AGRI	Agricultural
7000	VACANT INSTITUTIONAL	
7100	CHURCHES	
7200	PRV SCHL/COLL	
7300	PRV HOSPITAL	
7400	NURSING HOME	
7500	ORPHNG/NON-PROF	
7600	MORT/CEMETERY	
7700	CLB/LDG/UN HALL	
7800	SANI/ REST HOME	
7900	CULTURAL	
8000	WATER MGT DIST	
8100	MILITARY	
8200	FOREST/PK/REC	
8300	PUB CTY SCHOOL	
8400	COLLEGE	

Demand-Availability

DOR Code	Description	
8500	HOSPITAL	
8600	CTY INC NONMUNI	
8700	STATE	
8800	FEDERAL	
8900	MUNICIPAL	
9000	LEASEHOLD INT	
9100	UTILITY	
9200	MING/PET/GASLND	
9300	SUBSURF RIGHTS	Not Charged
9400	RIGHT-OF-WAY	Not Charged
9500	RIVERS/LAKES	Not Charged
9600	SEWG/WASTE LAND	Not Charged
9700	OUTDR REC/PK LD	
9800	CENTRALLY ASSD	Not Charged
9900	ACRG NOT ZND AG	
9999	EXEMPT	

Demand-Availability

APPENDIX C
FIXED PROPERTY USE CODES

APPENDIX C

FIXED PROPERTY USE CODES

Fixed Property Use Code	Description	Category
100	Assembly, other	Non-Specific
110	Fixed use recreation places, other	Commercial
120	Variable use amusement, recreation places	Commercial
121	Ballroom, gymnasium	Commercial
124	Playground	Commercial
129	Amusement center: indoor/outdoor	Commercial
130	Places of worship, funeral parlors	Institutional
131	Church, mosque, synagogue, temple, chapel	Institutional
134	Funeral parlor	Institutional
141	Athletic/health club	Institutional
142	Clubhouse	Commercial
150	Public or government, other	Institutional
151	Library	Institutional
155	Courthouse	Institutional
160	Eating, drinking places	Commercial
161	Restaurant or cafeteria	Commercial
162	Bar or nightclub	Commercial
173	Bus station	Commercial
183	Movie theater	Commercial
200	Educational, other	Institutional
210	Schools, non-adult	Institutional
211	Preschool	Institutional
213	Elementary school, including kindergarten	Institutional
215	High school/junior high school/middle school	Institutional
241	Adult education center, college classroom	Institutional
254	Day care, in commercial property	Commercial
300	Health care, detention, & correction, other	Institutional
311	24-hour care Nursing homes, 4 or more persons	Institutional
321	Mental retardation/development disability facility	Institutional
331	Hospital - medical or psychiatric	Institutional
332	Hospices	Institutional
340	Clinics, Doctors offices, hemodialysis centers	Institutional
341	Clinic, clinic-type infirmary	Institutional
342	Doctor, dentist or oral surgeon's office	Commercial
361	Jail, prison (not juvenile)	Institutional
365	Police station	Institutional
400	Residential, other	Residential

Demand-Availability

Fixed Property Use Code	Description	Category
419	1 or 2 family dwelling	Residential
429	Multifamily dwellings	Residential
439	Boarding/rooming house, residential hotels	Residential
449	Hotel/motel, commercial	Commercial
460	Dormitory type residence, other	Institutional
500	Mercantile, business, other	Commercial
511	Convenience store	Commercial
519	Food and beverage sales, grocery store	Commercial
529	Textile, wearing apparel sales	Commercial
549	Specialty shop	Commercial
557	Personal service, including barber & beauty shops	Commercial
559	Recreational, hobby, home repair sales, pet store	Commercial
571	Service station, gas station	Commercial
579	Motor vehicle or boat sales, services, repair	Commercial
580	General retail, other	Commercial
581	Department or discount store	Commercial
592	Bank	Commercial
593	Office: veterinary or research	Commercial
596	Post office or mailing firms	Institutional
599	Business office	Commercial
639	Communications center	Industrial/Warehouse
644	Gas distribution, pipeline, gas distribution	Industrial/Warehouse
647	Water utility	Industrial/Warehouse
669	Forest, timberland, woodland	Non-Specific
700	Manufacturing, processing	Industrial/Warehouse
800	Storage, other	Industrial/Warehouse
807	Outside material storage area	Non-Specific
808	Outbuilding or shed	Non-Specific
880	Vehicle storage, other	Industrial/Warehouse
882	Parking garage, general vehicle	Industrial/Warehouse
888	Fire station	Institutional
891	Warehouse	Industrial/Warehouse
898	Dock, marina, pier, wharf	Industrial/Warehouse
899	Residential or self storage units	Industrial/Warehouse
900	Outside or special property, other	Non-Specific
931	Open land or field	Non-Specific
935	Campsite with utilities	Commercial
936	Vacant lot	Non-Specific
940	Water area, other	Non-Specific
946	Lake, river, stream	Non-Specific
951	Railroad right of way	Non-Specific

Demand-Availability

Fixed Property Use Code	Description	Category
960	Street, other	Non-Specific
961	Highway or divided highway	Non-Specific
962	Residential street, road or residential driveway	Non-Specific
963	Street or road in commercial area	Non-Specific
981	Construction site	Non-Specific
984	Industrial plant yard - area	Industrial/Warehouse
985	Vehicle parking area	Non-Specific
000	Property Use, other	Non-Specific
NNN	None	Non-Specific
UUU	Undetermined	Non-Specific

Demand-Availability

APPENDIX D
IMPROVEMENT CODES

APPENDIX D

IMPROVEMENT CODES

Building Improvement Code	Description	Category
0102	SINGLE FAMILY RESIDENTIAL CLASS II	Residential
0103	SINGLE FAMILY RESIDENTIAL CLASS III	Residential
0104	SINGLE FAMILY RESIDENTIAL CLASS IV	Residential
0120	TOWNHOUSE	Residential
0121	CLASS II TOWNHOUSE	Residential
0122	Townhouse Class III	Residential
0201	CLASS I MANUFACTURED HOME	Residential
0202	CLASS II MANUFACTURED HOME	Residential
0203	MANUFACTURED HOME	Residential
0310	MODERN APARTMENT COMPLEX	Residential
0314	Mid-Rise Apartment	Residential
0349	Multi-Family 11-49 Units	Residential
0400	CONDOMINIUM - RESIDENTIAL	Residential
0411	CONDOMINIUM - RETAIL	Commercial
0417	CONDOMINIUM - OFFICE 1-3 FLOORS	Commercial
0419	CONDOMINIUM - PROFESSIONAL BUILDING	Commercial
0421	CONDOMINIUM - RESTAURANT	Commercial
0448	CONDOMINIUM - WAREHOUSE	Industrial/Warehouse
0499	CONDO - LAND ONLY	Not Charged
0600	RETIREMENT HOMES	Institutional
0805	5-UNIT DUPLEX	Residential
0812	DUPLEX	Residential
0813	TRIPLEX	Residential
0822	CLASS II DUPLEX	Residential
1004	Vacant Condo Site	Not Charged
1100	STORE 1 STORY	Commercial
1105	Retail Multi-Tenant	Commercial
1107	Retail Multi-Tenant II	Commercial
1110	CONVENIENCE STORE	Commercial
1115	Free Standing Retail	Commercial
1120	Drug Store	Commercial
1125	Big Box Rtl Small	Commercial
1130	Big Box Retail Med	Commercial
1135	Big Box Retail Large	Commercial
1200	COMMERCIALLY CONVERTED SINGLE FAMILY RESIDENTIAL	Commercial
1210	Store/Office/Res Class 2	Commercial
1300	DEPARTMENT STORE	Commercial
1400	SUPERMARKET	Commercial
1500	SHOPPING CENTER REGIONAL	Commercial
1600	SHOPPING CENTER LOCAL	Commercial

Demand-Availability

Building Improvement Code	Description	Category
1610	Neighborhood Center	Commercial
1700	OFFICE 1 TO 3 STORY	Commercial
1702	OFFICE 1 TO 3 STORY	Commercial
1800	OFFICE 4 OR MORE STORIES	Commercial
1900	PROFESSIONAL BUILDING	Commercial
1910	CHILD CARE FACILITY	Commercial
1911	Child Care Center Class II	Commercial
2100	RESTAURANT	Commercial
2200	CHAIN RESTAURANT	Commercial
2300	FINANCIAL INSTITUTION	Commercial
2704	Rv/Motorcycle Dealership	Commercial
2705	Auto Sales - Used	Commercial
2720	TIRE DEALER	Commercial
2730	LUBE FACILITY	Commercial
2740	VEHICLE REPAIR	Commercial
2751	Car Wash Drive Thru	Commercial
2752	Car Wash Automatic	Commercial
2800	PARKING GARAGE	Industrial/Warehouse
3000	GREENHOUSE	Not Charged
3200	THEATER, ENCLOSED	Commercial
3400	RECREATION/CLUB BUILDING/MEETING	Commercial
3800	GOLF COURSE	Commercial
3910	AVERAGE HOTEL	Commercial
4100	LIGHT MANUFACTURING	Industrial/Warehouse
4400	PACKING PLANT/COLD STORAGE FREEZERS	Industrial/Warehouse
4610	FOOD PROCESSING FREEZER	Industrial/Warehouse
4800	WAREHOUSE	Industrial/Warehouse
4807	Ind Warehouse II	Industrial/Warehouse
4808	Ind Distribution I	Industrial/Warehouse
4810	DISTRIBUTION WAREHOUSE	Industrial/Warehouse
4820	Mini Warehouse	Industrial/Warehouse
4825	Mini Warehouse	Industrial/Warehouse
4830	TRUCK TERMINAL	Industrial/Warehouse
4900	BARN/SHED	Not Charged
7100	CHURCH	Institutional
7200	SCHOOL/COLLEGE	Institutional
7400	HOME FOR THE AGED	Institutional
7600	MORTUARY	Commercial
7700	CLUB/LODGE/HALL	Institutional
8000	NOT USED	Not Charged
8300	PUBLIC SCHOOL	Institutional
8500	HOSPITAL	Institutional
8600	COUNTY BUILDING	Institutional
8800	FEDERAL BUILDING	Institutional

Demand-Availability

Building Improvement Code	Description	Category
8900	MUNICIPAL BUILDING	Institutional
9100	UTILITIES	Industrial/Warehouse

APPENDIX E
FORM OF NOTICE TO BE PUBLISHED

APPENDIX E

FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 28, 2026

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

[INSERT MAP OF THE CITY]

Notice is hereby given that the City Commission of the City of Ocoee, Florida will conduct a public hearing to consider the imposition of annual fire protection special assessments for the provision of fire protection services within the City and collection of these assessments pursuant to the tax bill collection method.

