



OCOEE CITY COMMISSION

Ocoee Commission Chambers
1 N. Bluford Avenue
Ocoee, Florida

November 7, 2023

AGENDA

6:15 PM

REGULAR CITY COMMISSION MEETING

• CALL TO ORDER

Invocation

Pledge of Allegiance

Roll Call and Determination of Quorum

• PRESENTATIONS AND PROCLAMATIONS

Proclamations for November 2023. **(Mayor Johnson)**

- Day of Remembrance
- National Apprenticeship Week

• 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, 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 October 17, 2023. **(City Clerk Sibbitt)**
2. Approval of New Appointment to the Human Relations Diversity Board (HRDB). **(City Clerk Sibbitt)**
3. Approval of Reappointments to the Parks and Recreation Board. **(City Clerk Sibbitt)**
4. Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Ocoee Village Center Offsite. **(Development Engineer Keaton)**
5. Approval of Ocoee Village Center Agreement for Transfer of \$400,000 for the Fire Station and Non-substantial Amendment to the PUD. **(Development Services Director Rumer)**
6. Approval of Identity Theft and Fraud Grant. **(Deputy Police Chief McKinstry)**
7. Approval to Relinquish Police Department Drones to FDLE for Cost Reimbursement. **(Police Chief Plasencia)**

8. Approval of Subgrant for FDOT Highway Traffic Safety Funds. **(Police Chief Plasencia)**
9. Approval of the Seventh Amendment to the Photo Enforcement Services Agreement. **(Police Chief Plasencia)**
10. Approval of Resolution for the Regulation of Roadside Memorials. **(Police Chief Plasencia)**
11. Approval of 2023-2024 Budget Equipment and Vehicle Purchases. **(Public Works Director Krug)**
12. Approval of 2023-2024 Traffic Signal Capital Improvement Projects with Control Specialists. **(Public Works Director Krug)**
13. Authorization for Microsoft Enterprise License Agreement Payment. **(Support Services Director Gaines)**
14. Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Utilities Administration Building. **(Utilities Director Croteau)**
15. Approval to Replace Mechanical Components in Clarifier 3. **(Utilities Director Croteau)**
16. Authorization to Use a Contract for Owner's Representative Services (RFP #23-005) with ZHA Incorporated for Conducting a Review of the Wastewater Operation in Conjunction with the Existing Lease with Forest Lake Golf Course. **(Utilities Director Croteau)**

• **FIRST READING OF ORDINANCE**

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

17. Second Reading of Ordinance for The Backyard Annexation & Rezoning from County A-1 to City C-2 - AX-07-28-06 & RZ-23-07-06. **(Zoning Manager Whitfield)**

• **PUBLIC HEARING**

18. 606 Ocoee Apopka Road - Sports Training Facility Large Scale Preliminary Site Plan - LS-2023-007. **(Development Services Director Rumer)**

• **REGULAR AGENDA**

19. Discussion between the City Commission and the City Attorney regarding the Evaluation of the Qualification of Candidates for Election and the Roles of the City Commission per the City Charter. **(City Manager Frank)**

- **COMMENTS FROM COMMISSIONERS**

(Limit to Five Minutes)

- **ADJOURNMENT**

Notice: 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. Also, 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,** the City of Ocoee is dedicated to cultural diversity and the ability for all citizens to exercise their right to vote; and
- WHEREAS,** the historical record clearly shows that African-American residents of West Orange County in and around what later became the City of Ocoee were grievously denied their civil rights, their properties, and their very lives in a series of unlawful acts perpetrated by a white mob and governmental officials on November 2, 1920, and the following weeks simply because they tried to vote, as any eligible citizen should be able to do, including such prominent local leaders as Moses Norman and Julius Perry; and
- WHEREAS,** the historical record also reveals that no African-American persons resided in the City of Ocoee for the following 60 years, leading to the area being referred to as a “sundown city”; and
- WHEREAS,** the City of Ocoee seeks to express its regret and horror at the events of November 1920 while recognizing the more recent efforts of local leaders and citizens of all cultures to create a diverse community open to all residents and visitors; and
- WHEREAS,** the population of the city is now highly diverse “sunrise city,” with African-Americans being a large portion of the population; and
- WHEREAS,** the City opposes all efforts to divide its citizens on the basis of color, creed, religion, national origin, cultural or political beliefs; and
- WHEREAS,** the City believes that remembering and honoring those individuals who were killed, injured, driven from their homes, and had their property taken from them is a core requirement for ensuring that such acts do not occur again; and
- WHEREAS,** the City’s Human Relations Diversity Board has developed language for an historic marker describing the events of November 1920 and the City’s efforts to change the community culture that allowed and encouraged those atrocities; and
- WHEREAS,** the City Commission of the City of Ocoee has the desire and authority to erect such a marker in a public place so that all visitors may recall and consider the events of November 1920 and jointly vow to never allow such a cultural divide to exist in the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OCOEE, that the City shall erect a suitable historical marker in a public space that will describe the tragic events of November 1920; that November 2nd shall be declared a day of remembrance for those residents of Ocoee and West Orange County who lost their lives and property through an act of domestic terror; and that any future public cultural event held by the City during the first week of November shall acknowledge the terrible events of November 1920 that sought to disenfranchise a group of citizens and shall emphasize the community’s need for cultural diversity. Let it be known that Ocoee shall no longer be the sundown city but the sunrise city, with the bright light of harmony, justice, and prosperity shining upon all our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Ocoee, Florida to be affixed this 7th day of November, 2023.

Rusty Johnson, Mayor



Proclamation

WHEREAS, 2023 marks the 86th Anniversary of the National Apprenticeship Act; and

WHEREAS, National Apprenticeship Week is celebrating its 9th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to good, quality jobs and well-paying careers in the City of Ocoee and across the nation; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs, and

WHEREAS, the City of Ocoee recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, the City of Ocoee recognizes that Registered Apprenticeship, a proven and industry-driven training model, can train our workforce and build a pipeline into good, quality jobs in order to address our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, I, Rusty Johnson, Mayor of the City of Ocoee, do hereby declare November 13-29, 2023, as

National Apprenticeship Week

In the City of Ocoee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Ocoee, Florida, this 7th day of November, 2023.

Rusty Johnson

October 17, 2023

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

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

Also Present: City Manager Frank, City Attorney Ardaman, City Clerk Sibbitt

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

2023 Week of the Family Proclamation, read and proclaimed by **Mayor Johnson**. Proclamation presented to Victoria Laney, *Representative with Week of the Family Organization*. **Victoria Laney** thanked the Commission for their support.

2023 Fire Prevention Month Proclamation, read by **Commissioner Firstner** and proclaimed by **Mayor Johnson**. Proclamation presented to Deputy Fire Chief Van Camp and Fire Dept. staff.

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

• **PUBLIC COMMENTS 6:25 PM**

The following persons addressed the City Commission:

- **Tom Lowery**, *Ocoee Resident*, spoke about the challenge of combating veteran suicide and shared a video that highlights Challenge 22, an organization committed to suicide prevention. He encouraged the community to show their support by participating in the Challenge 22 Walk scheduled in November.
- **Jim Moyer**, *Ocoee Resident*, reiterated previous concerns about signage on the 429 and shared that he has spoken to several community leaders. Invited the public to attend Human Relations Diversity Board meetings.
- **Steven Hewitt**, *Winter Garden Resident*, expressed concerns about the N. Lakewood Avenue detour and inquired about the project's duration and expected completion date. **Development Services Director Rumer** addressed his concerns and provided an update on the project.

• **CONSENT AGENDA 6:38 PM**

Consent Agenda Motion

Motion: Move to adopt the Consent Agenda Items #1-15 with Items #3 and #4 being pulled for separate consideration.

Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0.

1. Approval of Minutes from the Regular City Commission Meeting held October 3, 2023. **(City Clerk Sibbitt)**
2. Approval of 2024 Orange County Supervisor of Elections Vote Processing Equipment Use Agreement and Elections Services Contract for Municipal Elections. **(City Clerk Sibbitt)**
3. Assignment of Purchase and Sale Agreement for the Chevron Property to Montierre Development, PLLC. **(Assistant City Manager Shadrix)**
4. Authorization to Transmit and Execute, subject to *de minimis* changes, a Brownfield Site Rehabilitation Agreement (BSRA) between Chevron, the City of Ocoee, Montierre Development PLLC, and the Florida Department of Environmental Protection (FDEP), with Montierre named as the Responsible Party. **(Assistant City Manager Shadrix)**

Motion: Move to adopt the Consent Agenda Items #3 and #4 with the approval contingent upon the review and approval by the City Manager or his designee of the terms of conditions of the Assignment, Brownfield Site Rehabilitation Agreement, and the insurance policy the City is to receive for this matter. Moved by Commissioner Wilsen, seconded by Commissioner Hart; Motion carried 5-0

5. Approval of Utility Use and Indemnification Agreements for Ocoee Village Center PUD. **(Development Services Director Rumer)**
6. Approval of Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Escrow Agreement for Ocoee Village Center, Phase 1 Off-Site. **(Development Engineer Keaton)**
7. Approval for Fire Department to Piggyback NAFECO Contract # 22 -7301 with Lake County. **(Deputy Fire Chief Van Camp)**
8. Approval to Accept the Florida Firefighter Cancer Decontamination Equipment Grant for the Purchase of Structural Firefighting Gloves. **(Deputy Fire Chief Van Camp)**
9. Approval of Educational Affiliation Agreement with Valencia College (Citywide). **(Deputy Fire Chief Van Camp)**
10. Approval for Declaration of Surplus and Disposal of Assets from FY22/23 Annual Inventory. **(Finance Director Roberts)**
11. Approval to Award RFQ #23-008 Continuing Contract for Transportation Planning Consulting Services. **(Procurement Manager Tolbert)**
12. Approval to Award Request for Qualifications (RFQ) #23-010 Professional Planning Services for the City of Ocoee's Land Development Code Update. **(Procurement Manager Tolbert)**
13. Approval of Lighthouse Real Estate Consultants Mediated Settlement Agreement. **(Public Works Director Krug)**
14. Approval of 2023-2024 Budget Vehicle and Equipment Purchases. **(Public Works Director Krug)**
15. Approval of Foreclosure Registration Services Agreement. **(Support Services Director Gaines)**

• **FIRST READING OF ORDINANCE - None**

• **SECOND READING OF ORDINANCE – PUBLIC HEARING 6:42 PM**

16. Second Reading of Ordinance for The Backyard Annexation & Rezoning from County A-1 to City C-2 - AX-07-28-06 & RZ-23-07-06. **(Zoning Manager Whitfield)**

Development Services Director Rumer announced that due to an advertisement issue, this item is being continued to the November 7th Regular City Commission Meeting, and will be re-advertised for that meeting date.

17. Second Reading of Ordinance for FY 2024 Budget Amendment. **(Finance Director Roberts)**

City Attorney Ardaman read the title of the ordinance.

Finance Director Roberts explained the Fire Chief's request to buy a ladder truck, which would result in a cost savings of \$1 million.

Mayor Johnson inquired about the cost. **Finance Director Roberts** addressed his question.

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

Motion: Move to adopt Ordinance No. 2023-20, Amending the FY 2024 Budget; moved by Commissioner Firstner, seconded by Commissioner Kennedy; Motion carried unanimously.

18. Second Reading of Ordinance Approving of Proposed Amendments to the City Charter to be Placed on the 2024 General Election Ballot. **(City Attorney Geller)**

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 adopt Ordinance No. 2023-21, Approving the Proposed Amendments to the City Charter to be placed on the 2024 General Election Ballot; Moved by Commissioner Kennedy, Seconded by Commissioner Hart; Motion carried unanimously.

• **PUBLIC HEARING - None**

• **REGULAR AGENDA - None**

• **COMMENTS FROM COMMISSIONERS 6:50 PM**

Commissioner Kennedy – Commented on the following:

- 1) Commented on the traffic on N. Lakewood Avenue and asked residents to be careful.

Commissioner Wilsen – Commented on the following:

- 1) Acknowledged that cooler weather draws people outdoors and encouraged drivers to reduce their speed and remain attentive.
- 2) Announced Halloween Howl Night date, time, and location.
- 3) Announced the Veteran's Day Event date, time, and location.

Commissioner Firstner - None

Commissioner Hart – Commented on the following:

- 1) Shared the persistent question he has been receiving concerning the mysterious tree left within the construction zone for the Clarke Rd widening project, and asked staff for an explanation.
- 2) Emphasized the significance of family and community, expressing his joy in residing in a community that not only celebrates both but also fosters unity.
- 3) Spoke about Veterans and PTSD, acknowledged the challenge, and urged the community to come together to provide assistance and support to one another.
- 4) Urged citizens to exercise caution on October 31st as the little ghosts and goblins trick-or-treat.
- 5) Discussed the upcoming charter review questions for the next election and urged residents to thoroughly research and make informed votes to help shape Ocoee's future.

Mayor Johnson – Commented on the following:

- 1) Announced the Jolly Jamboree event date, relayed a request for a Christmas golf cart parade, and informed that staff was actively working on a plan.
- 2) Shared that two separate organizations have expressed interest in hosting a local Farmer's Market and explained his ongoing efforts to help establish an Ocoee Farmer's Market for the community.
- 3) Encouraged residents to be mindful of speeding and inquired about the lighted stop sign for McKey Street. **City Manager Frank** addressed his question.
- 4) Next City Commission meeting is scheduled for November 7, 2023.

• **ADJOURNMENT 7:00 PM**

APPROVED:

Attest:

City of Ocoee

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor



Meeting Date: November 7, 2023

Item #: 2

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of New Appointment to the Human Relations Diversity Board (HRDB). (City Clerk Sibbitt)

Background Summary:

The Human Relations Diversity Board was created by Resolution in 2003, and on January 17, 2023, the City Commission adopted Resolution No. 2023-01, which revised the Bylaws with the following membership structure: The HRDB shall consist of no less than five (5) and no more than seven (7) voting members, and each City Commissioner shall appoint one (1) person from the Commissioner's district, and the Mayor shall appoint one (1) person from any district to be an HRDB member. Two (2) additional at-large voting members will be appointed by the City Commission and may be from any district, except that at no time shall both at-large members be from the same district. In order to stagger the terms of the members of the HRDB Board, members initially appointed from District 1, District 3 and the first At-Large Member shall serve for an initial two (2) year term and members appointed from District 2, District 4, Mayor's At-Large Member and the second At-Large Member, serve for an initial three (3) year term. After these initial terms, all members will then serve three (3) year terms.

Recently, one of the at-large members was deemed to have resigned due to missing three consecutive meetings as outlined in the by-laws. An application has been received by Kellie Beck, District 1, who has shown an interest in being appointed to the HRDB to complete the vacated seat with a term ending May 2025. If appointed, Ms. Beck does not reside in the same district as the second at-large member.

Issue:

Should the Honorable Mayor and City Commissioners appoint Kellie Beck to the HRDB as an at-large member to complete a term ending May 2025?

Recommendations:

Staff respectfully recommends the Honorable Mayor and City Commissioners consider appointing Kellie Beck as an at-large member to serve on the HRDB to complete a term ending May 2025.

Attachments:

1. Board Application
2. Board List
3. Resolution

Financial Impacts:

None

Type of Item: Consent



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@ocoe.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) Kellie Beck E-mail Address KellieABeck@gmail.com
Home Address 2551 Sweet Viburnum Way
Phone 407-446-3207 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 KPMG Position Mgr, HR Tech and Data
Business Address 9301 Lake Nona Blvd

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: Bachelors of Mathematics Ed from Florida State University, Summa Cum Laude
Certification in Change Management from Cornell (on course 5/6)

Experience: Tacher (Lake County Schools 2006-2018), Instructional Technology Specialist and Manager
(2018-Now), Chapter Leader KPMG Network of Women, Vice President Greens at Forest Lake HOA

Special Knowledge or Skills: Project Manager, Technology specialist, Data Analysis,

Community/Civic Organizations & Involvement: HOA Board Member, KPMG Network of Women (KNOW),
Former lead for KNOW Community Impact Committee

Hobbies or Special Interests: Cycling, Social Justice, Community Engagement

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 Kellie Beck

Date 10-13-2023

HUMAN RELATIONS/DIVERSITY BOARD

Created by Res. #2003-21 on September 16, 2003; and
amended by Res. #2004-11; amended by Res. #2010-10; amended by Res. #2013-07; amended by Res. #2015-014;
amended by Res. #2016-009; amended by Res. #2021-002; and amended by Res. #2023-01.
No less than 5 members, no more than 7 members - (3 year terms)

Member	District	Email	Term Expires
1. William Maxwell	M (2)	wemaxcom@aol.com	May 2026
2. Vinny Singh	1	hemrajvsingh@yahoo.com	May 2025*
3. Michelle Cummings	2	Macummings0522@gmail.com	May 2026
4. Josh Cease	3	josh@livingframes.tv	May 2025*
5. Jim Moyer	4	Jimmoyer1956@gmail.com	May 2026
6. Vacant	Member At-Large		May 2025*
7. Jason Mellen	Member At-Large (4)	Jasonmellen74@gmail.com	May 2026

COMMISSION LIAISON *Non-voting member*

Ages Hart	Commissioner	407-905-7130 ahart@ocoe.org
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STAFF LIAISON

Doug Gaines Assistant Support Services Director	Support Services	407-905-3100 ext. 9-1503 dgaines@ocoe.org
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RECORDING CLERK

Angel Torres Administrative Assistant	City Clerk Dept.	407-905-3100 ext. 9-1022 atorres@ocoe.org
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** First Term is a two-year term. After initial term it changes to a three-year term.*

RESOLUTION NO. 2023-01

**A RESOLUTION OF THE CITY OF OCOEE, FLORIDA,
AMENDING RESOLUTION NO. 2021-002 RELATING TO
THE HUMAN RELATIONS DIVERSITY BOARD BY
PROVIDING FOR A CHANGE IN MEMBERSHIP;
CLARIFYING OTHER REQUIREMENTS; PROVIDING
FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida, provides that the City of Ocoee has the power to create boards, commissions and committees to advise and assist the City in carrying out municipal functions; and

WHEREAS, the City Commission of the City of Ocoee adopted Resolution 2003-021 on September 16, 2003 creating the Human Relations Diversity Board and adopting its Bylaws; and

WHEREAS, the City Commission subsequently modified Resolution 2003-021 through the action of Resolutions 2004-011, 2010-010, 2013-007, 2015-014, 2016-009 and 2021-002; and

WHEREAS, the City Commission believes it is in the best interest of the city and the Board to amend the Membership and Bylaws of the Human Relations Diversity Board.