The hearing will be held at 6:15 p.m. on August 18, 2026, in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida, for the purpose of receiving public comment on the proposed assessments and their collection on the tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the City within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should call the [City Clerk](#) at (407) 905-3105, at least forty-eight (48) hours prior to the date of the hearing. If you are hearing or speech impaired, dial 7-1-1 for assistance via Florida Relay Service.

Demand-Availability

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed Fire Protection Assessment rate schedule:

Fire Protection Assessments		
Category	Demand Component	Availability Component
Residential	Per Dwelling Unit	Per EDU
Residential	\$133.81	\$463.35
Non-Residential	Per Square Foot	Per EDU
Commercial	\$0.151	\$463.35
Industrial/Warehouse	\$0.030	\$463.35
Institutional	\$0.150	\$463.35

Copies of the Fire Protection Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, and the preliminary Assessment Roll are available for inspection in the Office of the City Clerk located at 1 N. Bluford Avenue, Ocoee, Florida.

The fire protection special assessment will be collected on the annual ad valorem tax bill mailed in November of each year that the assessment is imposed. Failure to pay the assessment will cause a tax certificate to be issued against the property in accordance with the provisions of Florida law, which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions regarding the fire protection special assessment please contact the City Clerk at (407) 905-3105, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Demand-Availability

**CITY COMMISSION
CITY OF OCOEE, FLORIDA**

Demand-Availability

APPENDIX F

FORM OF NOTICE TO BE MAILED

APPENDIX F

FORM OF NOTICE TO BE MAILED

***** THIS IS NOT A BILL *****

City of Ocoee
Special Assessments
1 N. Bluford Avenue
Ocoee, FL 34761

CITY OF OCOEE, FLORIDA
NOTICE OF PUBLIC HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF
FIRE PROTECTION NON-AD VALOREM ASSESSMENTS
NOTICE DATE: JULY 28, 2026

«OwnerName»
«OwnerAdd1»
«City» <State> <Zip>

Parcel Tax ID: «PID»
Sequence Number: «SeqPrefix»«SeqNum»
Legal: <LegalDesc>

****** NOTICE TO PROPERTY OWNER ******

As required by Section 197.3632, Florida Statutes, notice is given by the City of Ocoee that an annual special assessment for fire protection services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2026 - September 30, 2027, and future fiscal years. The purpose of this assessment is to fund fire protection services, facilities, and programs benefiting property located within the incorporated areas of the City of Ocoee. The use of the annual special assessment to fund fire protection services benefiting improved property located within City has proven to be a fair, efficient and effective method of funding these essential public services.

The total annual Fire Protection Assessment revenue to be collected within the City is estimated to be \$14,089,900 for fiscal year October 1, 2026 – September 30, 2027. The annual fire protection assessment is based on the classification of each building on each parcel of property and number of billing units contained therein. The above listed parcel has the following units and proposed fire protection assessment:

Category	Type and Number of Billing Units	Fiscal Year 26-27 Assessment	Maximum Assessment
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
[Category]	[ParcelUnit][UnitDesc]	[Charge]	[Charge]
Total Assessment		[\$SumofBld]	[\$SumofBld]

The annual Fire Protection Assessment for the above parcel for Fiscal Year 2026-27 is \$_____. The maximum annual Fire Protection Assessment that can be imposed without further notice for future fiscal years for the above parcel is \$_____.

Demand-Availability

A public hearing will be held at 6:15 p.m. on August 18, 2026, in the City Commission Chambers, 1 N. Bluford Avenue, Ocoee, Florida, for the purpose of receiving public comment on the proposed assessments and their collection on the tax bill. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should call (407) 905-3105, at least forty-eight (48) hours prior to the date of the hearing. If you are hearing or speech impaired, dial 7-1-1 for assistance via Florida Relay Service

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Protection Assessment Ordinance, the Amended and Restated Initial Assessment Resolution, and the preliminary Assessment Roll are available for inspection in the Office of the City Clerk, located at 1 N. Bluford Avenue, Ocoee, Florida.

Both the fire protection non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November of each year the assessment is imposed, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. Should you have any questions regarding the fire services special assessment please contact the City Clerk at (407) 905-3105, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Demand-Availability

APPENDIX G
FIRE PROTECTION ASSESSMENT STUDY

City of Ocoee, Florida

Fire Assessment Memorandum

May 2026

Presented by:

Accenture Infrastructure and
Capital Projects, LLC
529 E Crown Point Road
Ocoee, Florida 35761

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Appendix A—Situation Found Codes and Descriptions

Appendix B—Fixed Property Use Codes and Use Descriptions

Appendix C—Orange County Building Improvement Codes

Appendix D—Florida Department of Revenue Property Use Codes

Assessment Memorandum

Introduction

Accenture Infrastructure and Capital Projects, LLC, formerly known as Anser Advisory Consulting, LLC (Accenture) specializes in government finance and taxation issues by working with cities, counties, special districts and state agencies to develop unique funding and service delivery solutions for critical infrastructure and service needs. Accenture has developed extensive experience in structuring and implementing alternative revenue sources in Florida.

City of Ocoee (City) has entered into a professional services agreement with Accenture to assist the City in developing an updated special assessment program to fund fire protection services for Fiscal Year 2026-27 and to assist with implementation of the updated program (Fire Assessment Project). This update is to (1) provide proforma budgets and assessment rates for Fiscal Year 2026-27 and (2) ensure continued legal defensibility related to recent legislation and case law decisions. The law firm of Nabors, Giblin & Nickerson, PA (NG&N) was retained to provide legal guidance on this project.

This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The City currently imposes fire assessments in the incorporated area of the City based on a prior study conducted by Accenture in May 2025. The fire assessment rate imposed for Fiscal Year 2025-26 was \$139.23 per fire protection unit. The fire protection assessment generated approximately \$4,496,156 in revenue for Fiscal Year 2025-26.

The work effort to update the fire special assessment program required the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide fire services within the City for Fiscal Year 2026-27. However, the City has the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (minus all revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

Service Description

Service Delivery Description

The City of Ocoee's Fire Rescue Department facilities inventory is comprised of four fire rescue stations. Table 1 identifies the Fire Rescue Department's buildings/facilities inventory, as well as the corresponding physical location address for the facility.

Table 1
Fire Rescue Department Buildings/Facility Inventory

Station	Address
Station 25	563 S. Bluford Ave Ocoee, FL 34761
Station 26	1500 N. Clarke Rd Ocoee, FL 34761
Station 38	1910 Adair St Ocoee, FL 34761
Station 39	2500 Maguire Rd Ocoee, FL 34761

Source: City of Ocoee (2025)

The Fire Rescue Department provides standard fire suppression, advanced life support (ALS) emergency medical rescue services, hazmat response, state disaster response, emergency management and disaster preparedness, fire prevention, and safety education.

The City has an Automatic Aid agreement with Orange County for fire rescue services. The City also has an agreement for dispatch services with Orange County.

Additionally, the City has an agreement with the City of Windermere to provide fire protection services to their residents. The City is under contract, and is compensated, to provide these services.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure. Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the "Development of Factors" section of this Assessment Memorandum.

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department's apparatus. This information is used to determine the square footage cap for non-residential properties. Table 5 details the Fire Rescue Department's response protocol.

Table 2
City of Ocoee Fire Rescue Department Organizational Chart

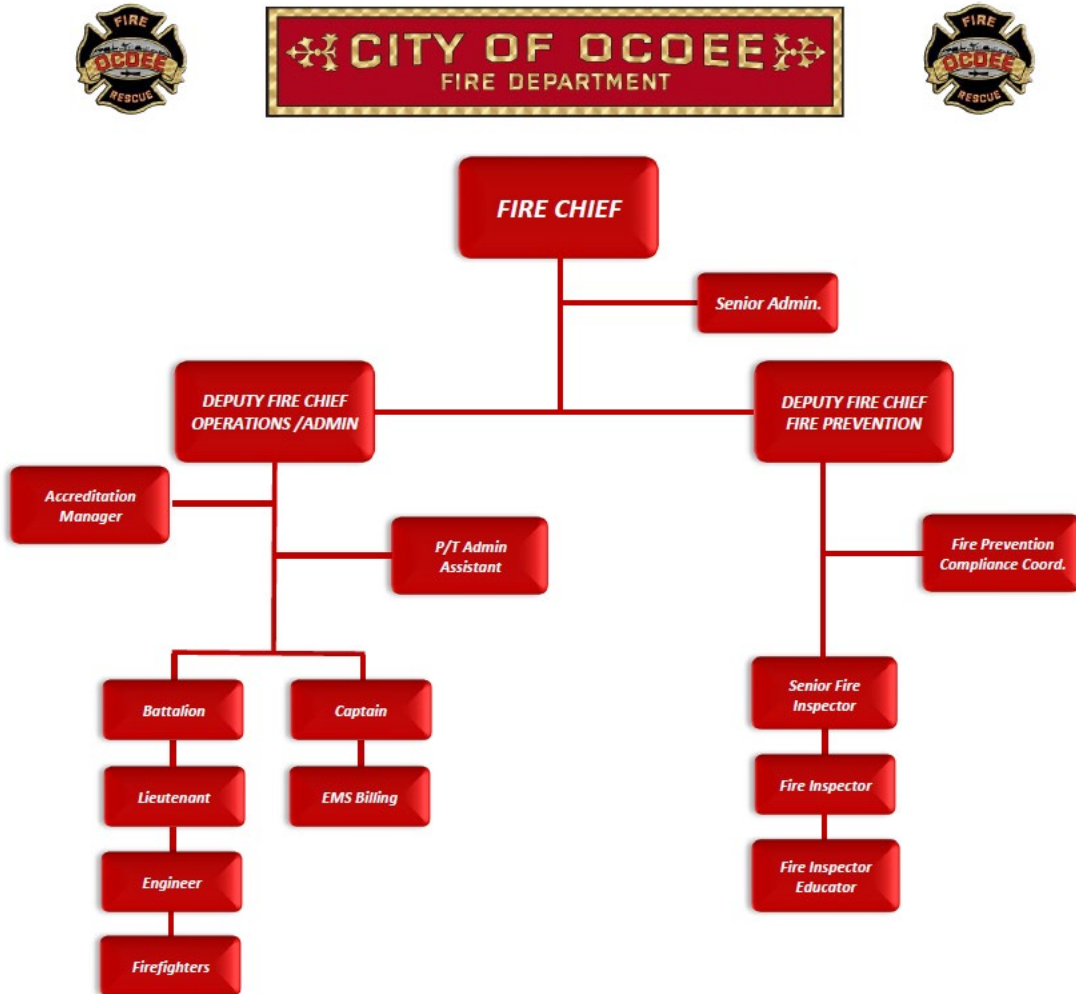


Table 3
Fire Rescue Department Apparatus Normal Staffing

Apparatus	Normal Staffing (Personnel)
Engine	4
Rescue	2
Tanker	2
Brush	2
Deputy Chief Vehicle	1
Battalion Chief Vehicle	1
Inspector Vehicle	1
Staff Vehicle	1