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

SECTION 1. Authority. The City Commission of the City of Ocoee has the authority to adopt this Resolution pursuant to Article VIII of the Constitution of the State of Florida, Article II, Section C-8.0 of the Charter of the City of Ocoee, Florida and Chapter 166, Florida Statutes.

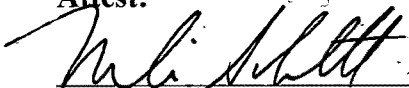
SECTION 2. Purpose. The language of the enabling legislation and Bylaws contained in Resolution 2021-002 is hereby revised, as shown on **Exhibit "A"** to this Resolution. Deletions from the original content are shown in strikethrough text; additions are shown in underlined text.

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

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

PASSED AND ADOPTED this 17th day of January, 2023.

Attest:



Melanie Sibbitt, City Clerk

(SEAL)

CITY OF OCOEE, FLORIDA



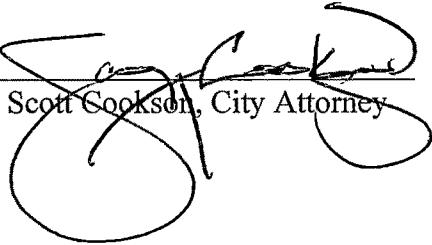
Rusty Johnson, Mayor

ADOPTED THIS 17th DAY OF
January, 2023, UNDER
AGENDA ITEM NO. 4

FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE. APPROVED AS
TO FORM AND LEGALITY THIS
17th DAY OF JAN., 2023.

SHUFFIELD, LOWMAN & WILSON,
P.A.

BY:



Scott Cookson, City Attorney

EXHIBIT "A"

I. Mission:

The general mission of the Human Relations Diversity Board ("HRDB") is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

II. Objectives:

A. Foster mutual understanding and **respect** among all persons emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to the elimination of prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encouraging equality of treatment for, and preventing discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

III. Membership:

A. The HRDB shall consist of no less than five (5) and no more than seven (7) voting members. The City Commission shall designate one member of the City Commission, and the City Manager shall designate one member of staff, both of whom will serve as liaisons (non-voting) members. The duties of the liaisons appointed by the Commission and City Manager are to assist the HRDB in attaining the HRDB objectives and report the HRDB's progress to the Commission and City Manager periodically - not to provide direction or directives to HRDB members or the HRDB in general unless the City Commission has authorized same. In addition, from time to time, the City Commission may designate one (1) member representing an organization with operations in the City (such as a church or other civic organization) to serve as a liaison (non-voting) member for a term determined by the City Commission. For the initial five (5) voting members, each City Commissioner shall appoint one (1) person from the Commissioner's district to be an HRDB member. The Mayor shall appoint one (1) person from any district to be an HRDB member. Two (2) additional at-large voting HRDB members will be appointed by the City Commission from a list of interested and eligible persons who have completed an Application for Serving on City Boards available from the City Clerk, and who are representative of the diversity of the community, including race, sex, age, religion, disability, sexual orientation, and ethnic group. The two (2) at-large members may be from any district, except that at no time shall both at-large members be from the same district. Members are expected to attend Board meetings and participate in a minimum of one Board-sponsored event per calendar year. Applicants for membership should anticipate that participation will require considerable devotion of personal time. Effective January 1, 2023, the member appointed from District 1, the member appointed from District 3, and the first of the two (2) at-large members shall serve a two

(2) year term and the member appointed from District 2, the member appointed from District 4, the member appointed by the Mayor and the second of the two (2) at-large members shall serve a three (3) year term. Once the terms of an original appointed member expires, subsequent, members shall serve a three (3) year term and may be reappointed, irrespective of the number of terms previously served. In the event of a vacancy in a member appointed by a City Commissioner, the applicable City Commissioner shall appoint the new member from that Commissioner's district. In the event of a vacancy in a member appointed by the Mayor, the Mayor shall appoint the new member from any district. In the event of a vacancy in an at-large member, the City Commission shall appoint the new member from any district other than the district of any current at-large member. Subsequent at-large members shall meet the same requirements as the initial at-large members. Vacancies shall remain vacant until appointed as provided herein.

B. Only those persons who reside in Ocoee shall be eligible for membership. Persons who were convicted of a felony or a misdemeanor involving moral turpitude are ineligible.

C. Members of the HRDB shall meet as determined by, and in accordance with, the provisions of the Bylaws for the HRDB and/or at such other times as may be called by the Chair thereof. Notice of each meeting shall be provided to all members of the HRDB within a reasonable time prior to the meeting. All meetings of the HRDB will be open to the public with notice of the place, day, and hour of the meeting posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting.

D. Members shall be subject to the Florida Sunshine Law and Robert's Rules or Order.

E. The members of the HRDB may not vote upon a matter at a meeting unless 50% plus one of the members (a quorum) is present. Liaison members, because they are non-voting, are not to be included in a count of the members for the purpose of determining whether a quorum is present.

F. All members serve at the pleasure of the City Commission and may be removed for cause at any time. In no event will the HRDB have the authority to remove any member. Any member who misses three consecutive regular meetings or five regular meetings in a 12-month period or does not participate in one board-sponsored event shall be deemed to have resigned by the HRDB. Any member submitting a voluntary resignation must do so in writing to the City Clerk.

G. Each member shall attend and complete diversity training and ethics training within twelve (12) months of being appointed. Such training will be paid for by the City and directed by the City Clerk.

IV. Bylaws:

The Bylaws for the HRDB shall be as set forth below, which are attached hereto and incorporated herein by reference.

CITY OF OCOEE HUMAN RELATIONS/DIVERSITY BOARD

BYLAWS

ARTICLE 1

(Name of Organization)

The official name of this organization shall be the City Of Ocoee Human Relations Diversity Board("HRDB").

ARTICLE 2

(Purpose and Objectives)

1. Mission. The general mission of the HRDB is to promote understanding, respect, goodwill, and equality among all citizens and businesses of the City of Ocoee. In no event shall the HRDB by itself possess any decision-making authority or be authorized to bind the City of Ocoee.

2. Objectives. The objectives of the HRDB are:

A. Foster mutual understanding and respect among all persons, emphasizing the positive impact that diversity brings to the City of Ocoee;

B. Facilitate communication between the City Commission and citizen groups, individuals, and businesses;

C. Assist the City Commission in educating the community through projects devoted to eliminating prejudice, racial tension, intolerance, or discrimination;

D. Provide suggestions and encourage equality of treatment for, and prevent discrimination against, any persons or businesses by Ocoee City government;

E. Serve as an informational conduit to the community at large; and

F. Make recommendations to the City Commission and staff on HRDB related matters, as needed.

ARTICLE 3

(Officers)

1. The HRDB shall be governed by three officers: Chair, Chair-Elect, and Past-Chair. The HRDB shall elect from among its members a Chair-Elect and any such other officers and assistant officers as may be deemed necessary by affirmative vote of a majority of the members present at a meeting at which a quorum is present. At the end of his or her term as Chair-Elect, the incumbent shall become Chair and the former Chair shall become the Past-Chair. The City Clerk shall assign a person to serve as recording clerk of the HRDB. Said person is not a member of the HRDB. There is no specific term for this office; the City Clerk may appoint a new person to fulfill this role as the need arises.

2. Elected HRDB officers shall each serve for a term of one (1) year or until their successors are elected. Officers shall not be limited in the number of terms they serve. At each election, the members may vote to retain the current slate of officers in their present positions rather than allow the progression of officers to occur. Vacancies which occur among the officers of the HRDB during the term of service may be filled by the HRDB at its next regular meeting, provided that there is at least one week's notice of the election prior to the meeting.

ARTICLE 4

(Duties of Officers)

1. Duties of the Chair. The Chair shall in general supervise and control the affairs of the HRDB and perform all other duties incident to the office of Chair. The Chair shall preside at all meetings of the HRDB and shall hold ex-officio membership on all subcommittees. The Chair shall perform all other duties ordinarily pertaining to the office and shall appoint all subcommittees.

2. Duties of the Chair-Elect. The Chair-Elect shall perform the duties of the Chair in the absence of the Chair, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

3. Duties of the Past-Chair. The Past-Chair shall perform the duties of the Chair in the absence of the Chair and Chair-Elect, chair one or more subcommittees, or undertake additional duties assigned by the Chair.

4. Duties of the Recording Clerk. The Recording Clerk shall ensure that the meetings are recorded and shall have the duty of preparing minutes of each motion made and vote taken during each regular or special meeting of the HRDB, preparing correspondence, and making and posting announcements of HRDB and subcommittee meetings.

5. The duties of any office created by the HRDB shall be those assigned in the motion creating the office but cannot conflict with the duties assigned to any office established by these Bylaws.

ARTICLE 5

(Subcommittees)

1. The HRDB may create such subcommittees as may be required to attain its objectives, as set forth in Article 2. Subcommittee Chair shall be selected by the members of each subcommittee.

2. Subcommittee Meetings. Subcommittees may meet with such frequency as they deem appropriate for the assigned task. Notification of all subcommittee meetings shall be provided to all members no less than five (5) days prior to each meeting. All meetings of any subcommittee shall be open to the public with notice of the date, place, and time posted at Ocoee

City Hall at least forty-eight (48) hours in advance of any such meeting. Subcommittee meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business according to the scope of the subcommittee. Subcommittee meetings need not be recorded or attended by the Recording Clerk.

ARTICLE 6

(HRDB Meetings)

1. Regular Meetings. Regularly scheduled meetings shall be held throughout the year. The frequency and specific calendar shall be determined by consensus at the first meeting of the year and shall include a first meeting date for the following calendar year. Notification of all regular meetings shall be provided to all members no less than seven (7) days prior to each meeting. All meetings of the HRDB shall be open to the public with notice of the date, place, and time posted at Ocoee City Hall at least forty-eight (48) hours in advance of any such meeting. The Recording Clerk shall prepare minutes of each motion made and vote taken during each regular meeting.

2. Special Meetings. Special meetings may be called by the Chair or the Chair-Elect or by a majority of the HRDB members. Notification of all special meetings shall be posted in the same manner as regular meetings, but with not less than five (5) days prior notice. Special meetings shall be conducted in the same manner as a regular meeting but shall be limited to the conduct of business specifically set forth in the notice. The Recording Clerk shall prepare minutes of each of each motion made and vote taken during each special meeting.

3. Meeting Set-Up. Regular meetings shall be held in the Commission Chambers at City Hall, or such other location as determined by the Recording Clerk if the Commission Chambers are unavailable. The Recording Clerk shall sit on the dais or other area with access to recording equipment. Voting members shall sit around a table with the liaison members and members of the public seated in the audience chairs.

ARTICLE 7

(Quorum and Voting)

1. Quorum. For the purpose of conducting the regular business of the organization, 50% plus one of the total of all current members shall constitute a quorum. Liaison members cannot be counted when determining the presence of a quorum.

2. Voting. Voting shall be done by voice vote or by show of hands at the discretion of the Chair. Votes may only be taken at a properly noticed meeting at which a quorum is present. Unless otherwise provided in these Bylaws, the passage of any item shall require a simple majority vote of those in attendance. Each duly qualified member in attendance, including officers, shall be

entitled to one vote. Voting by proxy, absentee ballot, electronic mail, or by telephone shall not be permitted.

ARTICLE 8

(Parliamentary Authority)

The parliamentary procedural rules found in the current edition of Robert's Rules of Order shall govern HRDB meetings and actions in all cases where they are not in conflict with these Bylaws.



Meeting Date: November 7, 2023

Item #: 3

Contact Name: Melanie Sibbitt
Contact Number: Ext. 1026

Department Director: Melanie Sibbitt
City Manager: Robert Frank

Subject: Approval of Reappointments to the Parks and Recreation Board. (City Clerk Sibbitt)

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.

The terms of Member Hassan, Member Sherrall Applegate, and Member Lomneck ended in October 2023. All members have indicated they are willing to serve another three-year term if reappointed. In 2023, Member Hassan attended two (2) out of three (3) meetings, Member Sherrall Applegate attended three (3) out of three (3) meetings, and Member Lomneck attended three (3) out of three (3) meetings.

Issue:

Should the Honorable Mayor and City Commissioners consider reappointing Member Hassan, Member Sherrall Applegate, and Member Lomneck to serve another three-year term ending October 2026 on the PRAB?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners consider reappointing Member Hassan, Member Sherrall Applegate, and Member Lomneck to serve another three-year term ending October 2026 on the PRAB.

Attachments:

1. Attendance Log
2. Board List

Financial Impacts:

None

Type of Item: Consent

PARKS AND RECREATION BOARD MEMBER ATTENDANCE 2023

Board Member			January 01/23/23	March 03/21/2023	May - Canceled No Quorum 05/16/23	July - Canceled No Quorum 07/25/23	September 09/19/23	November No Meeting	Attendance Ratio
		TERM EXPIRES							
	Chairman Jane Rainer (Ocoee Youth Soccer)	10/01/25	P	P	Y	Y	P		3 of 3
	Quibeliah Graham	10/01/25	P	A	N	N	P		2 of 3
	Member Gordon Applegate	10/01/24	A	A	N	N	A		0 of 3
	(3/3/21) Member Ahmad Hassan	10/01/23	A	P	N	Y	P		2 of 3
	(3/17/21) Member Sherrall Applegate	10/01/23	P	P	Y	Y	P		3 of 3
	(8/4/21) Member Brad Lomneck	10/01/23	P	P	Y	Y	P		3 of 3
	(2/2/22) Eli Salhab	10/01/25	P	A	N	Y	P		2 of 3
	(6/23/22) James Moyer	10/01/25	P	P	Y	N	A		2 of 3
	(6/23/22) Tino Sangster	10/01/25	A	P	N	N	A		1 of 3
	Total Attendees		6	6	4	5	6		
	Absent								
	Cancel								
	Christmas Light Judging								
	RESIGNED		QUORUM	QUORUM	CANCEL	CANCEL	QUORUM	CANCEL	

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. Gordon Applegate	1	acodapple@gmail.com	10/24
2. Jane Rainer <i>Ocoee Youth Soccer League Rep</i>	4	mjrdraimer@aol.com	10/25
3. Qubeliah Graham	4	trooperq@hotmail.com	10/25
4. Ahmad Hassan	4	Hassan.ah1992@gmail.com	10/23
5. Sherrall Applegate	1	acodapple@gmail.com	10/23
6. Brad Lomneck	2	bradlovesocoe@gmail.com	10/23
7. Eli Salhab	4	Elisalhab@yahoo.com 4thekidsentertainment@gmail.com	10/25
8. Jim Moyer	4	Jimmoyer1956@gmail.com	10/25
9. Tino Sangster	2	tinosangster@gmail.com	10/25

Commission Liaison

Rosemary Wilsen

407-298-1574

RWilsen@ci.ocoe.fl.us

Staff Liaison

Mark Johnson

407-905-3100 ext. 9/5002

Recording Clerk

Kim McMillin

407-905-3100 ext. 9/5110

kmcmillin@ocoe.org



Meeting Date: November 7, 2023

Item #: 4

Contact Name: Martrivus Keaton
Contact Number: Ext. 1088

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of a Two-Year Warranty Surety and Maintenance, Materials, and Workmanship Agreement for Ocoee Village Center Offsite. (Development Engineer Keaton)

Background Summary:

Ocoee Village Center Offsite includes all public Rights of Way from the roundabout at the intersection of Fuller's Cross and North Lakewood Ave, going north on N. Lakewood Ave to the entrance of The Serenza at Ocoee Village, fka Allure Apartments, Parcel ID 05-22-28-6160-14-181. The roadways consist of North Lakewood Ave, 2nd Ave, the roundabout at the intersection of Fullers Cross and N Lakewood Ave, a portion of Westbridge Ct. and a portion of Banyan Cove Blvd. The developer has completed the construction of the infrastructure improvements and has requested a Certificate of Completion. The infrastructure improvements include road work, potable water, sanitary water, reclaimed water, a public lift station, a stormwater collection system, and associated landscaping. All identified punch list repairs have been completed, and the developer is ready to start the two-year warranty period for the public improvements.

As a requirement of the Land Development Code, the developer is required to furnish the City with a Surety to cover any possible damages discovered during the next two years. Should the developer not choose to make those repairs, Ocoee Village Developer's Consortium, has provided the City with an Escrow fund in the amount of 10% of the constructed improvements. The surety amount is a total of \$370,727.69. The attached Maintenance, Materials, and Workmanship Agreement (Form 8 from the Land Development Code) acts as the executable document between the developer and the City. The agreement will replace the Phase 1 - North Lakewood agreement signed at the 10.17.23 City Commission Meeting. The Surety will be returned to the developer upon completion of the two-year warranty period and the repair of any damages caused over those two years.

Issue:

Should the City accept the Surety as provided by Ocoee Village Developer's Consortium, for the two-year warranty for the Ocoee Village Center Offsite and execute the Maintenance, Materials, and Workmanship Agreement?

Recommendations:

The Development Services Department recommends the Honorable Mayor and Commissioners approve the Surety and the execution of the Maintenance, Materials, and Workmanship Agreement with Ocoee Village Developer's Consortium, for the Ocoee Village Center Offsite.

Attachments:

1. MMW Escrow Agreement

Financial Impacts:

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

Type of Item: Consent

MAINTENANCE, MATERIALS, AND WORKMANSHIP
ESCROW AGREEMENT

This Agreement (the “Agreement”) is entered into this ____ day of November, 2023, by **OCOEE VILLAGE DEVELOPER’S CONSORTIUM**, an unincorporated association of members consisting of Ocoee Village Residential LLC, a Delaware limited liability company (“NRP”), whose mailing address is 1228 Euclid Avenue, 4th Floor, Cleveland, Ohio 44115 (attention Legal), Kimaya Village Residential LLC, a Florida limited liability company (“Kimaya”), whose mailing address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 and DKC Ocoee Village Center SE, LLC, a Florida limited liability company (“Konover”), whose mailing address is 431 Fairway Drive, Suite 201, Deerfield Beach, Florida 33441, hereinafter referred to as the “Developers” and the **CITY OF OCOEE**, a Florida municipal corporation, hereinafter referred to as the “City”.

WHEREAS, the Developers and Ocoee Development IV, LLC (“Original Developer”) are the owners of certain real property located in Orange County, Florida, more fully described as Ocoee Village Center, according to the Plat thereof as recorded in Plat Book 110, Pages 80 through 89 of the Public Records of Orange County, Florida (the “Property”); and

WHEREAS, Developers have developed and constructed on the Property a mixed use project referred to as Ocoee Village Center (the “Center”) under the City’s Subdivision Regulations and pursuant to the following approvals granted by the Ocoee City Commission (collectively, the “Subdivision Plan”), to wit:

- (a) Case No. RZ-18-06-09, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-011, rezoning the Property to PUD, under the Ocoee Land Development Code, as amended by Ordinance No. 2020-024 approved by the Ocoee City Commission on October 6, 2020 (collectively, the “Ocoee Village Center PUD”); and
- (b) Case No. CPA-2018-006, whereby on October 6, 2020, the Ocoee City Commission approved Ordinance No. 2019-010, amending the Ocoee Comprehensive Plan to change the Future Land Use Designation for the Property to “High Density Residential and Commercial” (the “Land Use Plan Amendment”); and
- (c) Project No. LS-2019-005, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Townhomes at Ocoee Village Center (the “Townhome Site Plan Approval”); and
- (d) Project No. LS-2019.007, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Allure Apartments at Ocoee Village Center (the “Apartment Site Plan Approval”); and
- (e) Project No. LS-2019-009, whereby on October 6, 2020, the Ocoee City Commission approved the Preliminary/Final Site Plan for the Southeast Commercial at Ocoee Village Center (the “Southeast Commercial Site Plan Approval”); and

WHEREAS, in connection therewith, the Developers have installed with the approval of the City certain roads, streets, sewers, water systems, drainage works, and/or other improvements

(the “Improvements”) under the provisions, conditions, and requirements of the City’s Subdivision Regulations and the Subdivision Plan; and

WHEREAS, under Section 4-4, Subdivision Review Process, of the City’s Land Development Code, Developers are required to warrant the maintenance, materials, and workmanship of the Improvements constructed by Developer within the Center; and

WHEREAS, Section 4-4, Subdivision Review Process, of the City’s Land Development Code provide that Developers may guaranty such maintenance, materials, and workmanship by placing a cash escrow with the City; and

WHEREAS, Developers wish to establish an escrow fund in order to guaranty the maintenance, materials, and workmanship of the Improvements within the Subdivision as required by Section 4-4, Subdivision Review Process, of the Land Development Code.

NOW THEREFORE, the parties agree as follows:

SECTION 1. ESTABLISHMENT OF ESCROW FUND.

Developers hereby establish an escrow fund with the City in the amount of \$370,727.69 to guaranty the maintenance, materials, repair, replacement, workmanship, and structural integrity of the Improvements (the “MMW Escrow”). This MMW Escrow fund shall be placed by the City in a non-interest-bearing account at a local financial institution and shall be disbursed only in accord with the terms of this Agreement. Developer agrees that the City may use funds from the existing Escrow Fund established by that certain Performance Surety Escrow Agreement dated December 6, 2022 by and between the Ocoee Village Developers Consortium and the City to fund the MMW Escrow.

SECTION 2. TERMS AND CONDITIONS FOR RETURN OF ESCROW FUND.

In the event Developers shall jointly and severally maintain the Improvements in a first class condition for a period of two (2) years from the date of issuance of the Certificate of Completion for the Improvements, and if Developers shall jointly and severally, replace all paving or other structures which within said two (2) year period shall be found by the City not to comply with the City’s Subdivision Regulations and the Subdivision Plan, and that if the Developers replace any Improvements the materials, workmanship, or structural integrity of which shall be found by the City not to comply with the Subdivision Plan or the City’s Subdivision Regulation for a two (2) year period following issuance of the Certificate of Completion by the City, Developers, jointly and severally shall pay any and all costs or expenses incidental to the performance of any work required to be performed hereunder, then the monies escrowed hereunder less an administrative fee of two (2) percent which shall be retained by the City and less all bank charges with respect to the maintenance of the escrow fund shall be returned to the Developers.

SECTION 3. CITY’S RIGHT TO DRAW ON ESCROW FUND.

The funds escrowed hereunder shall be used by the City only to repair or replace the Improvements deemed by the City to not comply with the Subdivision Plan or the City’s Subdivision Regulations, except as mutually agreed to by the parties in writing. If at any time

during the two (2) year period following the issuance of the Certificate of Completion for the Improvements the City notifies Developers in writing of any deficiency or fault in the materials, workmanship, or structural integrity of the Improvements, and Developers fail to correct such deficiency or fault to the satisfaction of the City within thirty (30) days after their receipt of such written notice (or such longer period as is reasonably required if the deficiency or fault is of a nature that cannot with reasonable diligence be corrected within said 30 days, so long as such correction is being diligently pursued), then the City may make such corrections, the cost of which shall be paid for out of the escrow fund for this purpose, whereupon the City shall so notify the Developers in writing.

Notwithstanding anything contained in Section 2 above, in the event the City has notified Developers of a deficiency or fault as provided above, the term of this Agreement shall continue until such deficiency or fault is corrected.

SECTION 4. CONTINUED APPLICABILITY OF SUBDIVISION REGULATIONS.

This Agreement shall not be construed to relieve or release Developers from any of its obligations under the City Subdivision Regulations or the Subdivision Plan with respect to the Improvements. Further, the amount of the escrow fund and payment into and/or disbursement of any or all of the escrow fund in no way relieves Developers of their obligations under the Subdivision Plan and the City's Subdivision Regulations.

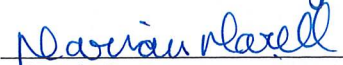
SIGNATURES TO FOLLOW

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

DEVELOPER:

OCOEE VILLAGE DEVELOPER'S CONSORTIUM, AN UNINCORPORATED ASSOCIATION OF MEMBERS:

Witnesses:


Printed Name: Tiffany Barbour

Printed Name: Mariana Morell

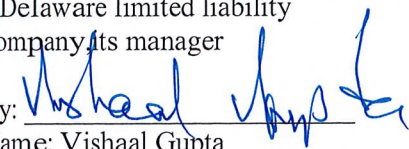
Kimaya Ocoee Village, LLC, a Delaware limited liability company

By: KIMAYA OV DEVELOPMENT, LLC,
a Delaware limited liability company,
its Sole Member

By: Ocoee Village Partners, LLC,
a Florida limited liability company,
its manager

By: Ocoee Village GP, LLC,
a Florida limited liability company, its
manager

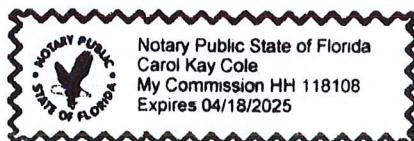
By: Kimaya, LLC,
a Delaware limited liability
company, its manager

By: 
Name: Vishaal Gupta
Title: Manager

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 20 day of November, 2023, by
by Vishaal Gupta, Manager of Kimaya, LLC, a Delaware limited liability company, which is the manager
of Ocoee Village GP, LLC, a Florida limited liability company, which is the manager of Ocoee Village
Partners, LLC, a Florida limited liability company, which is the manager of Kimaya OV Development,
LLC, a Delaware limited liability company, which is the Sole Member of KIMAYA OCOEE VILLAGE,
LLC, a Delaware limited liability company, on behalf of the company. He/she appeared by (check one)
☐ physical appearance or ☐ online notarization, and (check one) ☒ is personally known to me or ☐ has
produced _____ as identification.



Print Name: CAROL KAY COLE
Notary Public
My Commission Expires: 04/18/2025
Commission Number: HH 118108

Witnesses:

DLB

Printed Name: DAN BRENNER

Colleen Johngrass
Printed Name: Colleen Johngrass

Ocoee Village Residential LLC, a Delaware limited liability company

By: [Signature]

Name: Noam Magence

Title: Secretary

STATE OF ~~FLORIDA~~ Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 2nd day of November, 2023, by Noam Magence, as Secretary of Ocoee Village Residential LLC, a Delaware limited liability company, on behalf of the company. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☐ is personally known to me or ☐ has produced _____ as identification.



Cynthia Machesky

Notary Public, State of Ohio

My Commission Expires

December 25, 2024

Cynthia Machesky

Print Name: CYNTHIA MACHESKY

Notary Public

My Commission Expires: 12.25.2024

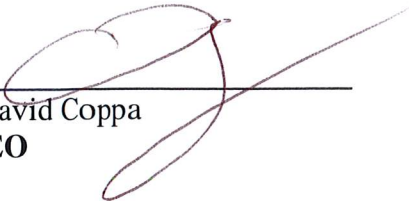
Commission Number: _____

Witnesses:

**DKC Ocoee Village Center SE, LLC, a
Florida limited liability company**


Printed Name: Beatrice T. Williams

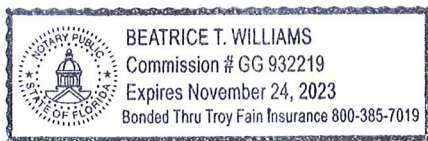

Printed Name: Maria Perdomo

By: 
Name: David Coppa
Title: CEO

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of November, 2023, by David Coppa as CEO of DKC Ocoee Village Center, SE, LLC, a Florida limited liability company, on behalf of the company. He/she appeared by (check one) ☒ physical appearance or ☐ online notarization, and (check one) ☒ is personally known to me or ☐ has produced _____ as identification.

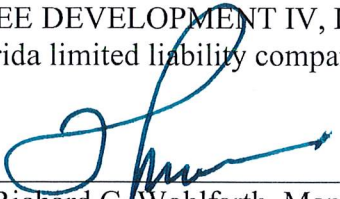



Print Name: Beatrice T. Williams
Notary Public
My Commission Expires: 11/24/23
Commission Number: 66932219

THIS MAINTENANCE, MATERIALS, AND WORKMANSHIP ESCROW AGREEMENT
FOR OCOEE VILLAGE CENTER IS HEREBY JOINED IN AND CONSENTED TO BY THE
ORIGINAL DEVELOPER.

ORIGINAL DEVELOPER:

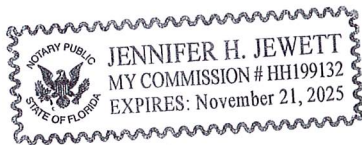
OCOEE DEVELOPMENT IV, LLC,
a Florida limited liability company

By: 
Richard C. Wohlfarth, Manager

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6th day of November, 2023,
by Richard C. Wohlfarth, as Manager of Ocoee Development IV, LLC, a Florida limited liability
company, on behalf of the company. He/she appeared by (check one) ☒ physical appearance or
☐ online notarization, and (check one) ☒ is personally known to me or ☐ has produced
_____ as identification.



Print Name: Jennifer H. Jewett
Notary Public 
My Commission Expires: 11/21/25
Commission Number: HH199132

ATTEST:

By: _____
_____, City Clerk

CITY:

CITY OF OCOEE, FLORIDA,
a Florida municipal corporation

By: _____
_____, Mayor

(SEAL)

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

FISHBACK DOMINICK

By: _____
City Attorney

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



Meeting Date: November 7, 2023
Item #: 5

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Approval of Ocoee Village Center Agreement for Transfer of \$400,000 for the Fire Station and Non-substantial Amendment to the PUD. (Development Services Director Rumer)

Background Summary:

On July 18, 2023, the City Commission approved locating a Fire Station at Ocoee Village Center PUD by approving a non-substantial amendment to the Ocoee Village Center PUD Land Use Plan. Attached is a commitment to provide funding for the new Fire Station that would be used to construct the park. The attached Contribution Agreement provides for the transfer of \$400,000.00 in Park Performance funding to the City for the new Fire Station.

Additionally, the developer of the townhome tract (Park Square Homes) is requesting to build the townhome's development as Build-to-Rent (BTR). The City is agreeable to a non-substantial change to the Ocoee Village Center PUD to include a note in the "Site Data" use table that states: BTR is not expressly identified as a form of use or prohibited by this PUD, but shall be permitted provided that the BTR owner or association shall be responsible for the ownership and cost of maintaining all internal roads, water and sewer, and reclaimed utilities.

Issue:

Should the Honorable Mayor and City Commission approve the Ocoee Village Center Contribution Agreement for the payment of \$400,000.00 for a new Fire Station and a Non-substantial Amendment to the PUD facilitating the use of Build-to-Rent for the townhomes?

Recommendations:

Staff recommends the Honorable Mayor and City Commission approve the Ocoee Village Center Contribution Agreement for the payment of \$400,000.00 for a new Fire Station and a Non-substantial Amendment to the PUD facilitating the use of Build-to-Rent for the townhomes.

Attachments:

1. Contribution Agreement - Ocoee Village Consortium
2. Revised PUD Land Use Plan
3. Master Development Plan

Financial Impacts:

\$400,000.00 in funding for the new Fire Station.

Type of Item: NEW BUSINESS

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

PREPARED BY:

For Recording Purposes Only

RETURN TO:

Melanie Sibbitt, City Clerk
CITY OF OCOEE
One Bluford Ave.
Ocoee, FL 34761
(407) 656-2322

CONTRIBUTION AGREEMENT
(OCOEE VILLAGE PUD)

THIS CONTRIBUTION AGREEMENT ("this Agreement") is made and entered into as of the ____ day of October, 2023 by and between **OCOEE VILLAGE RESIDENTIAL, LLC**, a Delaware limited liability company, whose mailing address is 801 International Parkway, 5th Floor, Lake Mary, Florida 32746; **KIMAYA, LLC**, a Delaware limited liability company, whose mailing address is 5200 Vineland Road, Suite 200, Orlando, Florida, 32811; **DKC OCOEE VILLAGE CENTER SE, LLC**, a Florida limited liability company, whose mailing address is 431 Fairway Drive, Suite 201, Deerfield Beach, Florida 33441 (all hereinafter collectively referred to as the "**Consortium**") and the **CITY OF OCOEE**, a Florida municipal corporation, whose mailing address is One Bluford Ave., Ocoee, Florida 34761 (hereinafter referred to as the "**City**").

W I T N E S S E T H:

WHEREAS, the Consortium is the successor to the "Developer" named in that certain Infrastructure Development and Escrow Agreement for Ocoee Village Center dated as of March 12, 2021 and recorded on March 16, 2021 under Document # 20210150651, and re-recorded on March 19, 2021 under Document #20210158900, both in the Public Records of Orange County, Florida (the "Infrastructure Agreement"), pertaining to the development of the lands located in Orange County, Florida, and within the corporate limits of the City of Ocoee, Florida, said lands being more particularly described in said Infrastructure Agreement (hereinafter referred to as the "**Property**"); and

WHEREAS, the Ocoee City Commission approved Ordinance No. 2020-024 rezoning the Property as "PUD" under the Ocoee Land Development Code; and

WHEREAS, the Consortium and the City desire to execute this Agreement to document certain agreements regarding use and funding for the fire station parcel improvements;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations exchanged between the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

Section 2. **Fire Station Parcel Use.** The City owned Park Parcel was amended to be a Fire Station Parcel by an amendment to the PUD ordinance 2020-24 dated October 3, 2023 and the City intends to construct certain fire station improvements on the parcel (the “Fire Station”).

Section 3. **Fire Station Contribution.** The Consortium is no longer obligated to fund park improvements on the City’s parcel formerly identified as a City park parcel. In lieu thereof, the Consortium agrees to fund to the City a monetary contribution in the amount of Four Hundred Thousand Dollars (\$400,000) (the “Contribution”) to be utilized for costs related to the Fire Station. In connection with certain improvements to the Ocoee Village PUD, the City is holding a cash bond provided by Consortium. Ghe Consortium agrees that the City may utilize the existing cash bond to fund the Contribution.

Section 4. **Notice.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the other party at the address appearing on the first page of this Agreement, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address appearing on the first page of this Agreement, or such other person or address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Section 5. **Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

Section 6. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Consortium's expense, in the Public Records of Orange County, Florida. The City will, from time to time upon request of the Consortium, execute and deliver letters affirming the status of this Agreement.

Section 7. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 8. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 9. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing.

Section 10. Further Documentation. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

Section 11. Specific Performance. Both the City and the Consortium shall have the right to enforce the terms and conditions of this Agreement by an action for specific performance.

Section 12. Attorneys' Fees. In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Agreement or because of a breach by the other party of any terms hereof, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, legal assistants' fees and costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings, without regard to whether any legal proceedings are commenced or whether or not such action is prosecuted to judgment.