Source: City of Ocoee (2025)

Table 4
Fire Rescue Department Apparatus Location and Pumping Capacity

Station	Apparatus	GPM
Station 25		
	Engine 25	1500
	Rescue 25	
	Brush 25	245
	Tower 25	1500
	Tanker 25	1800
	Reserve Rescue	
	Battalion Chief	
	Training/EMS Vehicle	
	Deputy Chief Vehicle	
	Inspector Vehicle	
	Staff Vehicle	
	Rescue Boat	
Station 26		
	Engine 26	1500
	Rescue 26	
	Fully Involved Trailer	
Station 38		
	Engine 38	1500
Station 39		
	Engine 39	1500
	Tanker 39	1250
	Cart 25 EMS/Special Events	
	Fire Prevention Trailer	
	Reserve Engine	1250
TOTAL		12045

Source: City of Ocoee (2025)

The current pumping capacity is defined as the combined amount of water that all personnel and apparatus in the Fire Department can pump to a first alarm fire in gallons per minute (GPM). Based on the apparatus detailed in Table 4 above, the pumping capacity of the City's Fire Department is 12,045 GPM per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NAPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet.

Table 5 details the Fire Rescue Department minimum response protocol.

Table 5
Fire Rescue Department Minimum Response Protocol

Call Type	Response
Auto Accident	Engine/Quint, Rescue

Call Type	Response
Auto Accident with Entrapment	2 Engines/Quint, Rescue, Battalion
Automatic Fire Alarm	2 Engines/Quint
AFA Institutional (nursing home, etc.)	4 Engines, Quint, Rescue, Battalion
AFA Reduced (storms)	Engine/Quint
Automatic Medical Alarm	Engine/Quint, Rescue
Building Fire	3 Engines, Quint, Rescue, Battalion
Marine Rescue	Engine/Quint, Rescue, Battalion
Brush Fire (small)	Engine/Quint
Brush Fire (large)	Engine/Quint, Woods
Brush Fire (with exposures)	4 Engines/Quint, Woods, Rescue, Battalion
Car Fire	Engine/Quint
Device Found (non-hazmat))	Engine/Quint, Rescue, Battalion
EMDA (minor injuries)	Engine/Quint, Rescue
EMDB, EMDC, EMDD	Engine/Quint, Rescue
Hazardous Materials (gas leak outside, etc.)	Engine/Quint
Hazardous Materials (gas leak < 25 gallons, unknown odor)	2 Engines/Quint, Battalion
House Fire	3 Engines, Quint, Rescue, Battalion
Industrial Accident	2 Engines/Quint, Rescue, Battalion
Mass Casualty Incident	2 Engines/Quint, Rescue, Battalion
Patient Assist	Engine/Quint
Shed Fire (anything smaller than a house)	2 Engines/Quint, Battalion
Truck Fire	2 Engines/Quint, Battalion

Source: City of Ocoee (2025)

Assessable Costs Calculations

Development Of Factors

Fire Services v. Emergency Medical Services

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the “North Lauderdale” case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In August 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, Accenture developed a methodology that removed the costs associated with emergency medical services. This methodology of splitting the fire and EMS portions of a consolidated public safety department’s budget was upheld by the Fourth District Court of Appeals in July 2010 in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010).

The projected departmental costs were allocated between fire protection and emergency medical services because of the Florida Supreme Court’s opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) does not provide a special benefit to property. Accordingly, the fire protection costs were split from emergency medical service costs based on the following general guidelines.

Direct Allocations

To the extent that certain line items could be allocated directly to fire or EMS, direct allocations were made. For example, the budget line items for “Protective Clothing” and “Disaster Supplies” were allocated entirely to fire. Additionally, the budget line item for “Emergency Medical Supplies” was allocated entirely to EMS and not included in the assessable costs.

Administrative Factor

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. The City’s normal staffing level includes 17 non-EMS personnel and 4 EMS personnel, for a total of 21 combat personnel. This staffing yields an 80.95% percent non-EMS Administrative Factor.

This percentage was then applied to all applicable line items to allocate the costs that could not be directly allocated as fire or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the budget line items for “Regular Salaries,” “FICA Taxes” and “Health Insurance” to determine the fire service costs of these line items.

Operational Factor

Other assessable cost line items may be allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls. For Calendar Year 2024, the City reported 7,762 total fire rescue incident calls, of which 1,915 were non-EMS (i.e. fire) calls and 5,847 were EMS calls. This information results in a 24.67% non-EMS Operational Factor.

This percentage was then applied to all applicable line items to allocate the costs that could not be directly allocated as fire or EMS costs, and that could not be administratively allocated (see above). For example, the Operational Factor was applied to the budget line items for “PM Repairs” and “Fuel” to determine the fire service costs of these line items.

ASSESSABLE COST CALCULATIONS

The assessable cost calculations for Fiscal Year 2026-27 are based on the full cost of the fire assessment program for Fiscal Years 2026-27 through 2030-31 (5-year average). For purposes of this Assessment Memorandum, the following assumptions were applied.

The five-year fire assessable budget was developed by using the proposed Fiscal Year 2027 Fire Rescue Department budget and applying the appropriate factors to each line item to develop Fiscal Year 2026-27 assessable budget.

- Unless more accurate information was available, a twenty two percent annual increase was applied across all “Personnel Services”.
- A four percent annual increase was applied across all “Operating Expenses”.
- A 5% annual increase was applied to the Windermere contract revenue; all other revenue line items remained constant.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire rescue services, such as fire inspection fees, fire plan review, and the Windermere Agreement revenue. An administrative factor was applied to the Windermere revenue, all other revenues were allocated directly to fire.
- The line item “Statutory Discount @ 5% (4% early payment/1% non-collection)” under “Additional Costs” reflects a 95% collection of the Fire Rescue Assessment to cover the 4% statutory discount allowed by the Uniform Method and 1% reserve for under collection. Accordingly, the statutory discount is budgeted at 5% of the total assessable costs.
- The line items “Study Reimbursement”, “Legal Services”, and “First Class Notices” under “Additional Costs” is the reimbursement to the City for the costs of conducting the assessment study and mailing statutorily required first class notices. These costs are reimbursable through the assessment program.

- Pursuant to section 197.3632, Florida Statutes, the tax collector and property appraiser may each enter into an agreement with the local government for reimbursement of necessary administrative costs incurred from the collection of the non-ad valorem assessment. Accordingly, if any such fee(s) is charged, the fee may be recouped as an add-on to the total assessable costs for the year.

The line item "Collection Costs @ 2% (tax collector)" under "Additional Costs" reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Tax Collector. Pursuant to section 197.3632, Florida Statutes, a municipal or county government shall only compensate the tax collector for the actual costs of collecting the non-ad valorem assessment. The applied collection charge is estimated to be adequate to cover the Tax Collector's actual collection costs.

The line item "Collection Costs @ 2% (property appraiser)" under "Additional Costs" reflects reimbursement for the collection costs associated with the non-ad valorem assessment incurred by the Property Appraiser. The applied collection charge is estimated to be adequate to cover the Property Appraiser's actual collection costs.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2026-27 based on an application of the above factors to the Fiscal Year 2027 proposed budget.

Table 6
Fire Assessable Cost Calculations (FY 2026-27)

	FY 2027 Proposed Budget	FY 2026-27 Assessable
PERSONNEL SERVICES		
Regular Salaries	7,091,298	5,740,405
Overtime Pay	919,426	744,275
Incentive Pay	36,861	29,839
PTO Buyout	17,763	14,379
FICA Taxes	615,719	498,425
Retirement Contribution	1,248,643	1,010,777
State Retirement Contribution	640,377	518,385
Health Insurance	2,844,176	2,302,361
Life Insurance	25,403	20,564
Dental/Vision Insurance	34,733	28,117
Accident/Disability Inc.	38,334	31,031
Workers' Comp Ins	64,134	51,917
Unemployment Compensation	6,100	4,938
TOTAL PERSONNEL SERVICES	\$13,582,968	\$10,995,412
OPERATING EXPENSES		
Personal Bonds-Notary	416	337
Professional Serv./Oth	7,800	6,314
Contractual Services	794,144	109,731
Travel Expenses	7,800	6,314
Telephone Expense	71,334	57,745
Postage and Freight	2,454	1,987
Electric Expense	71,328	57,740
Water Expense	57,177	46,285
Leasing Expense	329,479	0

	FY 2027 Proposed Budget	FY 2026-27 Assessable
Auto Liability Ins	5,200	4,209
Multi-Peril Ins.	26,000	21,047
Building Maintenance	31,200	25,256
Vehicle Parts Repair	31,200	7,697
Equipment Maintenance Contracts	124,020	67,796
Small Equipment Repairs	58,760	47,566
Printing and Binding	7,800	6,314
Recording Fees	504	408
Advisory Board	2,080	1,684
Office Supplies	5,980	4,841
Administration Expense	2,600	2,105
POL Supplies	2,855	2,311
Uniforms	106,626	86,314
Operating Supplies	154,440	125,019
Emergency Medical Supplies	273,874	0
Protective Clothing	179,145	179,145
Disaster Supplies	5,200	5,200
Equipment (4,999.99 or Less)	78,000	78,000
Computer Equipment/Software	6,968	5,641
Books/Subscriptions	6,032	4,883
Professional Dues	19,926	16,130
Training Expense	141,440	114,496
Community Promotion	22,776	18,437
Capital - Non-Apparatus	158,600	145,305
PM Repairs	66,209	16,334
Fuel	98,984	24,419
TOTAL OPERATING EXPENSES	\$2,958,352	\$1,297,010
CAPITAL OUTLAY		
Vehicle Replacement	1,721,151	1,310,850
TOTAL CAPITAL OUTLAY	\$1,721,151	\$1,310,850
TOTAL EXPENDITURES	\$18,262,471	\$13,603,273
REVENUES		
Fire Plan Review	180,000	180,000
Inspection Fees	40,000	40,000
EMS Patient Transport Fee	1,740,000	0
Windermere Fire Protection	926,100	749,678
TOTAL REVENUES	\$2,886,100	\$969,678
TOTAL EXPENDITURES	\$18,262,471	\$13,603,273
TOTAL REVENUES	\$2,886,100	\$969,678
TOTAL NET EXPENDITURES	\$15,376,371	\$12,633,595

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2026-27 through Fiscal Year 2030-31 (as well as the Five-year average).