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

Section 14. Captions. Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

Section 15. Severability. If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereof.

Section 16. Effective Date. The Effective Date of this Agreement shall be the day and year first above written.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Consortium and the City have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

Signed, sealed and delivered in the presence of:

OCOEE VILLAGE RESIDENTIAL, LLC,
a Delaware limited liability company

Print Name _____

By: _____

Name: _____

Print Name _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who [] is personally known to me or [] produced _____ as identification, and that _____ acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____

My Commission Expires (if not legible on seal): _____

Signed, sealed and delivered in the presence of:

Print Name _____

Print Name _____

KIMAYA OCOEE VILLAGE, LLC,
a Delaware limited liability company

By: KIMAYA OV DEVELOPMENT, LLC,
a Delaware limited liability company,
its Sole Member

By: Ocoee Village Partners, LLC,
a Florida limited liability company,
its manager

By: Ocoee Village GP, LLC,
a Florida limited liability company,
its manager

By: Kimaya, LLC,
a Delaware limited liability company,
its manager

By: _____
Name: Vishaal Gupta
Title: Manager

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Vishaal Gupta, who [] is personally known to me or [] produced _____ as identification, and that he _____ acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, in the capacity indicated above, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Signed, sealed and delivered in the presence of:

DKC OCOEE VILLAGE CENTER SE, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Its: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, who [] is personally known to me or [] produced _____ as identification, and that _____ acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Signed, sealed and delivered in the presence of:

CITY:

CITY OF OCOEE, FLORIDA

Print Name: _____

By: _____
Rusty Johnson, Mayor

Attest: _____
, City Clerk

Print Name: _____

(SEAL)

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA. Approved as
to form and legality this ____
day of _____, _____.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD

ON UNDER AGENDA
ITEM NO. _____.**

By: _____
City Attorney

**STATE OF FLORIDA
COUNTY OF ORANGE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RUSTY JOHNSON** and _____, personally known to me to be the Mayor and City Clerk, respectively, of the **CITY OF OCOEE, FLORIDA** and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, _____.

Signature of Notary

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____



C-1.0	COVER SHEET
C-2.0	OVERALL MASTER DEVELOPMENT PLAN
C-2.1	RIGHT OF WAY EXCHANGE PLAN
C-3.0	OVERALL AERIAL PLAN
C-3.1	APARTMENT SITE PLAN
C-3.2	TOWNHOUSE SITE PLAN
C-3.3	SOUTHEAST COMMERCIAL SITE PLAN
C-4.0 - C-4.1	MASTER INFRASTRUCTURE PLAN
C-8.0 - C-8.2	APARTMENT BUILDING ELEVATIONS
C-8.3	TOWNHOUSE BUILDING ELEVATIONS
C-8.4	SE COMMERCIAL BUILDING ELEVATIONS
C-8.5	NW COMMERCIAL BUILDING ELEVATIONS
C-8.6	SE COMMERCIAL BUILDING ELEVATIONS
C-8.7	SE COMMERCIAL BUILDING ELEVATIONS

LOCATION MAP
N.T.S.

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED
WITH THE ORIGINAL SEAL OF RICHARD C. WOHLFARTH,
ILLINOIS JUDGE, 833044

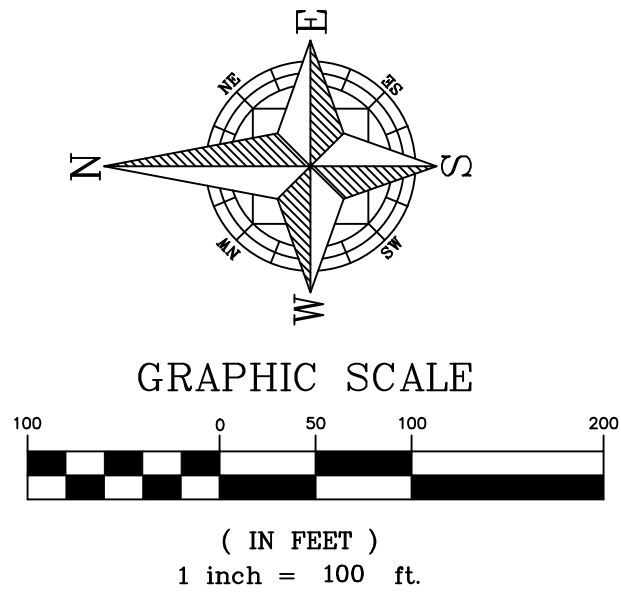
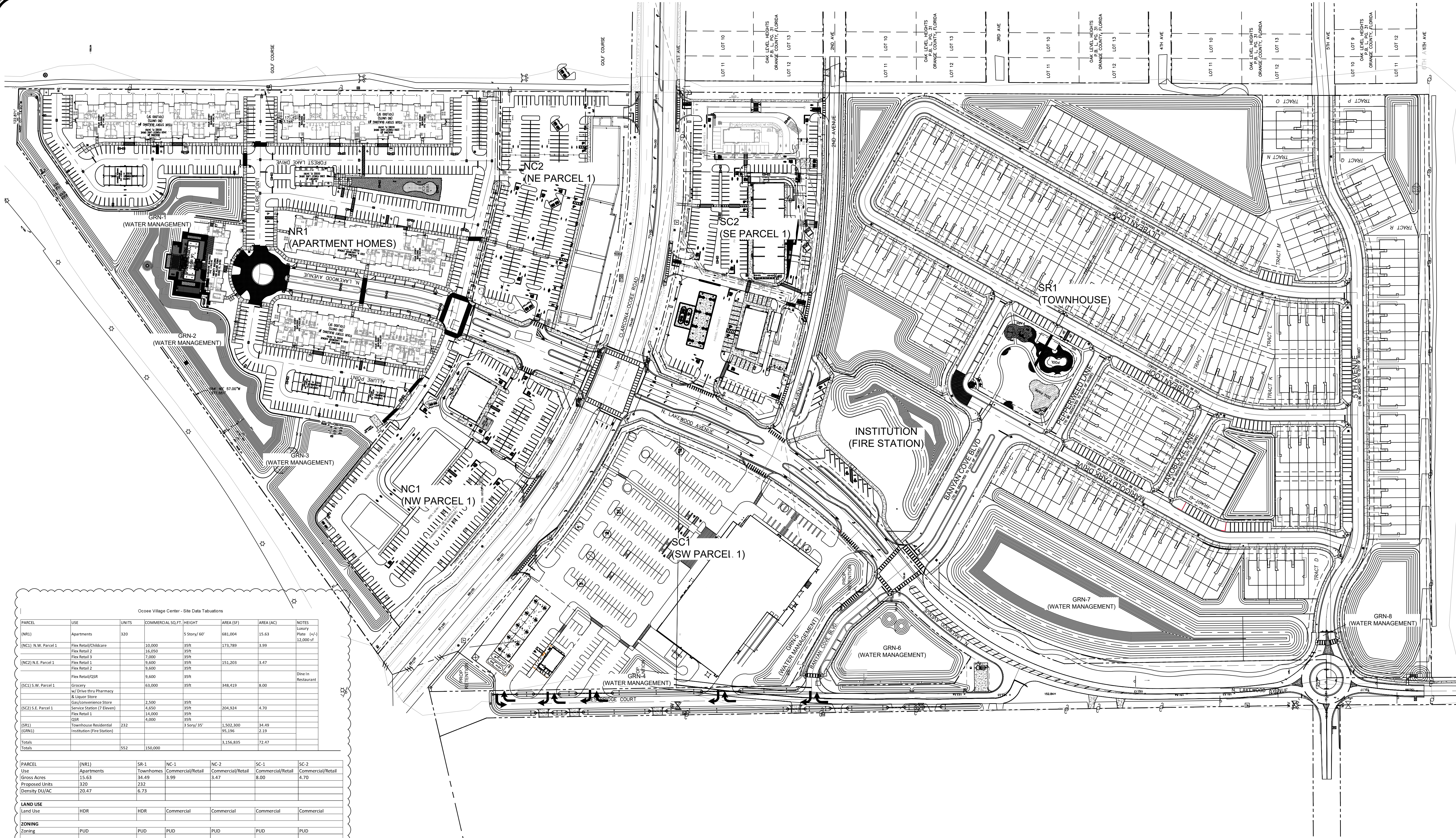
Ocoee Village Center - Site Data Tabulations							
PARCEL	USE	UNITS	COMMERCIAL SQ.FT.	HEIGHT	AREA (SF)	AREA (AC)	NOTES
(NR1)	Apartments	320		5 Story/ 60'	681,004	15.63	Luxury Plate (+/-) 12,000 sq ft
(NC1) N.W. Parcel 1	Flex Retail/Childcare		10,000	35ft	173,789	3.99	
	Flex Retail 2		15,950	35ft			
	Flex Retail 3		7,000	35ft			
(NC2) N.E. Parcel 1	Flex Retail 1		9,600	35ft	151,203	3.47	
	Flex Retail 2		9,600	35ft			
	Flex Retail/CSR		9,600	35ft			Dine In Restaurant
(SC1) S.W. Parcel 1	Grocery w/ Drive thru Pharmacy & Liquor Store		63,000	35ft	348,419	8.00	
	Gas/convenience Store		2,500	35ft			
(SC2) S.E. Parcel 1	Service Station (T Eleven)		4,650	35ft	204,924	4.70	
	Flex Retail 1		14,000	35ft			
	CSR		4,000	35ft			
(SR1)	Townhouse Residential	232		3 Story/ 35'	1,502,300	34.49	
(GRN1)	Institution (Fire Station)				95,196	2.19	
Totals					3,156,835	72.47	
Totals		552	150,000				

PARCEL	(NR1)	SR-1	NC-1	NC-2	SC-1	SC-2
Use	Apartments	Townhomes	Commercial/Retail	Commercial/Retail	Commercial/Retail	Commercial/Retail
Gross Acres	15.63	34.49	3.99	3.47	8.00	4.70
Proposed Units	320	232				
Density DU/AC	20.47	6.73				

LAND USE						
Land Use	HDR	HDR	Commercial	Commercial	Commercial	Commercial

ZONING						
Zoning	PUD	PUD	PUD	PUD	PUD	PUD

MINIMUM LOT SIZE, HEIGHT, SET BACKS & SEPARATION						
Lot Width (ft.)	N/A	22'	N/A	N/A	N/A	N/A
Lot Depth (ft.)	N/A	110'	N/A	N/A	N/A	N/A
Lot Area (sq. ft.)	N/A	2,200	N/A	N/A	N/A	N/A
Building Separation (ft.)	20'	20'	N/A	N/A	N/A	N/A
Building Height	5 Story/ 60'	3 Story/ 35'	1 Story/ 35'	1 Story/ 35'	1 Story/ 35'	1 Story/ 35'
Set Backs						
Front	N/A	20'				
Side	N/A	10'				
Rear	N/A	25'				
Side Corner	N/A	10'				
Accessory	N/A	5'				



WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 246 N. WESTMONTE DRIVE ALAMONTA SPRINGS, FL 32714 (407) 750-3123		OCOE VILLAGE CENTER ORANGE COUNTY, FLORIDA		OVERALL MASTER DEVELOPMENT PLAN	
SCALE	1"=100'	PROJECT	2018-017	SHEET	C-2.0
DRAWN	DM	DESIGNED	---	CHECKED	RW
DATE	8/16/2023				
W GROUP LAND DEVELOPMENT & ENGINEERING SERVICES BUSINESS NO. 32108					
8/17/23					
NOT TO BE FILED FOR RECORDS UNLESS SIGNED AND DATED WITH THE ORIGINAL SET OF DRAWINGS BY C. WOHLFARTH, FLORIDA P.E. 00004					
REV.	DATE	DESCRIPTION			
1	7/27/2023	REVISED USE TABLE AND PARCEL MAP			



Meeting Date: November 7, 2023

Item #: 6

Contact Name: Chris McKinstry
Contact Number: Ext. 3055

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval of Identity Theft and Fraud Grant. (Deputy Police Chief McKinstry)

Background Summary:

The State of Florida Office of Criminal Justice Grants, Florida Department of Law Enforcement, awarded the Police Department an Identity Theft and Fraud Grant, in the amount of \$9,950 for the second consecutive year. The Identity Theft and Fraud Grant will provide funding to support the investigation and enforcement of personal identification theft and fraud and enhance the investigative skills of our detectives. It will also allow them to dedicate time to specifically investigate fraud cases. The acceptance of the Identity Theft and Fraud Grant requires the execution of an Agreement between the Florida Department of Law Enforcement and Ocoee Police Department.

Issue:

Should the Honorable Mayor and City Commissioners authorize the acceptance of the Identity Theft and Fraud Grant, execution of the Agreement, and expenditure of the funding for the Department to attend advanced training classes related to fraudulent crimes for officers and detectives and/or fund overtime activities for fraud investigations in the 2024 fiscal year?

Recommendations:

Staff respectfully recommends that the Honorable Mayor and City Commissioners authorize the acceptance of the Identity Theft and Fraud Grant, execution of the Agreement, and expenditure of the funding for the Department to attend advanced training classes related to fraudulent crimes for detectives and/or fund overtime activities for fraud investigations in the 2024 fiscal year.

Attachments:

1. Award Agreement

Financial Impacts:

The Identity Theft and Fraud Grant will award the Department \$9,950 to enhance the investigative skills of our detectives and to dedicate investigative time specifically to personal identification theft and fraud cases.

Type of Item: Consent

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Ocoee Police Department**

AWARD AGREEMENT

Award Number: L6010

Project Title: FY2023-2024 Identity Theft and Fraud Grant

Award Period: 10/01/2023 – 06/30/2024

Awarded Funds: \$9,950.00

FLAIR Vendor ID: 596019764

CSFA Catalog Number: 71.042

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Ocoee Police Department (herein referred to as "Recipient"); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement; and

WHEREAS the Department has available funds resulting from an appropriation in Section 943.0412, Florida Statutes intended to provide the Recipient reimbursement of eligible costs resulting from allowable activities as defined in the agreement;

WHEREAS the Department conducted a competitive award solicitation to award a portion of funds to the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

This agreement is subject to the Special Conditions outlined in **Appendix A** and all applicable state financial assistance Standard Conditions provided in **Appendix D**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Scope of Work

Section 943.0412, Florida Statutes provides funding the Florida Department of Law Enforcement to support local law enforcement agencies in the investigation and enforcement of personal identification information theft and fraud. Funds under this program may only be used for the items/activities approved in **Appendix C**.

The Recipient shall prepare and submit to FDLE a monthly "Expenditure Report for Payment" within 30 days after the end of each reporting period. In the event the Recipient is seeking reimbursement of allowable costs identified in **Appendix C**, the "Expenditure Report for Payment" must be accompanied by the supporting documentation outlined in the Appendix.

Project Deliverables

Total payments for all deliverables in **Appendix B** will not exceed the maximum grant award amount.

Payment Requirements and Reporting

This is a cost reimbursement agreement with the ability, under extenuating circumstances, to advance a portion of available award funds that must be reconciled within 45 days. Any request for a cash advance must be accompanied by a signed "Cash Advance Request" form and copies of the supporting documentation detailed in the sections above. Any advanced funds not reconciled within 45 days must be refunded to the Department prior to any further award disbursements.

The Department will reimburse the Recipient for allowable expenditures (**Appendix C**) which are incurred during each reporting period according to the terms and conditions of this award. The Department's determination of acceptable expenditures shall be conclusive.

The Recipient shall provide "Expenditure Request for Payment" reports to the Department attesting to expenditures made during the reporting period. These reports are due 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the Performance Report is due November 30th.

"Expenditure Request for Payment" Reports shall verify the Recipient's compliance with 69I-40.002, F.A.C. Reports must clearly identify the dates costs were incurred, contains a description and quantity of the specific deliverables provided during the reporting period, and the payment amount requested. The reports must contain information regarding the status of project activities and the progress made toward implementing the public firearms safety training sessions. All submitted reports must be certified by the Recipient's chief financial official (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The Recipient shall submit a final "Expenditure Request for Payment" by July 31, 2024. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) of this agreement. All reports will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.

Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Mireya Iannuzzi
Title: Lieutenant
Address: 646 Ocoee Commerce Parkway
Ocoee, FL 34761
Phone: 407-554-7197
Email: miannuzzi@occoee.org

Recipient Chief Official

Name: Saima Plasencia
Title: Chief of Police
Address: 646 Ocoee Commerce Parkway
Ocoee, FL 34761
Phone: 407-905-3160
Email: splasencia@occoee.org

Recipient Chief Financial Officer

Name: Rebecca Roberts
Title: Finance Director
Address: 1 North Bluford Avenue
Ocoee, FL 34761
Phone: 407-905-3190
Email: rroberts@ci.occoee.fl.us

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Patricia Stark
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1252
Email: patriciastark@fdle.state.fl.us

Award Signatures

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including strikeovers, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: 10/27/23

**Recipient
Ocoee Police Department**

Signature: Saima Plasencia

Typed Name and Title: Saima Plasencia, Chief of Police

Date: October 18, 2023

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES

Appendix A: Special Conditions

Grant Number: L6010
Recipient: Ocoee Police Department
Project Title: FY2023-2024 Identity Theft and Fraud Grant
Project Period: 10/01/2023 – 06/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for overtime (salaries and benefits), the Recipient must submit their agencies overtime pay policy to the Office of Criminal Justice Grants.
S0002	The intent of this program is to increase investigation and enforcement efforts. Community education and awareness related expenses are not allowable under this award.