Table 7**Fire Services Assessable Cost Calculations Proforma Budget (FY 26-27 through FY 30-31)**

	FY 2026-27 Assessable	FY 2027-28 Assessable	FY 2028-29 Assessable	FY 2029-30 Assessable	FY 2030-31 Assessable	5-Year Average
PERSONNEL SERVICES						
Regular Salaries	5,740,405	7,003,295	8,544,019	10,423,704	12,716,918	8,885,668
Overtime Pay	744,275	908,016	1,107,780	1,351,491	1,648,819	1,152,076
Incentive Pay	29,839	36,404	44,412	54,183	66,103	46,188
PTO Buyout	14,379	17,543	21,402	26,111	31,855	22,258
FICA Taxes	498,425	608,078	741,856	905,064	1,104,178	771,520
Retirement Contribution	1,010,777	1,233,147	1,504,440	1,835,417	2,239,208	1,564,598
State Retirement Contribution	518,385	632,430	771,564	941,308	1,148,396	802,417
Health Insurance	2,302,361	2,808,880	3,426,834	4,180,737	5,100,499	3,563,862
Life Insurance	20,564	25,088	30,607	37,340	45,555	31,831
Dental/Vision Insurance	28,117	34,302	41,849	51,056	62,288	43,522
Accident/Disability Inc.	31,031	37,858	46,187	56,348	68,744	48,033
Workers' Comp Ins	51,917	63,338	77,273	94,273	115,013	80,363
Unemployment Compensation	4,938	6,024	7,350	8,967	10,939	7,644
TOTAL PERSONNEL SERVICES	\$10,995,412	\$13,414,403	\$16,365,572	\$19,965,997	\$24,358,517	\$17,019,980
OPERATING EXPENSES						
Personal Bonds-Notary	337	350	364	379	394	365
Professional Serv./Oth	6,314	6,567	6,829	7,103	7,387	6,840
Contractual Services	109,731	114,120	118,685	123,432	128,370	118,868
Travel Expenses	6,314	6,567	6,829	7,103	7,387	6,840
Telephone Expense	57,745	60,054	62,457	64,955	67,553	62,553
Postage and Freight	1,987	2,066	2,149	2,235	2,324	2,152
Electric Expense	57,740	60,050	62,452	64,950	67,548	62,548
Water Expense	46,285	48,136	50,062	52,064	54,147	50,139
Auto Liability Ins	4,209	4,378	4,553	4,735	4,924	4,560
Multi-Peril Ins.	21,047	21,889	22,764	23,675	24,622	22,799
Building Maintenance	25,256	26,267	27,317	28,410	29,546	27,359
Vehicle Parts Repair	7,697	8,005	8,325	8,658	9,004	8,338
Equipment Maintenance Contracts	67,796	70,508	73,328	76,261	79,312	73,441
Small Equipment Repairs	47,566	49,469	51,448	53,506	55,646	51,527
Printing and Binding	6,314	6,567	6,829	7,103	7,387	6,840
Recording Fees	408	425	442	459	478	442
Advisory Board	1,684	1,751	1,821	1,894	1,970	1,824
Office Supplies	4,841	5,034	5,236	5,445	5,663	5,244
Administration Expense	2,105	2,189	2,276	2,368	2,462	2,280
POL Supplies	2,311	2,403	2,500	2,600	2,703	2,503
Uniforms	86,314	89,766	93,357	97,091	100,975	93,501
Operating Supplies	125,019	130,020	135,221	140,630	146,255	135,429
Protective Clothing	179,145	186,311	193,763	201,514	209,575	194,062
Disaster Supplies	5,200	5,408	5,624	5,849	6,083	5,633
Equipment (4,999.99 or Less)	78,000	81,120	84,365	87,739	91,249	84,495
Computer Equipment/Software	5,641	5,866	6,101	6,345	6,599	6,110
Books/Subscriptions	4,883	5,078	5,281	5,493	5,712	5,289
Professional Dues	16,130	16,776	17,447	18,145	18,870	17,474
Training Expense	114,496	119,076	123,839	128,792	133,944	124,029
Community Promotion	18,437	19,175	19,942	20,739	21,569	19,972
Capital - Non-Apparatus	145,305	151,117	157,162	163,448	169,986	157,404
PM Repairs	16,334	16,987	17,667	18,373	19,108	17,694

	FY 2026-27 Assessable	FY 2027-28 Assessable	FY 2028-29 Assessable	FY 2029-30 Assessable	FY 2030-31 Assessable	5-Year Average
Fuel	24,419	25,396	26,412	27,468	28,567	26,453
TOTAL OPERATING EXPENSES	\$1,297,010	\$1,348,891	\$1,402,846	\$1,458,960	\$1,517,319	\$1,405,005
CAPITAL OUTLAY						
Vehicle Replacement	1,310,850	68,021	1,573,575	0	1,650,803	920,650
TOTAL CAPITAL OUTLAY	\$1,310,850	\$68,021	\$1,573,575	\$0	\$1,650,803	\$920,650
TOTAL EXPENDITURES	\$13,603,273	\$14,831,314	\$19,341,992	\$21,424,958	\$27,526,639	\$19,345,635
REVENUES						
Fire Plan Review	180,000	180,000	180,000	180,000	180,000	180,000
Inspection Fees	40,000	40,000	40,000	40,000	40,000	40,000
Windermere Fire Protection	749,678	787,162	826,520	867,846	911,238	828,489
TOTAL REVENUES	\$969,678	\$1,007,162	\$1,046,520	\$1,087,846	\$1,131,238	\$1,048,489
TOTAL EXPENDITURES	\$13,603,273	\$14,831,314	\$19,341,992	\$21,424,958	\$27,526,639	\$19,345,635
TOTAL REVENUES	\$969,678	\$1,007,162	\$1,046,520	\$1,087,846	\$1,131,238	\$1,048,489
TOTAL NET EXPENDITURES	\$12,633,595	\$13,824,152	\$18,295,473	\$20,337,112	\$26,395,401	\$18,297,146
ADDITIONAL COSTS						
Collection Costs @ 2% (tax collector)	279,829	303,828	402,099	446,970	580,119	402,569
Collection Costs @ 2% (property appraiser)	279,829	303,828	402,099	446,970	580,119	402,569
Statutory Discount @ 5% (4% early payment / 1% non-collection)	699,572	759,569	1,005,246	1,117,424	1,450,297	1,006,422
First Class Notices (17,000 x \$1.63)	27,710	0	0	0	0	5,542
Study Reimbursement	49,900	0	0	0	0	9,980
Legal Services	21,000	0	0	0	0	4,200
TOTAL ADDITIONAL COSTS	\$1,357,840	\$1,367,225	\$1,809,444	\$2,011,364	\$2,610,535	\$1,831,282
TOTAL ASSESSABLE COSTS	\$13,991,435	\$15,191,377	\$20,104,917	\$22,348,476	\$29,005,936	\$20,128,428

Computation of Fire Protection Assessments

Assessment Classifications

This section of the Memorandum includes the recommended parcel classifications and preliminary assessment rates as calculated within this Assessment Memorandum.

The City's fire protection assessment cost calculations provided herein are primarily based on information supplied by the City. The assessable cost projections developed by Accenture are designed to forecast preliminary annual assessment rates within each property use category based on the calculated assessable budget.

Special Benefit Assumptions

The following assumptions support a finding that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) preserving or lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection program; (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features; and (v) preserving and enhancing the value and marketability of property.
- The availability and provision of comprehensive fire services enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property and rental values within the City.

Apportionment Methodology

The following section describes the recommended assessment apportionment methodology for fire services based on: (i) the fire assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and the City's fire assessment database; and (iii) the fire incident data.

Cost Apportionment

To allocate the fire protection assessable costs among all property use categories, Accenture worked with City staff to develop a methodology to address the time spent in response to fire protection calls ("Demand Component") and the time available to respond to primary structure fire incidents ("Availability Component").

To develop the Demand and Availability Components, the City of Ocoee Fire Rescue staff determined the annual man-hours of availability to respond to calls within the City versus the annual man hours actually responding to fire protection calls, preparing for call responses and maintaining required training and testing. The City included the actual or estimated time associated with the following components in the annual demand man-hours:

- (1) Fire calls;
- (2) EMS calls;
- (3) Fire Resupply & Reports;
- (4) EMS Resupply & Reports; and
- (5) Training.

Based on the above, the City determined that 47,319.59 man-hours per year were spent on demand out of 183,960.00 total annual man-hours. Therefore, the remainder of the man-hours 136,640.41 or 74.282% of the man-hours per year, are available to respond to primary structure fire incidents and 25.72% of the annual man-hours are spent on demand.

Accordingly, 25.72% of the total five-year average fire protection assessable costs (\$5,177,587) were allocated to the Demand Component and 74.28% of the total five-year average fire protection assessable costs (\$14,950,841) were allocated to the Availability Component.