Appendix B - Project Deliverables

Grant Number: L6010
Recipient: Ocoee Police Department
Project Title: FY2023-2024 Identity Theft and Fraud Grant
Project Period: 10/01/2023 – 06/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use grant funds to pay overtime salaries costs for sworn officers and detectives conducting identity theft and/or fraud investigations
Minimum Performance Criteria:	Personnel working on the project will be paid a rate consistent with the Recipient's compensation and pay policy. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only hours worked on eligible activities and supported by appropriate documentation will be reimbursed.
Deliverable Price:	Total payments for this deliverable will be approximately \$5,726.00
Deliverable 2	Recipient will use grant funds to pay expenses for sworn officers and deputies to attend identity theft and/or fraud related training.
Minimum Performance Criteria:	Registration and/or Completion of identity theft and/or fraud related training. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable costs incurred and supported by appropriate documentation will be reimbursed.
Deliverable Price:	Total payments for this deliverable will be approximately \$4,224.00

Appendix C - Budget Details

Grant Number: L6010
Recipient: Ocoee Police Department
Project Title: FY2023-2024 Identity Theft and Fraud Grant
Project Period: 10/01/2023 – 06/30/2024

Budget Category	Total
A. Personnel (Salary/Overtime)	\$4,200.00
B. Fringe Benefits	\$1,526.00
C. Travel	\$3,124.00
D. Equipment (OCO)	\$0.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other Costs	\$1,100.00
TOTAL	\$9,950.00

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

A. Personnel (Salaries & Overtime) = \$4,200.00

The Recipient will use funds to support overtime costs for (2) Detectives working identity theft and fraud cases at an average rate of \$50 per hour.

The Recipient shall provide timesheets, paystubs, and overtime detail reports (if applicable) with each payment request.

B. Fringe Benefits = \$1,526.00

The Recipient will use funds to support fringe benefits associated with overtime hours worked on award activities. The employee portion of any fringe benefit is unallowable.

FICA will be reimbursed at a rate of 7.65%. Special risk retirement will be reimbursed at a rate of 17.46%. Worker's compensation will be reimbursed at a rate of 4.48%. The employer portion of health and life

insurance will be reimbursed at a pro-rated amount corresponding to the number of hours the employee worked on the project.

The Recipient shall provide documentation of the employer-paid fringe benefits such as paystubs, ledger, schedules, benefit summaries, etc. with each payment request to substantiate costs charged to the grant.

C. Travel = \$3,124.00

The Recipient will use grant funds to reimburse hotel rates, airfare and baggage, parking, rental car, and per diem for (2) attendees for travel for the Mid-Atlantic Chapter IAFCI Training (Williamsburg, VA) and the IAFCI Carolinas Chapter Training Seminar (Myrtle Beach, SC). Hotel rates will be reimbursed at a nightly room rate not to exceed the current state travel rate of \$225/night. Rental car reimbursement will not exceed the compact car rate. Per diem will be reimbursed in accordance with State of Florida Travel Guidelines outlined in Section 112.06, Florida Statutes.

The Recipient shall provide course registration confirmation, course agenda, a completed State of Florida Voucher, and hotel, airline, parking, and rental car receipts.

H. Other Costs = \$1,100.00

The Recipient will use funds to reimburse costs for approximately (2) registrations at an estimated rate of \$250 each for the Mid-Atlantic Chapter IAFCI Conference (Williamsburg, VA).

The Recipient will use funds to reimburse costs for approximately (2) registrations at an estimated rate of \$250 each for the IAFCI Carolinas Chapter Training Seminar (Myrtle Beach, SC).

The Recipient shall provide invoices, proof of payment, and training agendas with each payment request.

Appendix D - Fiscal Year 2023-2024 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive

compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent

(.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services

and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement

according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.



Meeting Date: November 7, 2023

Item #: 7

Contact Name: Jack Davidson
Contact Number: Ext. 3319

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval to Relinquish Police Department Drones to FDLE for Cost Reimbursement. (Police Chief Plasencia)

Background Summary:

The Florida Legislature amended Florida Statute Section 934.50, during the 2022 session which required governmental agencies using any drone not produced by an approved manufacturer to implement a plan to discontinue the use of such drone by January 1, 2023. The State is providing funding for agencies to replace drones which are not in compliance with Florida Administrative Code Rule 60GG-2.0075 and requiring the relinquishing of the drones to the Florida Department of Law Enforcement for destruction. The Police Department has four drones, which are no longer compliant and is requesting to relinquish these drones to the Florida Department of Law Enforcement for reimbursement in the amount of \$15,735.39. These funds will be reimbursed when the Police Department provides proof of purchase of new drones, meeting the requirements of the Florida State Statute.

Issue:

Should the Honorable Mayor and City Commissioners authorize the Police Department to relinquish four non-compliant drones to the Florida Department of Law Enforcement in order to receive cost reimbursement of \$15,735.39 to purchase replacement drones?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the Police Department to relinquish four non-compliant drones to the Florida Department of Law Enforcement in order to receive reimbursement of \$15,735.39 to purchase replacement drones.

Attachments:

1. Drone Reimbursement Valuation Calculation

Financial Impacts:

Upon the relinquishment of all four non-compliant drones and the purchase of replacement drones, the State will provide reimbursement, in the amount of \$15,735.39, to the City.

Type of Item: Consent



Meeting Date: November 7, 2023

Item #: 8

Contact Name: Vincent Ogburn
Contact Number: Ext. 3038

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval of Subgrant for FDOT Highway Traffic Safety Funds. (Police Chief Plasencia)

Background Summary:

According to the Florida Department of Transportation (FDOT) fiscal year 2024 Highway Safety Matrix, Group II, Population of 15,000 to 74,999, the City of Ocoee ranked 10 out of 104 agencies for speed and aggressive driving-related serious injuries or fatalities and 20 out of 104 in distracted driving crashes. Traffic fatalities in the City of Ocoee have remained high for a three-year period, with the highest rate recorded in 2021, when 8 fatalities occurred. This year the City has seen 3 fatalities as of the writing of the grant. The enforcement efforts of the Police Department's Traffic Unit, augmented by uniform patrol, have slowed down the fatalities and injuries. However, it is clear that continued extended enforcement and education efforts are needed to continue the downward trend. The Police Department has been awarded the FDOT Subrecipient Highway Safety Grant to support these efforts. The grant award is for \$65,000 to cover overtime salary and benefits costs for speed enforcement details on specific roads within the City.

Issue:

Should the Honorable Mayor and City Commissioners approve to accept and execute the FDOT Subrecipient Highway Safety Grant, in the amount of \$65,000, to support the Police Department's efforts to reduce injury and fatality crashes?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners authorize the acceptance and execution of the FDOT Subrecipient Highway Safety Grant. This grant makes it clear that continued extended enforcement and education efforts are needed to reduce incidents of traffic-related injuries and fatalities on the city's roadways.

Attachments:

1. FDOT Subgrant Agreement - 2024

Financial Impacts:

The City of Ocoee will be awarded, via grant reimbursement, \$65,000 for overtime expenditures to conduct traffic enforcement.

Type of Item: Consent

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

<i>For FDOT Use Only</i> Project Number: SC-2024-00303		FDOT Contract Number: G2P24	
Federal Funds Awarded: \$65,000		FDOT UEI/SAM Number: RFKGNHR7ZH37	
Subgrant Award (Start) Date:		Subgrant End Date: 09/30/2024	
Part I: GENERAL ADMINISTRATIVE INFORMATION			
1. Project Title: Operation Safe Streets			
2. Federal Funding: \$65,000		Match: \$	Total Cost: \$65,000
3. Subrecipient Agency: Agency Name: City of Ocoee Address: 1 N. Bluford Ave City: Ocoee State: Florida Zip: 34761		4. Implementing Agency: Agency Name: Ocoee Police Department Address: 646 Ocoee Commerce Parkway City: Ocoee State: Florida Zip: 34761	
5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6019764 008			
6. UEI/SAM Number: LH3BSLKHDRK6			
7. Chief Financial Officer: Name: Rebecca Roberts Address: 1 N. Bluford Ave City: Ocoee State: Florida Zip: 34761 Telephone: (407) 554-7097 E-mail: rroberts@ocoe.org		8. Project Director: (Can not receive any benefit under this subgrant) Name: Deputy Chief Vince Ogburn Address: 646 Ocoee Commerce Parkway City: Ocoee State: Florida Zip: 34761 Telephone: (407) 554-7193 E-mail: vogburn@ocoe.org	
9. Financial Reimbursement Contact: Name: Vanna Lawitzke Title: Finance Manager Telephone: (407) 554-7098 E-Mail: vlawitzke@ocoe.org		10. Project Activity Contact: Name: William Wagner Title: Sergeant Telephone: (407) 554-7195 E-Mail: wwagner@ocoe.org	
11. Payment Remittance Address: Name: City of Ocoee Address: 1 N. Bluford Ave City: Ocoee State: Florida Zip: 34761			

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Ocoee is located on the western side of Orange County, Florida and is a transportation crossroad for Central Florida. Home to nearly 50,00 full-time residents, the City of Ocoee covers 14.1 square miles. The Florida Turnpike, State Road 408, State Road 429, State Road 50, and many other major roadways start, cross, or terminate in Ocoee. On any given day, the daily traffic on the highways and roadways in Ocoee swell with commuters coming and going to work in Orlando and Tampa. Many commercial business vehicles making deliveries from Sysco's headquarters, the Manheim Auto Auction, or various other commercial businesses in the area, call Ocoee home, as their trips start and/or terminate within the City of Ocoee. Ocoee is considered one of the fastest-growing communities in Florida.

According to the Florida Department of Transportation (FDOT) fiscal year (FY) 2024 Highway Safety Matrix, the City of Ocoee ranked 10 out of 104 agencies for speed and aggressive driving-related serious injuries or fatalities. The traffic fatalities in the City of Ocoee have remained high for three years, with the highest rate recorded in 2021 with 8 recorded traffic fatalities. This year we have already experienced three traffic fatalities.

The enforcement efforts by the traffic unit have been assisted by the FY 2023 subgrant for speed and aggressive driving, as well as by the patrol ranks. It appears this extra enforcement is on track to slow down the fatalities and injuries; however, continued and extended enforcement and education efforts are needed to reduce serious injuries and fatalities on the City's roadways.

2. Proposed Solution:

The Ocoee Police Department embraced three of the four "E's" of traffic safety: engineering, education, and enforcement. We believe it takes a blend of these activities to make an impact on driving behaviors. The goal of these solutions is to enhance enforcement and education of speeding and aggressive driving to drive down the overall number of crashes in Ocoee, specifically those most harmful that result in injury and fatalities.

The Ocoee Police Department will utilize historical crash data balanced against weekly crash data to determine the areas where enforcement and education are most needed and would be most effective.

We will utilize information from the 2020 National Highway Traffic Safety Administration (NHTSA) "Countermeasures the Work" (CTW), 10th edition. The information from Chapter 3, 2.2 High Visibility Enforcement will be utilized to schedule high visibility traffic enforcement overtime details with a "zero tolerance" for speeding and aggressive driving. The Ocoee Police Department will identify the top 5 locations for crashes from the previous month. This information will be shared with the offices participating in subgrant overtime details and will be implemented in those areas to impact the identified problem locations.

Counter Measure Chapter 3, 2.3 Other Enforcement Methods: Reactive speed signs are a tool we will utilize to educate the public about their compliance or lack of compliance with speed limits throughout the city and specifically in the identified problem areas.

Countermeasure 4.1 Communications and Outreach Supporting Enforcement: The Ocoee Police Department has in its mission statement that we partner with the community to enhance the quality of life. To that end, we will attend community relation events such as Coffee with A Cop, Citizens Police Academy, and other community events, presenting information on safe driving, specifically speeding and aggressive driving.

The Ocoee Police Department will partner with the Community Traffic Safety Team, local Law Enforcement Liaison (LEL), and will participate in statewide public awareness campaigns sponsored by the Florida Department of Transportation State Safety Office.

The educational component of the campaign will consist of a series of education to the public through the use of

message boards, local media outlets, social media, and press releases regarding the purpose and goals of the campaign and how it will affect the community.

The Program Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. Also, the Project Director will ensure that funds from this program are used prudently and conservatively to ensure that the award will extend the entire subgrant cycle. Every officer who performs under this subgrant will complete any mandated training and will complete the FDOT State Safety Office Daily Activity Log for each day of enforcement during the subgrant cycle. Those logs will be submitted and maintained by the Project Coordinator, who will ensure that copies are attached to each reimbursement invoice.

3. Project Objectives:

- a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.
- b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 5% when compared to the 10/01 to 06/30 time period from the previous year.
- c. Conduct at least 1 speed and/or aggressive driving high visibility overtime enforcement operation per month.
- d. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.
- e. Conduct and or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period.
- f. Provide speed and/or aggressive driving information and education to the public through the use of message boards/local media outlets/social media/press releases at least 3 times during the project period.

4. Evaluation:

- a. Enforcement activity start date.
- b. Speed and/or aggressive driving crashes and fatalities are reduced by 5% citywide, compared to the 10/01 to 06/30 time period from the previous year.
- c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted per month.
- d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.
- e. The number of educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.
- f. The number of instances that speed and/or aggressive driving information and education are provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title:Operation Safe Streets

Project Number:SC-2024-00303

FDOT Contract Number: G2P24

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.					
BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	\$65,000	\$	\$65,000	No
Subtotal:		\$65,000	\$	\$65,000	
B. Contractual Services					
Subtotal:		\$	\$	\$	
C. Expenses					
Subtotal:		\$	\$	\$	
D. Equipment Costing \$5000 or More					
Subtotal:		\$	\$	\$	
E. Indirect Cost					
Subtotal:		\$		\$	
Total Cost of Project:		\$65,000	\$	\$65,000	

Part IV: PERFORMANCE REPORT

Project Title: Operation Safe Streets

Project Number: SC-2024-00303

FDOT Contract Number: G2P24

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon approval of this subgrant agreement for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient and its Implementing Agency. This agreement is line item specific and an amendment to the subgrant agreement is required for any reallocation of funds provided under this subgrant agreement.

FEDERAL REGULATIONS

- 1. Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this subgrant agreement, as provided under applicable State or Federal law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this subgrant agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the project into compliance with this subgrant agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

- 2. Audit.** The administration of resources awarded through the Department to the Subrecipient by this subgrant agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.
 - (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this subgrant agreement. By entering into this subgrant agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this subgrant agreement is subject to the following requirements:
 - i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this subgrant agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this subgrant agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).
- iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this subgrant agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance
 - 3. Wholly or partly suspend or terminate the Federal award
 - 4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency)
 - 5. Withhold further Federal awards for the Project or program
 - 6. Take other remedies that may be legally available
- vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

- (c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.
- (d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after subgrant completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is \$5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) 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). The Subrecipient shall include this provision in all subcontract awards in excess of \$150,000.

6. Code of Conduct. The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

(a) The Subrecipient agrees to the following disclosures:

- i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the subrecipient has taken or proposes to take to avoid or mitigate such conflict.
- ii. NHTSA will review the disclosure and may require additional relevant information from the subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a subrecipient, and the officers, employees or agents of a subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. Conferences and Inspection of Work. Conferences may be held at the request of any party to this subgrant agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. Contract Work Hours and Safety Standards Act. Where applicable, all subcontracts under this subgrant agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Debarment and Suspension. No subcontract issued under this subgrant agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Disadvantaged Business Enterprises (DBE).

(a) The Subrecipient agrees to the following assurance:

The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this subgrant agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

- (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

- 15. No Federal Obligation.** This agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
- 16. Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex)
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age)
 - (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not)
 - (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
 - (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
 - (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100)
 - (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government
 - (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation
 - (l) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA
- (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program

17. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this subgrant agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

The Federal Government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. Political Activity. The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. Prohibition on certain telecommunications and video surveillance services or equipment. Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. Property Accountability. The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this subgrant agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this subgrant agreement.

21. Restrictions on Lobbying. The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

- (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

- (a) **Generally.** If: (i) the Subrecipient abandons or, before the end of the federal fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.340-343.
- (b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.
- (c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

- 25. Title VII - Civil Rights Act of 1964.** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 1981, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.
- 26. Americans with Disabilities Act of 1990 (ADA).** Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.
- 27. Integrity Certification.** By signing this Subgrant Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 28. Federal Encouragements.**
- (a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.
 - (b) **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subrecipients are encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.
 - iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are \$15,000 or more.
- 29. Reversion of Unexpended Subgrant Funds.** All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

- 30. Compliance with State Procurement of Personal Property and Services Laws.** The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this subgrant agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.
- (a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - (b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

- (c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Department subgrant agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this subgrant agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this subgrant agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Indemnification and Insurance.

- (a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

- (b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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

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

- (c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. Subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this subgrant agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this subgrant agreement specifically agree that no provision in this subgrant agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this subgrant agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this subgrant agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this subgrant agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

41. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

42. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

43. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

44. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

45. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

- 46. Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
- 47. Bonus or Commission.** By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 48. Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:
- Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450
- 49. Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- 50. Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
- 51. Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.
- 52. Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.
- 53. IRS Form 990 Annual Report and Executive Compensation Reporting.** Pursuant to Governor's Executive Order 20-44, if the Subrecipient is required by the Internal Revenue Code to file **IRS Form 990** and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Subrecipient shall submit an Annual Report to the Department, including the most recent **IRS Form 990**, detailing the total compensation for each member of the Subrecipient executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. Subrecipient shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports required by this Amendment within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Subrecipient. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at **fdotsingleaudit@dot.state.fl.us** within 180 days following the end of each tax year of the Subrecipient receiving Department funding.

GRANT MANAGEMENT

- 54. Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this subgrant agreement. Amendments to this subgrant agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this subgrant agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this subgrant agreement shall be in the form of a written request signed by one of the original signatories of this subgrant agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.
- 55. Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this subgrant agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this subgrant agreement and in accordance with the Department's decision(s).