Cost Apportionment Assumptions

The following assumptions support findings that the cost apportionment used is fair and reasonable.

- Apportioning Fire Protection Assessed Costs among classifications of property based upon historical demand for fire protection services, but not Emergency Medical Services, is a fair and reasonable method of Cost Apportionment because it reflects the property uses' potential fire risk based upon Building use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special fire fighting equipment that must be available in accordance with the City's standards and practices.
- It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the Fire Protection Assessed Cost amounts determined to constitute the Emergency Medical Services Cost.
- Apportioning the Fire Protection Assessed Cost among classifications of property based upon both historical demand for fire protection services and available man-hours for Primary Structure response is fair and reasonable and proportional to the special benefit received and will ensure that no property is assessed an amount greater than the special benefit received.
- Apportioning the Fire Protection Assessed Costs between the City fire department's time spent in response to fire protection calls, response preparation mandatory training, and reporting -- the Demand Component -- and time available to respond to fire incidents -- the Availability Component -- is fair and reasonable and proportional to the special benefit received.
- EMS costs are not included in the Fire Protection Assessable Budget and are not funded by the Fire Protection Assessment.

Parcel Apportionment

Applying the foregoing cost apportionment methodology, fire protection assessment rates were computed for each category of property use in the City for the Demand Component and the Availability Component. The underlying assumptions and specific methodology for the parcel apportionment for each component is generally described below.

Demand Component Assumptions

The following assumptions support findings that the parcel apportionment for the Demand Component is fair and reasonable.

- Apportioning the percentage of the fire protection assessed costs relating to the Demand Component among classifications of property based upon historical demand for fire protection services, but not emergency medical services, is fair and reasonable because it reflects the property uses' potential fire risk based upon Building use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special fire fighting equipment that must be available in accordance with the City's standards and practices.
- The fire protection incident reports are the most reliable data available to determine the potential demand for fire protection services from property use and to determine the benefit to property use resulting from the demand for fire protection services to protect and serve buildings located within assessed property and their intended occupants. There exist sufficient fire protection incident reports that document the historical demand for fire protection services from assessed property within the property use categories. The demand percentage that has been determined for each property use category by an examination of such fire protection incident reports is consistent with the experience of the City. Therefore, the use of demand percentages that were determined by an examination of fire protection incident reports is a fair and reasonable method to apportion the fire protection assessed costs among the property use categories.
- The level of services required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property uses. Therefore, it is fair and reasonable to omit from the demand percentage calculation the fire protection incident reports documenting fire protection services provided to non-specific property uses. The City's budget is sized based upon its ability to provide service to property within its boundaries. Therefore, the level of services required to meet anticipated demand for fire protection services and the corresponding annual fire protection budget required to fund fire protection services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property use.

The following assumptions support findings that the Demand Component parcel apportionment applied in the Residential Property Use Classification (including single-family, mobile homes, condominiums, duplexes and multi-family) is fair and reasonable.

- The historical demand for fire protection services for multi-family and single-family residential property is substantially similar and any difference in the percentage of documented fire protection calls to such specific property uses is statistically insignificant.
- Neither the size nor the value of the residential property determines the scope of the required fire protection response. The potential demand for fire protection services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the percentage of the fire protection assessed costs relating to the Demand Component for fire services attributable to residential property on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical call data.
- As a consequence of the transient use and potential extraordinary vacancies within mobile home parks as compared to other residential property and the lack of demand for fire protection services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home park property.

The following assumptions support findings that the parcel apportionment applied in the Non-Residential Property Use Classification (including commercial, industrial/warehouse, and institutional) is fair and reasonable.

- The separation of non-residential property buildings by actual square footage is fair and reasonable for the purpose of parcel apportionment for the Demand Component because the demand for fire protection service is determined and measured by the actual square footage of structures and improvements within benefited parcels.
- The greater the building area, the greater the potential for a large fire and the greater amount of fire fighting resources that must be available in the event of a fire in a structure of that building's size. Therefore, it is fair and reasonable to use building area as a proxy for determining a tax parcel's demand component.
- In accordance with section 166.223, Florida Statutes, which mandates that the City treat recreational vehicle park property as commercial property for non-ad valorem special assessments levied by the City, like the fire protection assessment, it is fair and reasonable to treat each space within recreational vehicle park property as a building of commercial property and assign the square footage of 400 square feet, the maximum size of a recreational vehicle-type unit pursuant to s. 320.01(1)(b), Florida Statutes.
- The City has determined that the average mobile home located on RV park property in the City has a building area of 720 square feet. Since the actual building area of these mobile homes may not be readily available and the cost of measuring the building area for each mobile home would greatly exceed any benefit to be derived from individual measurement, it is fair and reasonable to assign each mobile home within an RV park an assumed building square footage of 720 square feet.
- As a consequence of the transient use and potential extraordinary vacancies within recreational vehicle parks as compared to other commercial property and the lack of demand for fire protection services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for recreational vehicle park property.

Demand Component Methodology

To develop the parcel apportionment methodology for the Demand Component, Accenture obtained information from the City in an electronic format, identifying the number and type of fire protection call responses within the City by City fire protection vehicles for Calendar Year 2024.

The City uses the Florida Fire Incident Reporting System (FFIRS) to record its fire incidents. The FFIRS is a tool for fire departments to report and maintain computerized records of fires and other department activities in a uniform manner.

A data field in the FFIRS, “type of situation found,” identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a codes list for the “type of situation found” as recorded on the fire incident reports used to identify EMS and non-EMS calls.

Another data field in the FFIRS, “fixed property use,” identifies the type of property that fire departments respond to for each fire incident. The fixed property uses correlate to property uses determined by the Orange County Property Appraiser on the ad valorem tax roll. Appendix B provides a codes list for the “fixed property use” as recorded on the fire incident reports.

Accenture analyzed the Calendar Year 2024 fire protection incident data from the FFIRS files to evaluate trends and determine if aberrations were present. The City fire protection data for Calendar Year 2024 represents 7,762 total incidents within the City.

Of the 7,762 total incidents, there were 5,847 incidents classified as EMS based on the type of situation found indicated on the incident reports. These 5,847 EMS incidents were not included in this analysis.

Of the 1,915 remaining non-EMS type calls, 1,136 were calls to specific property uses. The remaining 779 calls were considered non-specific. Because of the inability to correlate these calls to specific property categories, the call analysis does not include these 779 calls. The City’s budget is sized based upon its ability to provide service to specific property within its boundaries. Therefore, the level of services required to meet anticipated demand for fire services and the corresponding annual fire budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property use.

Due to the urbanized nature of the City, the suppression of fires on vacant land and unimproved agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and unimproved agricultural property were treated as non-specific and not utilized in the cost apportionment.

Using the fixed property use codes, the remaining 1,136 calls to specific properties were assigned to the following property use categories: residential, commercial, industrial/warehouse, and institutional.

Once the assignment of the incidents was made to the property use categories, the time in service based on the number of man-hours was determined for each incident and aggregated by property use category. The time in service was determined by using two data fields in the FFIRS, the “call

start time” and the “call clear time” were used for the start and end times of the calls. The total man-hours for each incident were determined by analyzing three other data fields in the FFIRS: “Suppression Personnel”, “Rescue Personnel”, and “Other Personnel”. The calculation is as follows.

1. Call Clear Time – Call Start Time = Call Duration Minutes
2. Fire Personnel + Rescue Personnel + Other Personnel = Total Personnel
3. Total Personnel * Call Duration Minutes = Total Personnel Minutes
4. Personnel Minutes/60 (rounded up to 1 decimal place) = Man Hours for each incident

The Time in Service for fire rescue services provides an accurate measure of the fire department personnel, apparatus and other resources employed by the City to provide fire rescue services to each Property Use Category. Therefore, it is fair and reasonable to apportion the Fire Rescue Assessed Costs among the Property Use Categories based upon the proportionate Time in Service for each Property Use Category. Table 8 outlines the property use category assignment of fire type incidents and proportionate number of man-hours based on the analysis conducted by Accenture.

Table 8
Man Hours by Category (Calendar Year 2024)

Property Category	Manhours	Percent of Man Hours
Residential	1,490.34	65.83%
Commercial	451.67	19.95%
Industrial/Warehouse	74.3	3.28%
Institutional	247.6	10.94%
Total	2,263.91	100%

The portion of the five-year average assessable costs to provide fire protection services based on the Demand Component were apportioned among property use categories based upon the historical demand for fire protection services reflected by the fire incident data reported to the State Fire Marshal. This apportionment is illustrated in Table 9.

Table 9
Demand Component Cost Apportionment (Five-Year Average)

Property Category	Manhours	Percent of Man Hours	Portion of Budget
Residential	1,490.34	65.83%	\$3,408,424
Commercial	451.67	19.95%	\$1,032,974
Industrial/Warehouse	74.3	3.28%	\$169,925
Institutional	247.6	10.94%	\$566,264
Total	2,263.91	100%	\$5,177,587

The share of the Demand Component fire protection assessable costs apportioned to each property use category was further apportioned among the parcels of property within each property use category in the manner described in Table 10.

Table 10**Demand Component Parcel Apportionment within Property Use Categories**

Category	Parcel Apportionment
Residential	Dwelling Unit
Non-Residential	
➤ Commercial	Improvement Area Per Building (Square Footage)
➤ Industrial/Warehouse	
➤ Institutional	

Availability Component Assumptions

The following assumptions support findings that the parcel apportionment for the Availability Component is fair and reasonable.

- Apportioning the percentage of the fire protection assessed cost relating to the Availability Component among parcels containing primary structures based upon the City Fire Protection Department's man-hours necessary for availability to respond to fire calls is fair and reasonable and proportional to the special benefit received by such structures.
- Assessed properties specially benefit from the availability of a professional fire protection services program within the City through lowered fire insurance premiums and the protection of the life and safety of the occupants of the property.
- The potential demand for fire protection services availability is generated by the total quantity of improved properties within the City. Therefore, it is fair and reasonable to apportion the fire protection assessed costs for the Availability Component pursuant to the square footage of buildings represented by equivalent dwelling units (EDUs), based on the average size of a residential dwelling unit.
- The Fire Protection Department's staffing for potential responses to residential structure fire calls is the same for multi-family and single family residential property and is not dictated by the size of the structure, but rather by the presence of a dwelling unit, therefore it is fair and reasonable to apportion the Availability Component to all residential property uniformly without distinction as to the type of dwelling or size of the residential structure, by assigning 1 EDU to each dwelling unit.
- The Fire Protection Department's staffing for potential responses to non-residential primary structure fire calls varies according to the size of the building therefore it is fair and reasonable to apportion the Availability Component to non-residential properties on the basis of the size of the buildings on the tax parcel represented by EDUs.
- It is fair and reasonable to allocate the Availability Component to non-residential properties based on the number of equivalent dwelling units or EDUs of buildings on the parcel because such allocation provides a reasonable estimation of the costs of the availability of fire protection staff, services, facilities and programs for such structures.