- 56. Equipment.** Any equipment purchased under this subgrant agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.
- (a) **Use of Equipment.** All equipment shall be used for the originally authorized subgrant agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.
 - (b) **Equipment Costing \$5,000 or more.** Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit shall be subject to the following requirements:
 - i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.
 - ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.
 - (c) **Disposition of Equipment Costing \$5,000 or more.** In the event the equipment is no longer needed for the originally authorized subgrant agreement purpose(s) or has reached the end of its useful life, Subrecipients should use the Equipment Disposition Request Form 500-065-026 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.
 - (d) **Disposition of Equipment Costing Less than \$5,000.** Equipment that does not meet the unit purchase price threshold of \$5,000 should be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition should be noted in the Subrecipient files.
 - (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.
 - (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR Section 200.313. The Subrecipient must use the equipment for the authorized purposes of the project, whether or not the project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR Section 200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the project or in accordance with other authorized uses under 2 CFR Section 200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this project or for other uses authorized by USDOT.
- 57. Expense Purchases for \$200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of \$200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.
- 58. Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this subgrant agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.
- Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

- 59. How this Subgrant Agreement is Affected by Provisions Being Held Invalid.** If any provision of this subgrant agreement is held invalid, the remainder of this subgrant agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.
- 60. Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:
- (a) Failure to provide the required audits
 - (b) Failure to provide required performance and final narrative reports in the required time frame
 - (c) Failure to perform work described in Part II of this subgrant agreement
 - (d) Failure to provide reimbursement requests and performance reports in a timely manner
 - (e) Providing fraudulent performance reports or reimbursement requests
 - (f) Misuse of equipment purchased with Federal highway safety funds
- 61. Performance.** In the event of default, noncompliance, or violation of any provision of this subgrant agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this subgrant agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.
- 62. Personnel Hired or Paid Under this Subgrant Agreement.**
- (a) **Project Director.** Persons holding the position of Project Director for this subgrant agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this subgrant agreement.
 - (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this subgrant agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this subgrant agreement. No other allocation method is allowable for reimbursement.
 - (c) **Bonuses or stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for Subgrant execution. Increases in Subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Subgrant are allowable and eligible for reimbursement.
 - (d) **Overtime.**
 - i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this subgrant agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.
 - ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours.

- iii. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

63. Reports. The following reports are required for reimbursement of subgrant funding:

- (a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this subgrant agreement.
- (b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.
- (c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.
- (d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for subgrant agreement monitoring.

64. Term of this Subgrant Agreement. Each subgrant agreement shall begin on the date the last party signs this subgrant agreement and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this subgrant agreement is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135 (6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

65. Travel.

- (a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers*.
- (b) **Authorization and Restriction.** All travel authorized under this subgrant shall be subject to any additional authorization requirements or restrictions imposed by: the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the subgrant period.
- (c) **Prerequisite Approvals.** All subgrant travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the subgrant activities and is within the travel budget of the project and relevant to the project. Additional detail is required if the travel meets any of the following criteria:
 - i. Purchase of Air fare
 - ii. Travel to conference
 - iii. Travel which includes a registration fee
 - iv. Out-of-subgrant-specified work area travel

v. Out-of-state travel

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

- (d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed \$225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of \$225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the \$225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.
- (e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

66. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this subgrant agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

67. Allowable Costs. The allowability of costs incurred under this subgrant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this subgrant agreement shall be allowable.

68. Subcontract Agreements.

- (a) **Requirement for Pre- Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and approval. Approval of this subgrant agreement does not constitute approval of subcontract agreements.
- (b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:
 - i. Beginning and end dates of the subcontract agreement (not to exceed this subgrant agreement period)
 - ii. Total contract amount
 - iii. Scope of work/Services to be provided
 - iv. Quantifiable, measurable, and verifiable units of deliverables
 - v. Minimum level of service to be performed and criteria for evaluating successful completion
 - vi. Budget/Cost Analysis
 - vii. Method of compensation/Payment Schedule

(c) **Additional Required Clauses.**

- i. **All subcontract agreements shall contain the following statement:**
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert project number). A final invoice must be received by (insert date) or payment will be forfeited."
- ii. **Buy American Act clause** (see Section 4 of Part V)
- iii. **Certification Regarding Federal Lobbying** (see Section 21 of Part V)
- iv. **Cooperation with Inspector General** (see Section 32 of Part V)
- v. **DBE Clause** (see Section 10 of Part V)
- vi. **E-Verify clause** (see Section 33 of Part V)
- vii. **Nondiscrimination clause** (see Section 16 of Part V)
- viii. **Clean Air Act and Federal Water Pollution Control Act clause** (subcontracts in excess of \$150,000) (see Section 5 of Part V)
- ix. **Integrity Certification Clause** (see Section 27 of Part V)
- x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of \$100,000) (see Section 8 of Part V)
- xi. **Indemnification and Insurance** (see Section 34 of Part V)
- xii. **Policy on Banning Text Messaging While Driving Act** (subcontracts in excess of \$15,000) (see Section 28 of Part V)
- xiii. **Human Trafficking Clause** (see Section 23 of Part V)
- xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms** (see Section 12 of Part V)
- xv. **Termination for Convenience** (see Section 22 of Part V)

69. Indirect Costs. Indirect costs included in this subgrant agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

70. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this subgrant agreement period. Only project costs incurred on or after the effective date and on or prior to the end date of this subgrant agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

71. Procedures for Reimbursement.

- (a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).
- (b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

- (c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. **Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.**

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

- a. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- b. **Fringe Benefits:** Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

- ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.
- iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.
- v. **Equipment Costing \$5,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.
- vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

- (d) **Frequency and Deadlines for Submission.**

- i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this subgrant agreement being terminated.
 - ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this subgrant agreement period. Such request should be distinctly identified as **Final**.
The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this subgrant agreement period.
- (e) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this subgrant agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.
 - (f) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of \$5,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.
 - (g) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.
 - (h) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.
 - (i) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.
 - (j) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of subgrant agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or subgrant agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this subgrant agreement term.
 - (k) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
 - (l) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, Florida Statutes, the Subrecipient shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

- ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to s. 215.985, Florida Statutes, and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

- 72. Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this subgrant agreement shall be maintained and made available upon request to the Department at all times during the period of this subgrant agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- 73. Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the subgrant award during the subgrant period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the subgrant award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the project.
- 74. Registration for Attendance.** No activities funded under this subgrant agreement shall charge a registration fee for attendance.
- 75. Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

- 76. Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.
- 77. Enforcement.**
- (a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.
 - (b) **Aircraft Enforcement.** Subgrant funding will not be utilized or reimbursed for enforcement from aircraft.
 - (c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.
 - (d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this subgrant agreement period.
 - (e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.
High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

- (f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.
- (g) **Impaired Driving Enforcement.**
- i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.
 - ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving mobilizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.
 - iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:
 - a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course
 - b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course
 - c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course
 - d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course
 - e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course
 - f. Be an active certified Drug Recognition Expert (DRE)
- (h) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- (i) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.
- (j) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving mobilization for Operation Southern Slow Down.
- i. **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment.
 - ii. **Conforming Product List.** Any speed measuring device purchase with subgrant funding should be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.
- (k) **Teen Safe Driving Enforcement.**
- i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

- ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment.

78. Public Service Announcements, Marketing, and Advertisements.

- (a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.
- (b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

- i. What program/policy the paid media is supporting
 - ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol
 - iii. The amount allocated for paid media
 - iv. Anticipated creative costs associated with the paid media
 - v. The measures that will be used to assess message recognition and penetration of the target audience.
- (c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by" or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.
 - (d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this subgrant agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

79. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and approval.

Requests should include the following:

- (a) What public information or educational item is being requested
- (b) What program/policy is the item supporting
- (c) Who the target audience is
- (d) How the item will be distributed
- (e) Estimated unit cost(s) for the item
- (f) Current inventory levels (if any) of the item

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this subgrant agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), Use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this subgrant agreement.

80. Publication and Printing of Observational Surveys and Other Reports.

- (a) **Review and Publication.** During this subgrant agreement period, but before publication or printing, the final draft of any report or reports required under this subgrant agreement or pertaining to this subgrant agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After this subgrant agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.
- (b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without advance approval.
- (c) **Required Language.** Each publication or other printed report covered by Paragraph 80(a) above shall include the following statement on the cover page:
 - i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.
 - ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

81. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

82. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this subgrant are as follows:

CFDA Number and Title:

- ☒ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** \$65,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements

**Research and Development as defined at §200.87, 2 CFR Part 20

Federal resources awarded pursuant to this subgrant are subject to the following audit requirements:

- (a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this subgrant may also be subject to the following:

- (a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsr.gov
- (b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FLO	05/16/2022

Project Title:

Operation Safe Streets

Project Number:

SC-2024-00303

FDOT Contract Number:

G2P24

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only) STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION By: Authorized FDOT State Safety Office Representative Date: Date Signed	SUBRECIPIENT By: Signature of Authorized Representative Name: Authorized Representative's Name Printed Title: Authorized Representative's Title Printed Date: Date Signed
Reviewed for the Florida Department of Transportation: By: Authorized FDOT Attorney Date: Date Signed	IMPLEMENTING AGENCY By: Signature of Authorized Representative Name: Authorized Representative's Name Printed Title: Authorized Representative's Title Printed Date: Date Signed

NOTE: These signatures are the only recognized authorized representatives for this agreement, unless delegation is granted in writing.



Meeting Date: November 7, 2023

Item #: 9

Contact Name: Saima Plasencia
Contact Number: Ext. 3022

Department Director: Saima Plasencia
City Manager: Robert Frank

**Subject: Approval of the Seventh Amendment to the Photo Enforcement Services Agreement.
(Police Chief Plasencia)**

Background Summary:

The Police Department desires to ensure the safety of the citizens traveling the roadways within the City's limits. The disregard of traffic control signals within intersections and speeding in school zones pose a threat to all citizens who travel on our roadways. The current contract with American Traffic Solutions (ATS) expires on December 02, 2023. However, the Police Department and the Contractor desire to extend the term of the Agreement for an additional five years with renewals contingency to end with written notice 120 prior to the term's expiration. The Seventh Amendment reduces the cost of each camera system while maintaining features and provides the opportunity to expand the Traffic Intersection Safety Program, which would also include the enforcement of speed within the City's School Zones. Prior to considering a contract extension with ATS, the Ocoee Police Department reviewed vendor services with other cities to ensure Ocoee was getting the most favorable terms and conditions.

Issue:

Should the Honorable Mayor and City Commissioners approve the Seventh Amendment to the Agreement with ATS?

Recommendations:

Section 21.5C of the Ocoee Code, allows the City Commission to waive the standards in City Code by a majority vote for commodities or services in excess of \$50,000.00. Therefore, pursuant to the authority stated in section 21.5C of the Ocoee Code, staff recommends that the Honorable Mayor and City Commissioners waive the bid requirements of the purchasing code and approve the seventh amendment to the agreement with ATS. Staff believes this to be in the best interest of the City due to the overall cost of the program and to prevent the possible downtime of removing the existing cameras and installing new ones. In addition, continuing with the current vendor eliminates the need for training all employees utilizing a new system. The staff is confident in this recommendation due to the City's experience with ATS, their overall experience in the industry, and the customer service they have provided the City of Ocoee since 2008. Furthermore, under the proposed Seventh Amendment to the Agreement, the terms and conditions extended to the City of Ocoee are more favorable than our existing agreement with ATS.

Attachments:

1. Services Agreement

Financial Impacts:

There will be a decrease in the cost of the monthly camera operation cost. The expansion of the Intersection Safety Program to include the addition of school speed zone enforcement would be an increased cost.

Type of Item: Consent

**SEVENTH AMENDMENT TO CITY OF OCOEE PHOTO ENFORCEMENT SERVICES
AGREEMENT: RED LIGHT SAFETY CAMERAS, FIXED SPEED SAFETY CAMERAS AND
TRANSPORTABLE SPEED SAFETY CAMERA SYSTEMS
WITH ENHANCED VIDEO AND ALPR SOLUTION SERVICES**

This Photo Enforcement Services Agreement includes the attached Exhibits (“Agreement”) and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) and the City of Ocoee, Florida (“Customer”).

WHEREAS, Customer desires to continue and/or expand photo enforcement program to enforce traffic violations (the “Program”) in accordance with §316.0083 and Chapter 2023-174, Florida Statutes and ordinance code §§168-10-.14 and _____;

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Back-office System “BOS”, including certain knowledge, equipment, licenses, and the processes for processing Events;

WHEREAS, Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

WHEREAS, Customer desires to use the Camera Systems together with the BOS to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program; and

WHEREAS, Customer has determined that it has the authority to enter into this Agreement in compliance with the laws, regulations, and policies applicable to it, including procurement laws, regulations, and policies.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met. This Agreement is effective on the date of execution by the last signatory to this cover page (“Effective Date”).

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF OCOEE, FLORIDA

By: _____
Name: _____ Date _____
Title: _____

By: _____
Name: _____ Date _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

I. DEFINITIONS

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road including up to four (4) contiguous lanes and, if applicable controlled by up to two (2) signal phases, on which a Camera System may be installed or deployed upon the mutual agreement of the parties.

“Back-Office System” or “BOS”: The proprietary back-end system that processes Events and Violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or “Camera”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe (if applicable), and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation, which records such data with one (1) or more images of such vehicle. **“Camera System”** may refer to either a Red Light Safety Camera System, a Fixed Speed Safety Camera System, or a Transportable Speed Safety Camera System, depending on the context.

“Change Order Notice”: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

“Change Order Proposal”: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

“Citation”: A citation, notice of violation, notice of infraction, notice of liability or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in the BOS.

“Designated Safety Zone”: A designated safety zone in which a Camera System may be installed or deployed.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in **EXHIBIT A**.

“Fixed Speed Safety Camera System”: A Camera System that uses radar, or other vehicle detection technology, to capture the speed of a motor vehicle and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

“Laws”: All federal, state, or local, laws, ordinances, regulations, and orders.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation or deployment of a given Camera System, a form of which is attached as **EXHIBIT C**.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Paid Citation”: A situation where the Person cited has paid any portion of the penalty, fine, funds, fees or costs associated with the particular Citation.

“Person” or “Persons”: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Photo Enforcement Infrastructure”: The poles, foundation, conduit, and other below-grade infrastructure associated with installing Camera Systems.

“Program Revenue”: Any gross penalty, fine, funds, fees or costs paid by a violator for any reason related to any Violation.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties. The initial project timeline will be prepared assuming the active cooperation and engagement of the Program stakeholders set forth in Section 2.1.1 of **EXHIBIT B**.

“Red Light Safety Camera System”: A Camera System that uses vehicle detection technology to capture a vehicle traversing a red light traffic signal and generates recorded images of an Event and is installed on a mutually agreed upon Approach.

“System”: A Camera System and the related Photo Enforcement Infrastructure.

“Transportable Speed Safety Camera System”: A Camera System, which is capable of capturing speed Events, capable of being moved from a Designated Safety Zone to another.

“Violation”: A failure to obey an applicable traffic law or regulation related to a failure to obey a traffic signal or related to operating a motor vehicle in excess of the posted speed limit, as determined in Customer’s sole discretion.

II. GENERAL TERMS AND CONDITIONS

1. VERRA MOBILITY AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 1.

2. CUSTOMER AGREES TO PROVIDE:

The scope of work identified in **EXHIBIT B**, Section 2.

3. (if applicable) ADDITIONAL SERVICES:

Verra Mobility shall provide the additional services set forth on **EXHIBIT B**, Sections 3.1 - Enhanced Video Services and 3.2 - Automated License Plate Recognition (ALPR) Solutions, subject to the additional terms and conditions specified therein.

4. TERM:

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years from the Effective Date, unless new Camera Systems are installed subsequent to the Effective Date, then the term shall continue for five (5) years from the first day of the month following the first-issued Citation from the last Camera System that is installed or deployed pursuant to the last Notice to Proceed delivered by Customer to Verra Mobility. This Agreement will automatically extend for consecutive one (1) year terms. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

5. FEES AND PAYMENT:

- 5.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1. Payments for Fees shall be made via Automated Clearing House (ACH).
- 5.2 Invoices shall be in standard Verra Mobility format and provided electronically.
- 5.3 Customer shall pay all Fees due Verra Mobility based upon invoices from the preceding month within thirty (30) days of submission. Late payments may be subject to interest calculated at 1.5% per month on open balances.
- 5.4 Verra Mobility's Fees will be fixed for the first twelve (12) months the Customer is invoiced under the Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Consumer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.
- 5.5 Flexible Payment Plan:

During the term of the Agreement, payments by the Customer may be made to Verra Mobility under a Flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due Verra Mobility. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to Verra Mobility during the term of the Agreement. If at the end of the term sufficient funds have not been collected by the Customer to pay the accrued balance then due to Verra Mobility, Verra Mobility agrees to waive its right to recovery with respect to any balance owing to Verra Mobility at the end of that term.

This Flexible Payment Plan will be applied as follows: Verra Mobility will maintain an accounting of any net balances owed Verra Mobility each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the Verra Mobility invoice for the same month, the Customer shall pay Verra Mobility the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the Verra Mobility invoice for the same month, the Customer shall pay Verra Mobility only the amount collected during the same month and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide Verra Mobility with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due Verra Mobility will be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the Verra Mobility invoices, including any accrued balance are fully repaid, Customer will retain all additional funds collected. Any funds in excess of the total balance due (whether reserved in cash or not by Customer) will be available to offset future Verra Mobility invoices during the term of the Agreement and any renewal term. Customer agrees and understands the Flexible

Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per Camera System basis or on a per month basis.