Availability Component Methodology

To develop the Availability Component, the City analyzed the ad valorem tax roll data to determine the average square footage for a typical residence within the City or the equivalent dwelling unit (EDU). For City of Ocoee, the EDU value is equal to 2,423 square feet. This EDU value was then used to calculate the number of EDUs attributable to primary structures on each parcel of non-residential property.

Property Data

The City provided Accenture with information from the special assessment roll developed by City staff and based on the ad valorem tax roll from the Orange County Property Appraiser's office to develop the billing unit information used to calculate assessment rates.

Each property use within the City on the ad valorem tax roll was assigned to one or more of the property use categories based on their assignment of use by the Orange County Property Appraiser or verification of use obtained through field research. The Property Appraiser assigns a building improvement code based on a building's assigned use on a parcel of property. The City conducted an analysis regarding building improvement types based on the assignment of use by the Orange County Property Appraiser or verification obtained through field research. A list of Building Improvement Codes used by the Orange County Property Appraiser is provided as Appendix C.

Further analysis was conducted of the parcels based on the Florida Department of Revenue (DOR) property use codes reflected in the Rule 12D-8.008, Florida Administrative Code. A listing of DOR codes, associated property description is provided as Appendix D.

For parcels assigned to the Residential Property Use Category, the City utilized the total number of dwelling units within the City as determined from the building files on the ad valorem tax roll or through use of field research.

For parcels within the Non-Residential Property Use Category (commercial, industrial/warehouse, and institutional), the City utilized the amount of square footage of the non-residential structures as determined from the building files on the ad valorem tax roll or through the use of field research.

For RV Parks, in accordance with section 166.223, Florida Statutes, which mandates that the City treat RV park property as commercial property for non-ad valorem special assessments levied by the City, like the fire assessment, each RV space within a recreational vehicle park property was assign the square footage of 400 square feet. Each mobile home space within an RV Park was assigned 720 square feet.

Table 11 below provides the units for each property use category for both the Demand and Availability Component.

Table 11
Property Data Unit Counts by Property Use Category

Category	Demand		Availability	
	Number of	Unit Type	Number of Units	Unit Type
Residential	17,831	Dwelling Unit	17,830.55	EDU
Commercial	4,798,825	Square Feet	1,980.53	EDU
Industrial/Warehouse	4,080,171	Square Feet	1,683.93	EDU
Institutional	2,645,209	Square Feet	1,091.71	EDU

Computation of Fire Protection Special Assessment Rates–Demand Component

Applying the parcel apportionment methodology for the Demand Component, the Demand Component fire protection assessment rates were computed for each category of property use in the City. Based on the Demand Component portion of the assessable costs of providing fire protection services, the number of fire calls apportioned to specific property categories, and the number of billing units within the specific property categories, Table 12 summarizes the recommended Demand Component assessment rates after application of the fire protection assessment methodology at 100 percent of the five-year average assessable costs for the Demand Component.

Table 12
Fire Protection Assessment Rates – Demand Component (Five-Year Average)

Category	Demand Component
Residential	Per Dwelling Unit
Residential	\$191.16
Non-Residential	Per Square Foot
Commercial	\$0.216
Industrial/Warehouse	\$0.042
Institutional	\$0.215

Computation of Fire Protection Special Assessment Rates – Availability Component

Applying the parcel apportionment methodology for the Availability Component, the Availability Component fire protection assessment rate per EDU was calculated. Based on the Availability Component portion of the assessable costs of providing fire protection services and the number

of EDUs within the Fire Services Area, Table 13 summarizes the recommended Availability Component assessment rate after application of the updated fire protection assessment methodology at 100 percent of the five-year average assessable costs for the Availability Component.

Table 13
Fire Protection Assessment Rates – Availability Component (Five-Year Average)

	Five-Year Average
Total Assessment Funding Requirement	\$14,950,841
Total Number of EDUs	22,586.72
Rate Per EDU	\$661.93

Table 14 summarizes the recommended combined assessment rates after application of the fire protection assessment methodology for all property categories at 100 percent of the five-year average assessable costs for both the Demand Component and the Availability Component.

Table 14
Fire Protection Assessment Rates–Combined (Five-Year Average)

Category	Demand Component	Availability Component
Residential	Per Dwelling Unit	Per EDU
Residential	\$191.16	\$661.93
Non-Residential	Per Square Foot	Per EDU
Commercial	\$0.216	\$661.93
Industrial/Warehouse	\$0.042	\$661.93
Institutional	\$0.215	\$661.93
Estimated Gross Revenue		\$20,128,428
Estimated Exemption		\$1,359,764
Estimated Net Revenue		\$18,768,664

Table 15 summarizes the recommended combined assessment rates after application of the fire protection assessment methodology for all property categories at 40 percent of the five-year average assessable costs for both the Demand Component and the Availability Component.

Table 15
Fire Protection Assessment Rates–Combined @ 40%

Category	Demand Component	Availability Component
Residential	Per Dwelling Unit	Per EDU
Residential	\$76.47	\$264.77
Non-Residential	Per Square Foot	Per EDU
Commercial	\$0.087	\$264.77
Industrial/Warehouse	\$0.017	\$264.77
Institutional	\$0.086	\$264.77
Estimated Gross Revenue		\$8,051,371
Estimated Exemption		\$543,935
Estimated Net Revenue		\$7,507,436

Table 16 summarizes the recommended combined assessment rates after application of the fire protection assessment methodology for all property categories at 36 percent of the five-year average assessable costs for both the Demand Component and the Availability Component.

Table 16
Fire Protection Assessment Rates–Combined @ 36%

Category	Demand Component	Availability Component
Residential	Per Dwelling Unit	Per EDU
Residential	\$68.82	\$238.29
Non-Residential	Per Square Foot	Per EDU
Commercial	\$0.078	\$238.29
Industrial/Warehouse	\$0.015	\$238.29
Institutional	\$0.078	\$238.29
Estimated Gross Revenue		\$7,246,234
Estimated Exemption		\$491,145
Estimated Net Revenue		\$6,755,089

Exemptions and Impact of Exemptions

Because the fire protection assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City's general funds.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City's general fund. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

Whether or not the City decides to fund exemptions for fire protection assessments on property owned by non-governmental entities would be based upon a determination that such exemptions constituted a valid public purpose. The importance of special assessments on non-governmental, tax-exempt parcels has been addressed by the Florida Supreme Court in Sarasota County v. Sarasota Church of Christ, 667 So.2d 180 (Fla. 1995) (In reciting the facts of the case on appeal, the Court stated that the party challenging the assessment consisted of religious organizations or entities owning developed real property in Sarasota County [the Churches] that are exempt from ad valorem taxes but not from special assessments.) The funding of exemptions for non-governmentally owned institutional property wholly exempt from ad valorem taxes could be based on a finding that such properties provide facilities and uses to their ownership, occupants or membership, as well as the public in general, that otherwise might be required to be provided by the County. Such a finding would be the basis for a determination that such properties served a legitimate public purpose or provided a public benefit that merited the City's funding of an exemption from the fire protection assessment.

In identifying an appropriate exemption scheme, the City should be cautious not to confuse the ownership of a parcel with the parcel's use. For example, a determination to exempt properties used for institutional purposes would have to be extended to similar institutional property owned by entities created for profit, as well as institutional property owned by non-profit or governmental entities. However, if the City wanted to make the policy decision to narrow the exemption to only institutional property owned by not-for-profit entities, it might consider adding a second test to the exemption which afforded exemptions to institutional properties which were wholly exempt from

ad valorem taxes. Adding the tax-exempt criteria further narrows the exemption on a well-tested tax-exempt premise.

Whether the City decides to charge governmental entities or fund exemptions on governmentally-owned property requires somewhat different considerations. First, a forced sale of government property is not available as an enforcement mechanism. The charge to governmentally-owned parcels would be more akin to a service fee for each government parcel's proportionate benefit from the availability and provision of fire protection services by the City. The billing would be direct, received by government buildings and facilities. Enforcement would be by judicial proceedings to require payment. As to each level of government, differing concepts of immunity and other statutory provisions or case law decisions may prevent collection or frustrate special assessment imposition.

State and federal laws contain a patchwork of provisions exempting certain governmental property owners from the payment of special assessments. For example, section 423.02, Florida Statutes, exempts certain housing projects from the payment of special assessments. This general law does provide that a housing authority may agree with a local government to make payments in lieu of taxes, but past experience is that such an agreement, if in existence at all, under-funds the impact of such properties on a City's fire assessable cost calculations.

Accordingly, if the City chooses to exempt governmentally-owned property from the fire protection assessment and fund such costs from interlocal agreement with the affected government or from the City's general fund, it is important that the City take steps to set up a reasonable contingency within its general budget to fund the cost incurred in providing fire protection services to governmentally-owned properties.

Table 17 summarizes the estimated Fiscal Year 2026-27 impact of exempting governmental property and institutional tax exempt buildings.

Table 17
Estimated Impact of Exemptions @ 100% (Five-Year Average)

Financial Classification	Five-Year Average
Estimated Assessable Costs	\$20,128,428
Estimated Buy-down for Exemptions	\$1,359,764
Estimated Net Revenue	\$18,768,664

Outstanding Issues

Issue 1: Exemption Of Institutional Tax-Exempt Parcels (Non-Government)

The aggregate cost for the fire services that are available to institutional, wholly tax-exempt properties was estimated as part of the Institutional Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within this Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt institutional, tax-exempt property, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels. With any exemption, care should be taken to craft and ensure a non-discriminatory exemption class based upon valid public purpose concepts.

Issue 2: Exemption Of Governmental Parcels

In addition to the institutional, wholly tax-exempt properties, the aggregate cost for fire services provided to schools and governmental properties (municipalities, county, state, federal and any sovereign state or nation) was also estimated as part of the Institutional Property Use Category based on an analysis of each parcel's use. The fair apportionment concepts in the methodology provided within Assessment Memorandum require an identification of the calls for service to these properties and, therefore, their respective costs. In the event that a policy decision is made to exempt governmental property, the proportional assessed costs allocated to such exemptions must be funded from other legally available sources because the financial burden of such exemption cannot be apportioned to non-exempt parcels.

Issue 3: Collection of Assessments From Governmental Parcels

A special assessment can be imposed against governmental property to pay for the benefits that such property receives. However, as to each level of government, differing concepts of immunity and other statutory provisions or case law may prevent collection or frustrate special assessment imposition. In addition, Florida case law is clear that the payment of such assessments cannot be enforced by a lien against the public property. Rather, the enforcement remedy would be a judicial action to compel payment. A collateral issue in enforcing payment is the legislative authorization of the public agency to pay the charge or special assessment imposed. Thus, the law establishing the expenditure authority of the specific governmental or public agency or its appropriation discretion must be examined to determine whether the governmental unit has the authority to pay a charge or assessment for fire services provided by the City. From a collection standpoint, each governmental unit should be sent a separate bill and no attempt should be made to collect the special assessment using the Uniform Method.

Issue 4: Mobile Home Vehicle Park Vacancy Credit

As a consequence of the transient use and potential extraordinary vacancies within mobile home parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home park properties. Vacant mobile home spaces within a mobile home

park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home spaces.

Issue 5: Recreational Vehicle Park Vacancy Credit

As a consequence of the transient use and potential extraordinary vacancies within RV parks as compared to other commercial property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment for RV park properties. All RV spaces within an RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant RV spaces, pursuant to section 166.223, Florida Statutes.

Issue 6: Non-Specific Calls

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and, therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls. Further, even if such calls did affect the cost of the department's operations, there are sufficient non-assessment revenues available to offset any impact upon the budget.

Issue 7: Apportionment Methodology

The apportionment methodology is based on the level of services and resources currently being provided by the City. Any changes in the level of services or resources within the City could affect the apportionment methodology and should be analyzed prior to imposition of future fire assessments.

Issue 8: Administrative Factor Calculation

The administrative factor calculation was based on information provided by the City for normal staffing levels. Any changes to the staffing levels could result in a revised administrative factor that could increase or decrease the amount of assessable costs to be collected.

Issue 9: Verification of Real Property Assessment Roll Data.

Data utilized to assign rate categories and the number of billing units per category is based upon information provided by the City as maintained on the real property assessment roll maintained by the Orange County Property Appraiser for the levy of ad valorem taxes. A successful assessment program collected under the Uniform Method must use the information maintained by the property appraiser on the ad valorem tax roll. However, property appraisers are charged only with the responsibility of determining the value of all property within each City and maintaining certain records contained therewith, specifically the preparation of the ad valorem tax roll. The ad valorem tax roll is designed solely to provide the data required by property appraisers to fulfill their charge of assessing the value of property. In contrast, assessment programs focus on property use, size of improvements and other characteristics. A majority of the information used for the development of the assessment rates was provided in the ad valorem tax roll as determined by the City. However, further verification of the data for some parcels of property was conducted by City staff.

Appendix A

Situation Found Codes and Descriptions

Situation Found Codes and Descriptions

Situation Found Code	Description	EMS
100	Fire, other	No
111	Building fires	No
112	Fires in structures other than in a building	No
113	Cooking fire, confined to container	No
118	Trash or rubbish fire, contained	No
120	Fire in mobile prop. used as a fixed struc., other	No
122	Fire in motor home, camper, recreational vehicle	No
130	Mobile property (vehicle) fire, other	No
131	Passenger vehicle fire	No
132	Road freight or transport vehicle fire	No
138	Off-road vehicle or heavy equipment fire	No
140	Natural vegetation fire, other	No
142	Brush, or brush and grass mixture fire	No
143	Grass fire	No
150	Outside rubbish fire, other	No
151	Outside rubbish, trash or waste fire	No
154	Dumpster or other outside trash receptacle fire	No
161	Outside storage fire	No
162	Outside equipment fire	No
163	Outside gas or vapor combustion explosion	No
210	Overpressure rupture from steam, other	No
251	Excessive heat, scorch burns with no ignition	No
300	Rescue, emergency medical call (EMS) call, other	Yes
311	Medical assist, assist EMS crew	Yes
320	Emergency medical service, other	Yes
321	EMS call, excluding vehicle accident with injury	Yes
322	Vehicle accident with injuries	Yes
323	Motor vehicle/pedestrian accident (MV Ped)	Yes
324	Motor vehicle accident with no injuries	No
331	Lock-in (if lock out , use 511)	No
340	Search, other	No
342	Search for person in water	No
350	Extrication, rescue, other	No
352	Extrication of victim(s) from vehicle	No
353	Removal of victim(s) from stalled elevator	No
357	Extrication of victim(s) from machinery	No
365	Watercraft rescue	No
381	Rescue or EMS standby	Yes
400	Hazardous condition, other	No
410	Flammable gas or liquid condition, other	No

Situation Found Code	Description	EMS
411	Gasoline or other flammable liquid spill	No
412	Gas leak (natural gas or LPG)	No
420	Toxic condition, other	No
421	Chemical hazard (no spill or leak)	No
422	Chemical spill or leak	No
424	Carbon monoxide incident	No
440	Electrical wiring/equipment problem, other	No
441	Heat from short circuit (wiring), defective/worn	No
442	Overheated motor	No
444	Power line down	No
445	Arcing, shorted electrical equipment	No
460	Accident, potential accident, other	No
461	Building or structure weakened or collapsed	No
463	Vehicle accident, general cleanup	No
480	Attempted burning, illegal action, other	No
500	Service Call, other	No
510	Person in distress, other	No
511	Lock-out	No
512	Ring or jewelry removal	No
520	Water problem, other	No
522	Water or steam leak	No
531	Smoke or odor removal	No
540	Animal problem, other	No
541	Animal problem	No
542	Animal rescue	No
550	Public service assistance, other	No
551	Assist police or other governmental agency	No
552	Police matter	No
553	Public service	No
554	Assist invalid	Yes
555	Defective elevator, no occupants	No
561	Unauthorized burning	No
600	Good intent call, other	No
611	Dispatched & canceled en route	No
621	Wrong location	No
622	No incident found at dispatch address	No
631	Authorized controlled burning	No
641	Vicinity alarm (incident in other location)	No
651	Smoke scare, odor of smoke	No
652	Steam, vapor, fog or dust thought to be smoke	No
653	Barbecue, tar kettle	No
671	Hazmat release investigation w/ no hazmat	No
700	False alarm or false call, other	No
710	Malicious, mischievous false call, other	No

Situation Found Code	Description	EMS
711	Municipal alarm system, malicious false alarm	No
714	Central station, malicious false alarm	No
715	Local alarm system, malicious false alarm	No
730	System malfunction, other	No
731	Sprinkler activation due to malfunction	No
733	Smoke detector activation due to malfunction	No
734	Heat detector activation due to malfunction	No
735	Alarm system sounded due to malfunction	No
736	CO detector activation due to malfunction	No
740	Unintentional transmission of alarm, other	No
740	Sprinkler activation, no fire - unintentional	No
743	Smoke detector activation, no fire - unintentional	No
744	Detector activation, no fire - unintentional	No
745	Alarm system sounded, no fire - unintentional	No
746	Carbon monoxide detector activation, no CO	No
813	Wind storm, tornado/hurricane assessment	No
814	Lightning strike (no fire)	No
900	Special type of incident, other	No

Appendix B

Fixed Property Use Codes and Descriptions

Fixed Property Use Codes and Descriptions

Fixed Property Use Code	Description	Category
100	Assembly, other	Non-Specific
110	Fixed use recreation places, other	Commercial
120	Variable use amusement, recreation places	Commercial
121	Ballroom, gymnasium	Commercial
124	Playground	Commercial
129	Amusement center: indoor/outdoor	Commercial
130	Places of worship, funeral parlors	Institutional
131	Church, mosque, synagogue, temple, chapel	Institutional
134	Funeral parlor	Institutional
141	Athletic/health club	Institutional
142	Clubhouse	Commercial
150	Public or government, other	Institutional
151	Library	Institutional
155	Courthouse	Institutional
160	Eating, drinking places	Commercial
161	Restaurant or cafeteria	Commercial
162	Bar or nightclub	Commercial
173	Bus station	Commercial
183	Movie theater	Commercial
200	Educational, other	Institutional
210	Schools, non-adult	Institutional
211	Preschool	Institutional
213	Elementary school, including kindergarten	Institutional
215	High school/junior high school/middle school	Institutional
241	Adult education center, college classroom	Institutional
254	Day care, in commercial property	Commercial
300	Health care, detention, & correction, other	Institutional
311	24-hour care Nursing homes, 4 or more persons	Institutional
321	Mental retardation/development disability facility	Institutional
331	Hospital - medical or psychiatric	Institutional
332	Hospices	Institutional
340	Clinics, Doctors offices, hemodialysis centers	Institutional
341	Clinic, clinic-type infirmary	Institutional
342	Doctor, dentist or oral surgeon's office	Commercial
361	Jail, prison (not juvenile)	Institutional
365	Police station	Institutional
400	Residential, other	Residential
419	1 or 2 family dwelling	Residential
429	Multifamily dwellings	Residential
439	Boarding/rooming house, residential hotels	Residential
449	Hotel/motel, commercial	Commercial