Example: Fee of \$4,750 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is \$5,000, camera #2 revenue is \$3,500, camera #3 revenue is \$6,000 and camera #4 revenue is \$3,000, the total revenue from the Camera System for the month is \$17,500. Verra Mobility would invoice Customer for \$19,000 (\$4,750 x 4 Camera Systems). However, Customer would only be required to pay \$17,500 in Month 1 and the \$1,500 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 Camera Systems was \$25,000, Verra Mobility would invoice the Customer \$19,000 (\$4,750 X 4 Camera Systems) and the prior month \$1,500 deficit would also be due. The Customer is not responsible for any previously deferred balance remaining after termination of the Agreement.

Flexible Payment Plan – Limitations. This provision shall not apply if: (1) Customer elects not to enforce all legally enforceable Violations; (2) Customer elects not to pursue collections on unpaid Violations; (3) Customer directs Verra Mobility to install a camera at a site where violation rates are projected by Verra Mobility to be below the rate required by Verra Mobility for an acceptable installation; (4) Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to law enforcement for acceptance according to the Business Rules; or (5) Customer does not provide Verra Mobility with access to an accurate accounting of all payments received other than payments received through Verra Mobility enabled payment channels.

6. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Camera Systems or the BOS. Verra Mobility reserves the right to assess a fee for such services if such information is requested by a third-party or if Customer could retrieve the information from the BOS without the assistance of Verra Mobility. Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. For any non-Customer requests for information, Verra Mobility shall work collaboratively with Customer to provide requested information in a timely manner to Customer. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

Public Records: As required by section 119.0701, Florida Statutes, Verra Mobility hereby specifically agrees to comply with the public records laws of the State of Florida. Verra Mobility specifically agrees to:

- (i) Keep and maintain public records required by the Customer in order to perform the service.
- (ii) Upon request from the Customer's custodian of public records, provide the Customer 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.
- (iii) 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 Agreement term and following completion of the Agreement if Verra Mobility does not transfer the records to the Customer.
- (iv) Upon completion of the Agreement, Verra Mobility shall maintain all public records in accordance with the Agreement for a period of 180 days and thereafter transfer at no cost to the Customer all of the public records in possession of Verra Mobility. After transfer of all public records to the Customer, Verra Mobility shall not maintain any duplicate public records that are exempt or confidential from

public records disclosure requirements. All records stored electronically must be provided to the Customer upon request from the Customer's records custodian in a format that is compatible with the information technology systems of the Customer. This Subsection (iv) is not intended to supersede Section 15 "Termination", however this subsection (iv) governs as it pertains to what is legally required pursuant to Chapter 119, Florida Statutes.

- (v) In the event Verra Mobility fails to comply with a public records request, the Customer shall be authorized to enforce this contractual provision.

- (vi) **AS IT RELATES TO THIS AGREEMENT, IN THE EVENT VERRA MOBILITY HAS QUESTIONS ON ITS DUTY AND APPLICATION OF CHAPTER 119, FLORIDA STATUTES, VERRA MOBILITY SHALL CONTACT THE CUSTOMER RECORDS CUSTODIAN AT: (407) 905-3100 EXTENSION 1022, EMAIL: CCDL@CI.OCOE.FL.US, WITH AN OFFICE LOCATED AT 1 N. BLUFORD DR., OCOEE, FLORIDA 34761.**

7. CONFIDENTIALITY:

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility ("Verra Mobility Confidential Information"). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any public records laws, insofar as they may be applicable.

8. PROPRIETARY RIGHTS:

- 8.1 Back-Office System: Verra Mobility's proprietary BOS is software-as-a-service. Under all circumstances, Verra Mobility shall retain ownership of the BOS and all associated intellectual property rights, including any modifications, configurations, improvements, enhancements, upgrades, or further developments of the BOS, even if modified, configured, improved, enhanced, upgraded, or further developed at the request, feedback, or recommendation of the Customer. Under no circumstance will any modifications,

configurations, improvements, enhancements, upgrades, or further developments of the BOS be considered “Work for Hire” for Customer. Customer agrees not to copy, rent, lease, sell, distribute, or create derivative works based on the BOS or related documentation in whole or in part, by any means except as expressly authorized in writing by Verra Mobility. During the term of our Agreement with Customer, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to access and use the BOS for the sole purpose of Customer performing its obligations under this Agreement.

- 8.2 Systems: Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and all associated intellectual property rights.. On and as of the date of termination of this Agreement, Customer shall be deemed to accept and receive full ownership and control of the Photo Enforcement Infrastructure.
- 8.3 Public Safety Campaign and Public Awareness: As between the parties, Verra Mobility owns and retains all rights, title and interest in and to the Public Safety Campaign Content, if any, created by Verra Mobility and all intellectual property rights therein, excluding all Customer Content. “Public Safety Campaign Content” means all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein produced by Verra Mobility for a Public Safety Campaign pursuant to **EXHIBIT B**. Verra Mobility grants to Customer a perpetual, revocable, non-transferable, and non-exclusive license to use, copy, display, and distribute the Public Safety Campaign Content solely to promote Customer’s photo enforcement programs, and to modify the Public Safety Campaign Content as needed for formatting for exercise of the license granted.
- 8.4 In order to produce the Public Safety Campaign Content, Customer grants Verra Mobility a nonexclusive, fully paid-up, license to use, reproduce, distribute, perform, practice and display, and to create derivatives of all content, trademarks, service marks, works of authorship, products, software, software code, databases, technology, information, data, specifications, documentation, algorithms, technical and business plans, and other materials of any kind, and all intellectual property rights therein provided to Verra Mobility (“Customer Content”) solely for Verra Mobility to (i) create the Public Safety Campaign Content, and (ii) provide services to Customer. Customer has the ability to approve use of any Customer Content in the Public Safety Campaign Content. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable, revocable license to use and display Verra Mobility information, including Verra Mobility trademarks, provided by Verra Mobility on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved by Verra Mobility in advance of use.
- 8.5 Data Use: Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the Camera Systems and the BOS, including through the Enhanced Video Services, as defined in **EXHIBIT B**. Furthermore, Verra Mobility has a right to use non-personalized and aggregated Program data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer’s Program.
- 8.6 Public Disclosure: Verra Mobility Corporation, the ultimate parent company in the corporate family, is a public company registered with the U.S. Securities and Exchange Commission (SEC) with shares of its common stock listed on the NASDAQ. Nothing in this Agreement shall be construed to limit Verra Mobility’s or Verra Mobility Corporation’s ability to comply with our disclosure obligations as interpreted by our attorneys and accountants under applicable, laws, rules, and regulations of the SEC or the NASDAQ.

9. INDEMNIFICATION AND LIABILITY:

- 9.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a “Customer Party” and collectively, the “Customer Parties”) against all liabilities, obligations, losses, damages, penalties and

judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the gross negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party, (ii) to the extent such Loss was caused by Customer Party's access to and use of the Enhanced Video Services, (iii) to the extent such Loss was caused by Customer Party's access to and use of the ALPR Solution, or (iv) any claim or action caused by Customer's failure to perform its obligations under this Agreement.

9.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related the gross negligence of, willful misconduct of, or material breach of this Agreement by the Customer which results in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (a) to the extent caused by the gross negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the Photo Enforcement Infrastructure.

9.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.

9.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the greater of \$1,000,000 or the average of the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, or consequential damages, or lost profits, lost fines, or lost data however caused and on any theory of liability, arising out of or relating to this Agreement.

10. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.

- 10.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by Law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 10.3 Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 combined single limit bodily injury and property damage.
- 10.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.
- 10.5 Certificates showing Verra Mobility is carrying the above-described insurance shall be furnished to Customer within thirty (30) calendar days after Customer request.

Customer shall maintain the following minimum scope and limits of insurance:

- 10.6 Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability.
- 10.7 Worker's Compensation coverage as required by applicable state law and Employer's Liability Insurance.
- 10.8 Business Automobile Liability Insurance coverage for automobiles and all installed equipment, on any automobiles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage.
- 10.9 Upon request, Customer will provide certificates of insurance, listing Verra Mobility as an additional insured on Business Automobile Liability Insurance. If self-insured, the Customer will maintain coverages sufficient to cover any liability specified above that may arise from the performance of this Agreement and show evidence of such. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

11. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE BOS, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

12. STATE LAW TO APPLY:

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

13. DISPUTE RESOLUTION:

- 13.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of

unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 13.2 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties and upon a showing of substantial need by the party seeking discovery.
- 13.3 The arbitrator’s decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
- a) damages inconsistent with the Agreement; or,
 - b) punitive damages or any other damages not measured by the prevailing party’s actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 13.4 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 13.5 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorneys’ fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires the arbitrator to order such payment, the parties will bear their own attorneys’ fees in any matter or dispute under this Agreement.

14. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility’s receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer’s receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement. Any failure of the parties to reach agreement with respect to any foregoing as a result of any proposed changes will not be deemed to be a breach of this Agreement.

15. TERMINATION:

- 15.1 Verra Mobility’s services may be terminated:

- (i) By mutual written consent of the parties; or
- (ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
 - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
 - b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) In the event of termination of this Agreement prior to the end of its term for any reason, except material breach by Verra Mobility, for any new Camera System installed after the Effective Date of this Agreement, Customer shall pay Verra Mobility an early termination fee based on an amount of \$37,000 per Red Light Safety Camera System, \$37,000 per Fixed Speed Safety Camera System and \$0 per Transportable Speed Safety Camera, amortized over sixty (60) months on a straight-line basis for the cost of construction and installation of the Camera System.
- (iv) Customer recognizes the substantial upfront costs Verra Mobility will incur to procure, provide and install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s), vehicle(s), or other equipment in the event Customer terminates or suspends a Notice to Proceed. If a Camera System is removed prior to the end of the term, Customer shall pay the early termination fee applicable to such Camera System as set forth in Section (iii) above.

15.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Camera Systems to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly Fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the BOS for Customer's Program and upon such termination, the BOS, including Verra Mobility provided website accessible by Owners/violators, and related lockbox shall no longer be capable of accepting payments.
- (iii) Except as provided for in Section 15.2(iv) related to the Photo Enforcement Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.

- (iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Photo Enforcement Infrastructure. Upon Customer's request or if otherwise required by Law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Photo Enforcement Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Photo Enforcement Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Photo Enforcement Infrastructure.

15.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

16. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer, and shall cause the applicable law enforcement agency to grant Verra Mobility the authority to act as a limited agent of the law enforcement agency, for the purposes of (i) facilitating establishment of bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

17. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without notice to or consent of Customer.

18. DATA RETENTION:

Subject to litigation holds, court orders, changes in Law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on **EXHIBIT E** during the term of this Agreement. Customer represents and warrants to Verra Mobility that the data retention schedule provided by Customer complies with the laws applicable to Customer. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall at its option either (i) place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on **EXHIBIT E**), not previously disposed of in accordance with the data retention schedule at a secured location with SFTP access or (ii) provide Customer with a hard-drive containing the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records, where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall delete all data from the SFTP location (if applicable) and shall have no further data retention obligations to Customer with respect to such data. Customer acknowledges that DMV data source providers may require Customer to enter into licensing agreements with

the DMV data source providers in order for Customer to have continued access to certain registered owner information after the termination of this Agreement.

19. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. However, for business financing purposes or other corporate reorganizational purposes, Verra Mobility may sell, assign, transfer or convey any interest in this Agreement in whole or in part without the written consent of Customer.

20. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, supply-chain disruptions or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure on behalf of the Customer. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

21. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, overnight delivery service (e.g. Federal Express), or by certified mail to the parties at the following addresses:

City of Ocoee, Florida
1 N. Bluford Ave
Ocoee, Florida 34761
Attn: City Manager

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Government Solutions Legal Department

22. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

23. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

24. INTEGRATION:

Except as expressly amended or modified by the terms of this Seventh Amendment, all terms of the Agreement as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, or Sixth Amendment, shall remain in full force and effect. In the event of a conflict between the terms of this Seventh Amendment and the Agreement, or the First, Second, Third, Fourth, Fifth, Sixth Amendment thereto, the terms of this Seventh Amendment shall prevail and control. This Agreement

constitutes the sole and only agreement of the parties and supersedes any prior or contemporaneous understanding, written or oral, between the parties respecting its subject matter.

25. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 5, 7, 8, 9, 11, 12, 13, 15, 16, 18, 20, 21, 22 and this Section 25.

26. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon by the parties.

27. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a “Vendor”). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems (“Customer Feedback”). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot system in connection with any pilot shall remain the property of Verra Mobility (the “Pilot Data”). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, non sublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 7, 10, 11, 12, 13, 17, 20, 21, 22 and this Section 27, shall not apply to any such pilot.

28. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or “.pdf” transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or “.pdf” shall be deemed to be their original signatures for any purpose whatsoever.

29. ADDITIONAL PROVISIONS:

Compliance with Fla. Stat. § 287.133, Public Entity Crime

Verra Mobility represents that it has not been convicted of a public entity crime. “Public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Verra Mobility has reviewed and shall comply with the provisions of 287.133 of the Florida Statutes, Public entity crime; denial or revocation of the right to transact business with public entities.

Compliance with Fla. Stat. § 448.095, Employment Eligibility

Verra Mobility is required to register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Verra Mobility represents, warrants, and attests that Verra Mobility has registered for and utilizes the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Verra Mobility to perform employment duties within Florida during the term of the Subcontract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Verra Mobility to perform work pursuant to the Agreement. Verra Mobility acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during agreement is a condition of each agreement with a county, municipality, or other governmental entity or agency within the State of Florida; and
- c) Verra Mobility shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Verra Mobility shall also require all subvendors/subconsultants/subcontractors to provide an affidavit attesting that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility shall maintain a copy of such affidavit for the duration of the Subcontract.
- d) Verra Mobility represents, warrants, and attests that it does not employ, contract with, or subcontract with, an unauthorized alien. Verra Mobility acknowledges that if Customer has a good faith belief that Verra Mobility has violated § 448.095 Fla. Stat., Customer reserves the right to terminate the Agreement immediately.

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EXHIBIT A
SERVICE FEE SCHEDULE

1.0 Description of Pricing

Fees are based on per camera and are as follows:

Product Description	Fee
Red Light Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed.	\$3,950 Fixed Fee per Month per Camera System*
Fixed Speed Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed.	Per Camera System fee is based on the first two (2) paid Citations per Camera System per day (based on \$60.00 per Citation retained by Customer) on average across all operational units and then \$6.00 for each additional paid Citation.**#
Transportable Speed Safety Camera System – the parties shall mutually agree on the number of Camera Systems to be installed. Fee includes one relocation per Transportable Speed Safety Camera System per month.	Per Camera System fee is based on the first three (3) paid Citations per Camera System per day (based on 30 day month and \$60.00 per paid Citation retained by Customer) on average across all operational units and then \$6.00 for each additional paid Citation (i.e. 10% of remaining Customer retained Program Revenue)**#
Subsequent Notices Mailing Fee – For any additional notices sent by first class mail required by the Customer or required by Law in excess of the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B , Verra Mobility will charge the Customer a Subsequent Notices Mailing Fee.	\$2.00 per page per notice
Video Retrieval Fee: Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. Note: Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	For all additional video retrievals, the fee is \$10.00 each.
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation, routine maintenance, use of BOS for back-office operations and reporting, Event processing services, DMV records access, the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B , lockbox and epayment processing (excluding user convenience fee, which is paid by payor and excluding any bank account set up or monthly bank account fees), IVR call center support for general Program questions and public awareness Program support. Any required certified mail, or other special mailing, is not included and the fee is extra and will be billed per unit as published by the US Postal Service.	

*Fee also includes continued provision of existing Rekor/Flock ALPR Cameras on Customer owned Trailers. Customer may add additional ALPR Cameras for an additional negotiated fee through a Change Order pursuant to Section 14 of the Agreement. Fee also includes upgrade of mutually agreed to Red Light Safety Camera Systems currently installed. The upgrades will be agreed to through a Notice to Proceed in the substantially the form found in Exhibit C.
**Fee Per Paid Citation (Fixed) – Example. Customer has four (4) Fixed Speed Safety Camera Systems installed during the month of September and camera #1 has 500 Paid Citations, camera #2 has 400 Paid Citations, camera #3 has 350 Paid Citations and camera #4 has 50 Paid Citations for the month. Verra Mobility would invoice Customer <u>\$20,760</u> for the month (2 Paid Citations per day averaged across all 4 cameras x 30 days = 240 Paid Citations x \$60 in Program Revenue retained by Customer and available to pay the fee = \$14,400 plus the remaining 1,060 Paid Citations averaged across all 4 cameras x \$6 = \$6,360 + \$14,400 = <u>\$20,760</u>). ** Fee Per Paid Citation (Transportable) – Example. Customer has four (4) Fixed Speed Safety Camera Systems installed during the month of September and camera #1 has 500 Paid Citations, camera #2 has 400 Paid Citations, camera #3 has 350 Paid Citations and camera #4 has 50 Paid Citations for the month. Verra Mobility would invoice Customer <u>\$27,240</u> for the month (4 Paid Citations per day averaged across all 4 cameras x 30 days = 480 Paid Citations x \$60 in Program Revenue retained by Customer and available to pay the fee = \$21,600 plus the remaining 940 Paid Citations averaged across all 4 cameras x \$6 = \$5,640 + \$21,600 = <u>\$27,240</u>).
#Fee Per Paid Citation – <u>Limitations</u>. This pricing option shall not apply if: (1) the Customer elects not to pursue collections on unpaid Violations; (2) the Customer waives and/or fails to timely process more [than ten percent (10%) of] valid Events forwarded to the law enforcement agency according to the Business Rules; (3) the Customer does not institute a registration hold for Owners/violators who are liable and do not pay, if permitted by Law, (4) at Verra Mobility’s option, there is a change in law or a change in the operation of the Program, which materially reduces the amount of Paid Citations per day, (5) Customer does not operate each Camera System each day and for the hours as authorized by applicable Law. If this pricing is deemed not to apply, the Fee paid by Customer to Verra Mobility shall be \$5,400 per Camera System per month plus \$6.00 per Paid Citation.
Verra Mobility’s monthly fee includes postage for the standard set of notices as described in Subsection 1.2.3 of EXHIBIT B. Certified mail or other mailings is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per unit per page service charge.
Verra Mobility’s Fees anticipate providing the current BOS configuration provided to the Customer for the Fees noted above, including the current Subsequent Notice Mailing Fee charged to the Customer. For configuration or Program customization work in excess of the current BOS configuration, Verra Mobility shall provide Customer with an hours estimate and, upon approval by Customer for the work, shall invoice Customer \$200 per hour for such additional configuration or Program customization.