Fixed Property Use Code	Description	Category
460	Dormitory type residence, other	Institutional
500	Mercantile, business, other	Commercial
511	Convenience store	Commercial
519	Food and beverage sales, grocery store	Commercial
529	Textile, wearing apparel sales	Commercial
549	Specialty shop	Commercial
557	Personal service, including barber & beauty shops	Commercial
559	Recreational, hobby, home repair sales, pet store	Commercial
571	Service station, gas station	Commercial
579	Motor vehicle or boat sales, services, repair	Commercial
580	General retail, other	Commercial
581	Department or discount store	Commercial
592	Bank	Commercial
593	Office: veterinary or research	Commercial
596	Post office or mailing firms	Institutional
599	Business office	Commercial
639	Communications center	Industrial/Warehouse
644	Gas distribution, pipeline, gas distribution	Industrial/Warehouse
647	Water utility	Industrial/Warehouse
669	Forest, timberland, woodland	Non-Specific
700	Manufacturing, processing	Industrial/Warehouse
800	Storage, other	Industrial/Warehouse
807	Outside material storage area	Non-Specific
808	Outbuilding or shed	Non-Specific
880	Vehicle storage, other	Industrial/Warehouse
882	Parking garage, general vehicle	Industrial/Warehouse
888	Fire station	Institutional
891	Warehouse	Industrial/Warehouse
898	Dock, marina, pier, wharf	Industrial/Warehouse
899	Residential or self storage units	Industrial/Warehouse
900	Outside or special property, other	Non-Specific
931	Open land or field	Non-Specific
935	Campsite with utilities	Commercial
936	Vacant lot	Non-Specific
940	Water area, other	Non-Specific
946	Lake, river, stream	Non-Specific
951	Railroad right of way	Non-Specific
960	Street, other	Non-Specific
961	Highway or divided highway	Non-Specific
962	Residential street, road or residential driveway	Non-Specific
963	Street or road in commercial area	Non-Specific
981	Construction site	Non-Specific
984	Industrial plant yard - area	Industrial/Warehouse
985	Vehicle parking area	Non-Specific

Fixed Property Use Code	Description	Category
000	Property Use, other	Non-Specific
NNN	None	Non-Specific
UUU	Undetermined	Non-Specific

Appendix C

Building Improvement Codes

Building Improvement Codes

Building Improvement Code	Description	Category
0102	SINGLE FAMILY RESIDENTIAL CLASS II	Residential
0103	SINGLE FAMILY RESIDENTIAL CLASS III	Residential
0104	SINGLE FAMILY RESIDENTIAL CLASS IV	Residential
0120	TOWNHOUSE	Residential
0121	CLASS II TOWNHOUSE	Residential
0122	Townhouse Class III	Residential
0201	CLASS I MANUFACTURED HOME	Residential
0202	CLASS II MANUFACTURED HOME	Residential
0203	MANUFACTURED HOME	Residential
0310	MODERN APARTMENT COMPLEX	Residential
0314	Mid-Rise Apartment	Residential
0349	Multi-Family 11-49 Units	Residential
0400	CONDOMINIUM - RESIDENTIAL	Residential
0411	CONDOMINIUM - RETAIL	Commercial
0417	CONDOMINIUM - OFFICE 1-3 FLOORS	Commercial
0419	CONDOMINIUM - PROFESSIONAL BUILDING	Commercial
0421	CONDOMINIUM - RESTAURANT	Commercial
0448	CONDOMINIUM - WAREHOUSE	Industrial/Warehouse
0499	CONDO - LAND ONLY	Not Charged
0600	RETIREMENT HOMES	Institutional
0805	5-UNIT DUPLEX	Residential
0812	DUPLEX	Residential
0813	TRIPLEX	Residential
0822	CLASS II DUPLEX	Residential
1004	Vacant Condo Site	Not Charged
1100	STORE 1 STORY	Commercial
1105	Retail Multi-Tenant	Commercial
1107	Retail Multi-Tenant II	Commercial
1110	CONVENIENCE STORE	Commercial
1115	Free Standing Retail	Commercial
1120	Drug Store	Commercial
1125	Big Box Rtl Small	Commercial
1130	Big Box Retail Med	Commercial
1135	Big Box Retail Large	Commercial
1200	COMMERCIALLY CONVERTED SINGLE FAMILY RESIDENTIAL	Commercial
1210	Store/Office/Res Class 2	Commercial
1300	DEPARTMENT STORE	Commercial
1400	SUPERMARKET	Commercial
1500	SHOPPING CENTER REGIONAL	Commercial
1600	SHOPPING CENTER LOCAL	Commercial
1610	Neighborhood Center	Commercial
1700	OFFICE 1 TO 3 STORY	Commercial
1702	OFFICE 1 TO 3 STORY	Commercial

Building Improvement Code	Description	Category
1800	OFFICE 4 OR MORE STORIES	Commercial
1900	PROFESSIONAL BUILDING	Commercial
1910	CHILD CARE FACILITY	Commercial
1911	Child Care Center Class II	Commercial
2100	RESTAURANT	Commercial
2200	CHAIN RESTAURANT	Commercial
2300	FINANCIAL INSTITUTION	Commercial
2704	Rv/Motorcycle Dealership	Commercial
2705	Auto Sales - Used	Commercial
2720	TIRE DEALER	Commercial
2730	LUBE FACILITY	Commercial
2740	VEHICLE REPAIR	Commercial
2751	Car Wash Drive Thru	Commercial
2752	Car Wash Automatic	Commercial
2800	PARKING GARAGE	Industrial/Warehouse
3000	GREENHOUSE	Not Charged
3200	THEATER, ENCLOSED	Commercial
3400	RECREATION/CLUB BUILDING/MEETING	Commercial
3800	GOLF COURSE	Commercial
3910	AVERAGE HOTEL	Commercial
4100	LIGHT MANUFACTURING	Industrial/Warehouse
4400	PACKING PLANT/COLD STORAGE FREEZERS	Industrial/Warehouse
4610	FOOD PROCESSING FREEZER	Industrial/Warehouse
4800	WAREHOUSE	Industrial/Warehouse
4807	Ind Warehouse II	Industrial/Warehouse
4808	Ind Distribution I	Industrial/Warehouse
4810	DISTRIBUTION WAREHOUSE	Industrial/Warehouse
4820	Mini Warehouse	Industrial/Warehouse
4825	Mini Warehouse	Industrial/Warehouse
4830	TRUCK TERMINAL	Industrial/Warehouse
4900	BARN/SHED	Not Charged
7100	CHURCH	Institutional
7200	SCHOOL/COLLEGE	Institutional
7400	HOME FOR THE AGED	Institutional
7600	MORTUARY	Commercial
7700	CLUB/LODGE/HALL	Institutional
8000	NOT USED	Not Charged
8300	PUBLIC SCHOOL	Institutional
8500	HOSPITAL	Institutional
8600	COUNTY BUILDING	Institutional
8800	FEDERAL BUILDING	Institutional
8900	MUNICIPAL BUILDING	Institutional
9100	UTILITIES	Industrial/Warehouse

Appendix D

Florida Department of Revenue (DOR) Property Use Codes

DOR Codes

DOR Code	Description	
0000	VACANT	
0100	SINGLE FAMILY	
0200	MOBILE HOME	
0300	MULTIFAMILY	
0400	CONDOMINIUM	
0500	COOPERATIVE	
0600	RETIREMENT	
0700	MISC. RESIDENCE	
0800	MFR <10 UNITS	
0900	COMMON AREA	Not Charged
1000	VACANT COMM	
1100	STORES	
1200	STORE/OFF/RES	
1300	DEPT STORE	
1400	SUPERMARKET	
1500	SH CTR REGIONAL	
1600	SH CTR CMMITY	
1601	SH CTR NBHD	
1700	OFFICE 1 STORY	
1701	POST OFFICE	
1800	OFF MULTISTORY	
1900	PROF OFFICES	
2000	AIRPORT	
2100	RESTAURANT	
2200	REST, DRIVE-IN	
2300	FINANCIAL	
2400	INSURANCE	
2500	SERVICE SHOPS	
2600	SERV STATIONS	
2700	AUTO SALES	
2800	PKG LOT (COMM)	
2801	MOBILE HOME PARK	
2900	WHOLESALE	
3000	FLORIST	
3100	DRV-IN THEATER	
3200	THEATER	
3300	NIGHT CLUBS	
3400	BOWLING ALLEY	
3500	TOURIST ATTRACTION	
3600	CAMPS	
3700	RACETRACK	
3800	GOLF COURSE	
3900	MOTEL	
4000	VACANT INDUSTRIAL	
4100	LIGHT MFG	
4200	HEAVY MFG	
4300	LUMBER YD/MILL	

DOR Code	Description
4400	PACKING
4500	BOTTLER
4600	FOOD PROCESSING
4700	MIN PROCESSING
4800	WAREH/DIST TERM
4900	OPEN STORAGE
5000	IMPROVED AGRI
5100	CROP SOIL CLASS1
5200	CROP SOIL CLASS2
5300	CROP SOIL CLASS3
5400	TMBR SI 90+
5500	TMBR SI 80-89
5600	TMBR SI 70-79
5700	TMBR SI 60-69
5800	TMBR SI 50-59
5900	TMBR NOT CLSSFD
6000	GRZG SOIL CLASS1
6100	GRZG SOIL CLASS2
6200	GRZG SOIL CLASS3
6300	GRZG SOIL CLASS4
6400	GRZG SOIL CLASS5
6500	GRZG SOIL CLASS6
6600	ORCHARD GROVES
6700	POUL/BEES/FISH
6800	DAIRIES/FEEDLTS
6900	ORN/MISC AGRI
7000	VACANT INSTITUTIONAL
7100	CHURCHES
7200	PRV SCHL/COLL
7300	PRV HOSPITAL
7400	NURSING HOME
7500	ORPHNG/NON-PROF
7600	MORT/CEMETERY
7700	CLB/LDG/UN HALL
7800	SANI/ REST HOME
7900	CULTURAL
8000	WATER MGT DIST
8100	MILITARY
8200	FOREST/PK/REC
8300	PUB CTY SCHOOL
8400	COLLEGE
8500	HOSPITAL
8600	CTY INC NONMUNI
8700	STATE
8800	FEDERAL
8900	MUNICIPAL
9000	LEASEHOLD INT
9100	UTILITY
9200	MING/PET/GASLND

DOR Code	Description	
9300	SUBSURF RIGHTS	Not Charged
9400	RIGHT-OF-WAY	Not Charged
9500	RIVERS/LAKES	Not Charged
9600	SEWG/WASTE LAND	Not Charged
9700	OUTDR REC/PK LD	
9800	CENTRALLY ASSD	Not Charged
9900	ACRG NOT ZND AG	
9999	EXEMPT	