2.0 **Optional Collection Services:**

In the event that Customer elects to have Verra Mobility engage a collections agency to perform collections services, Verra Mobility’s designated collection’s subcontractor may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted in Section 1.0 above.

Delinquent Collections Services 30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility’s collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility through an amendment to this Agreement.

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the BOS and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within sixty (60) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will install or deploy Camera System(s) at a number of Designated Safety Zones to be mutually agreed upon between Verra Mobility and Customer as reflected in a written Notice to Proceed. In addition to any initial Designated Safety Zones the parties may mutually agree to add additional Camera System(s) or Approaches, which shall also be reflected in a written Notice to Proceed as set forth in **EXHIBIT C**.
- 1.1.4 Site installation plans for fixed-site installations shall be prepared under the supervision of, approved and sealed by a licensed professional engineer licensed to perform engineering services in the state where the Camera Systems will be installed.
- 1.1.5 Verra Mobility shall not be responsible for, nor shall it perform, any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.
- 1.1.6 Verra Mobility will operate each Camera System on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances, unless enforcement times are restricted by law, such as in school zones.
- 1.1.7 Verra Mobility’s Marketing Department will assist Customer with public information content and outreach campaign strategies (“**Public Safety Campaign**”).
- 1.1.8 Verra Mobility agrees to provide a secure website accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. Verra Mobility shall include a link to the payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.9 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.

- 1.1.10 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.
- 1.1.11 If Customer is using Verra Mobility enabled lockbox or epayment services, Customer shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.4 below.
- 1.1.12 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of up to the greater of \$5.00 or to 5% of the total payment, for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide Customer with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed Camera System. Customer shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days, Customer shall be responsible for the normal monthly Fee.
- 1.2.3 Verra Mobility shall provide Customer with access to the BOS, including image processing, f and printing and mailing of up to six (6) letters/ notices in support of Citation issuance and escalation.. In the case of a transfer of liability by the Owner, the BOS shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or identified by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by first class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility may make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 1.2.7 Verra Mobility shall seek records from vehicle registration databases reasonably accessible to Verra Mobility through its limited agent relationship with Customer and use such records to assist Customer in processing Citations. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing. Verra Mobility reserves the right to pass-through to Customer any cost increases imposed on Verra Mobility by DMV data sources.
- 1.2.8 The BOS shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the

suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.

- 1.2.9** During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a Customer provided local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the BOS until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.
- 1.2.10** In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair.
- 1.2.11** Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the BOS. The help-line shall function during Business Hours.

2. CUSTOMER SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1** Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of all Customer stakeholders, including:
- A project manager with authority to coordinate Customer responsibilities under this Agreement;
 - Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The prosecuting attorney;
 - The Customer attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;
 - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Court manager responsible for oversight of all Court-related program requirements.

- 2.1.2 Customer and Verra Mobility shall complete the Project Time Line within sixty (60) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 As requested from time to time by Customer, Verra Mobility will provide Customer with a mock-up of the Citation and other notices within fifteen (15) days of a completed Business Rules Questionnaire. Customer shall review the Citation and other notices to ensure conformity with the Laws applicable to Customer. Except as outlined in Section 1.2.6, Verra Mobility shall not implement changes to the Citation or other notices without Customer's prior review and sign-off. Customer is responsible for the content of its Program notices, including but not limited to Citations.
- 2.1.4 Customer intends to utilize Verra Mobility enabled payment processing channels. Customer shall designate a Customer account for deposit / settlement of funds paid by payors. Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed banking forms and payment processing agreements, which may include among others a Participant Agreement and Submerchant Agreement with the payment processor as well as a bank verification letter prepared by the Customer's settlement account's bank, application for payment processing, and a Form W-9, Request for Taxpayer Identification Number and Certification. A copy of the Participant Agreement, the Submerchant Agreement, and a form application for payment processing are each attached here to as **EXHIBIT F**.
- 2.1.5 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS) indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1). Access to registered owner information through National Law Enforcement Telecommunications System (NLETS) requires Customer to provide Verra Mobility with a unique Customer ORI. In order to access certain state departments of motor vehicles records directly (not through NLETS), agreements or applications directly between customer and the state DMV may be required by Customer, including agreements requiring Customer to comply with certain permissible use, privacy, and security requirements of the applicable state department of motor vehicle. If required, Customer shall execute such agreements or applications with, participate in audits by, or provide certifications to state department of motor vehicles. If Customer requires Verra Mobility to access registered owner information from sources other than NLETS or direct through a state DMV, accessible to Verra Mobility at no cost, additional fees will apply.
- 2.1.6 Customer shall prepare, execute, update, and maintain the Business Rules for implementation and operation of the Program. Customer's failure to timely prepare the Business Rules may impact the Project Time Line or compliance of Customer's Program with applicable laws. Verra Mobility shall not be liable for Customer's failure to update and maintain the Business Rules. To the extent that there is a conflict between the Business Rules and Agreement, the Agreement shall govern.
- 2.1.7 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in Law and, if applicable, Customer's Business Rules have been updated by Customer. In the

event of a change in or adoption of a new Law, excluding a change in Customer's local law, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility may propose a Fee increase to Customer. If the parties cannot mutually agree on the Fee change, Verra Mobility may terminate this Agreement. In the event of a change in or adoption of a local law of Customer, which would increase the cost of Verra Mobility's provision of the Services, Verra Mobility shall provide Customer with a Fee increase consistent with Verra Mobility's increased operating cost, and Customer shall be obligated to pay such increased Fees.

- 2.1.8 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.9 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.10 Customer will comply with all applicable Laws relating to its conduct with respect to the Program. Customer shall not use the Camera Systems, the BOS, or the data captured by the Camera Systems or provided by NLETs or DMV data source providers for any purpose not permitted by Law.
- 2.1.11 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service at the next available enforcement period or as otherwise mutually agreed to by the Parties.
- 2.1.12 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using the BOS to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the BOS to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.13 In the event that remote access to the BOS is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.14 Customer shall be responsible for any reporting obligations that it has to any state or other regulatory body with respect to its operation of the Program or the payment of Citations.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 All Fixed Camera Systems are intended to remain installed for the duration of the Agreement. If Customer requests that Verra Mobility move a Fixed Camera System after initial installation, Customer shall pay for the total cost to relocate the System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall pay a reduced monthly fee of \$2,500 per month for the deactivated Camera System during the time the Camera System is deactivated and pay any costs incurred by Verra Mobility for removing, and if applicable reinstalling, the System. If the System shall be reinstalled after project is completed, in lieu of paying the reduced monthly Fee while

Camera System is deactivated Customer may instead elect through a Change Order, or other written modification to the Agreement, to extend the current term of the Agreement for the time period the Camera System was deactivated.

- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the deactivation or removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by Law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs. Even if Verra Mobility provides such signage, Customer shall remain responsible for maintaining such signage in compliance with applicable Laws. Customer is responsible for determining the placement/location of signs in compliance with applicable Laws.
- 2.2.5 Customer understands that proper operation of the Red Light Camera Systems requires access to traffic signal phase connections. Customer, therefore, shall provide access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure and any costs associated with needed agreements shall be funded by Customer.
- 2.2.6 Customer understands that proper operation of the Red Light Camera System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture if required for the proper operation of the System.
- 2.2.7 Customer shall allow Verra Mobility to access power from existing power sources at no cost and, if applicable, shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. If these items are not made available, the costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by Customer. Verra Mobility may agree to cover these upfront costs and separately bill Customer through the monthly invoice over a period not to exceed one year. If existing power sources are not immediately available, Customer will allow Verra Mobility to use temporary power until the existing power is established. In situations where it is not possible to obtain electrical power from a pre-existing source, Customer shall bear the costs (or reimburse Verra Mobility) for obtaining/routing power. When access to power facilities is not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate any necessary agreements with the owner or maintaining agency of the power facility and infrastructure in order to provide required access to said power facilities and infrastructure. Any costs associated with the needed agreements shall be funded by Customer.
- 2.2.8 Customer shall approve or reject site plans submitted Verra Mobility within seven (7) business days of receipt. Customer shall use best efforts to ensure that the total duration between submittal and finalization does not exceed ten (10) days for plan approvals when plans are being reviewed and permitted by any state, county, and/or local agencies.

- 2.2.9 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, or coordinate the application for, when in the name of a Customer agency, school, or school district, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.10 Customer shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.11 If required by the submitted design plan for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.12 Customer shall allow Verra Mobility to build Infrastructure into any existing Customer-owned easement.
- 2.2.13 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.14 Customer shall be responsible for the performance of any engineering or traffic safety studies as may be desired by Customer or required by laws applicable to Customer.

2.3 COURTS OPERATIONS

- 2.3.1 Customer is responsible for the prosecution and adjudication of Citations in accordance with all applicable Laws.
- 2.3.2 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations.
- 2.3.3 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication.
- 2.2.1** Verra Mobility shall provide Customer with access to its online BOS adjudication processing module which will enable the adjudication function to review cases, related images, and other related information required to adjudicate disputed Citations. If instead of using the online adjudication processing module in the BOS, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Verra Mobility shall provide a price proposal to Customer for the development of any such court interface.

- 2.2.2** Customer is responsible for entering all final dispositions of Citations including all payments of Citations into the BOS, either directly through the online adjudication processing module or through the court interface.

3. ADDITIONAL SERVICES

3.2 ENHANCED VIDEO SERVICES

- 3.2.1** Verra Mobility shall provide video enhancements that permit Customer to perform remote video retrieval, at each fixed Approach (“Enhanced Video Services”), known as Verra Mobility Live™. Customer is responsible for and will pay for any of its data storage costs or other usage-based costs that it may incur in connection with its use of the Enhanced Video Services. Customer agrees to comply with all Laws with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.
- 3.2.2** Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. Customer acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by Law for the video file. Customer agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the Customer prior to the termination of the Agreement and the Customer shall serve as the records custodian for any public records created. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or the provision of access to the Enhanced Video Services to anyone other than Customer.
- 3.2.3** Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer’s use of the Enhanced Video Services; (b) Customer’s misuse of or failure to maintain the security of the data access through the Enhanced Video Services; (c) Customer’s violation of any Laws; and (d) any breach of this Agreement by Customer related to Customer’s use of the Enhanced Video Services.
- 3.2.4** Customer agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for Customer download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes; if additional footage is required, additional requests may be made by Customer.

3.3 AUTOMATIC LICENSE PLATE RECOGNITION SOLUTION

3.3.1 DEFINITIONS.

“ALPR”: automatic license plate recognition.

“ALPR Camera”: a camera with automatic license plate recognition technology and required processors.

“ALPR Data”: Data captured and processed by ALPR Equipment, which may include but is not limited to video data, image data, and metadata.

“ALPR Equipment”: All equipment for the provision of the ALPR Solution provided by Verra Mobility, which may include ALPR Cameras, related processors, and communication devices that transfer ALPR Data, and if applicable, a server to operate and/or store the ALPR Data on the Customer’s site (the pricing for any such server is not included on EXHIBIT A and shall be separately provided to Customer upon request).

“ALPR Solution”: The subscription products and services that Verra Mobility is providing to Customer as indicated on EXHIBIT A. These include: (i) the ALPR Equipment, delivery, and setup; (ii) use of the back-office software pursuant to the EULA, which includes unlimited user licenses, cloud hosting, hotlist integration and alerts, 30-day storage, ongoing software updates, and (iii) technical support, training, and maintenance. The ALPR Solution also includes, if allowed by Law, in cooperation with the Customer’s current ALPR back-office provider, the configuration of the Fixed Speed Safety Camera System to interface with the Customer’s current ALPR back-office (“ALPR Interface Solution”),

“Customer Data”: The data captured by, processed in, and /or housed in the ALPR Solution, including but not limited to ALPR Data, white-lists, hotlists, data sharing alerts, and customer user information.

“EULA” The end user license agreement between Customer and OpenALPR Software Solutions, LLC, (“Rekor”) the provider of the ALPR back-office solution, available at openalpr.com/license.html.

“Trailer”: trailer that can be towed from one location to another. For this Agreement, Customer has, or agrees to take, ownership of any and all Trailers used by the Customer for the ALPR Solution, and Verra Mobility is not responsible in any way for the Trailers used by Customer for the ALPR Solution.

3.3.2 Verra Mobility, including through the engagement of subcontractors, agrees to continue to provide Customer the ALPR Trailers the Customer is currently using and, if authorized by Law, in cooperation with the Customer’s current ALPR back-office provider, Verra Mobility will configure the Fixed Speed Safety Camera System to interface with the Customer’s current ALPR back-office (“ALPR Interface Solution”), subject to the Customer providing Verra Mobility a signed Notice to Proceed, as provided in EXHIBIT C-1 of this Agreement and the payment of the Fees set forth on EXHIBIT A.

3.3.3 If authorized by Law, in cooperation with the Customer’s current ALPR provider, Verra Mobility will configure the Fixed Speed Safety Camera System and the Transportable Speed Safety Camera System to interface with the Customer’s ALPR provider’s back-office solution (referred to herein as “ALPR Interface Solution”).

- 3.3.4** Customer agrees, at all times during the term of this Agreement, to comply with and be bound by the terms and conditions of the EULA. Customer agrees that Verra Mobility is a third party beneficiary of the EULA and may enforce the rights of its subcontractor under the EULA.
- 3.3.5** Customer will comply with all applicable Laws, including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the Program.
- 3.3.6** Customer acknowledges that the ALPR Solution, include intellectual property owned by Verra Mobility and no ownership rights to the intellectual property are transferred to Customer by this Agreement. Customer shall not: (a) decompile, disassemble, or otherwise reverse engineer the ALPR Solution or attempt to reconstruct or discover any source code, underlying algorithms, file formats or programming interfaces of the ALPR Solution by any means whatsoever (except and only to the extent that applicable Law prohibits or restricts reverse engineering restrictions); (b) remove any product identification, proprietary, copyright or other notices contained in the ALPR Solution; or (c) modify any part of the ALPR Solution, create a derivative work of any part of the ALPR Solution, or incorporate any part of the ALPR Solution into or with other software, except to the extent expressly authorized in writing by Verra Mobility, including through other agreements between the parties.
- 3.3.7** Customer shall provide Verra Mobility with copies of any Customer policies pertaining to its use of the ALPR Solution, which are applicable to Verra Mobility. Verra Mobility shall be afforded a reasonable opportunity to review such policies and will notify Customer if there are any additional Fees associated with compliance to the policies.
- 3.3.8** Verra Mobility will collaborate with Customer on a mutually agreeable project schedule outlining all of the milestones required to implement the ALPR Solution.
- 3.3.9** Within 90 days after a permit is obtained, or if no permit is required, within 120 days of the date the Customer provides Verra Mobility a Notice to Proceed, Verra Mobility shall provide and, if required, install the ALPR Cameras at locations mutually agreed to by the Customer and Verra Mobility. Installation may occur on Verra Mobility Photo Enforcement Infrastructure (subject to a suitability analysis) or on non-Verra Mobility infrastructure (subject to a suitability analysis and provided all required permits are obtained by the Customer and Customer pays for construction or other infrastructure related costs, if applicable).
- 3.3.10** If installation is not performed on Verra Mobility Photo Enforcement Infrastructure, Customer may use preexisting Customer infrastructure or may contract with Verra Mobility (or its subcontractor) for the construction, supply, and installation of new infrastructure. Any new infrastructure not supplied by Verra Mobility shall be at the sole cost, and the sole property and responsibility, of the Customer.
- 3.3.11** Verra Mobility shall assist Customer with obtaining any permits required for the installation and use of the ALPR Solution to be installed on Verra Mobility Photo Enforcement Infrastructure.
- 3.3.12** For ALPR Cameras to be installed on Customer infrastructure, Customer is responsible for applying for and obtaining and funding any and all needed state, local, and/or county permits, including any traffic control permits. Customer shall secure written permission for the installation of ALPR Equipment on any third-party infrastructure, and Customer is

responsible for securing any interagency agreements or authorizations needed to install ALPR Equipment.

- 3.3.13** For locations where Verra Mobility Photo Enforcement Infrastructure is not available for installation of the ALPR Camera, the Customer shall be responsible for providing the pole, power and any other infrastructure necessary for the installation and operation of the ALPR Camera other than the communications services required to operate the ALPR Equipment, which shall be provided by Verra Mobility. Verra Mobility will install the ALPR Camera and provide necessary communications services once the infrastructure and power is made available by the Customer.
- 3.3.14** For ALPR Cameras installed on Verra Mobility Photo Enforcement Infrastructure, Verra Mobility shall use power sources available to operate the ALPR Camera and Customer shall be responsible for the cost of such power (for ALPR Cameras on all non-Verra Mobility infrastructure, the Customer shall be responsible for providing power.
- 3.3.15** For all installed ALPR Cameras, Verra Mobility shall provide the communications hardware and communications service (if required), provided that Verra Mobility shall not provide communications services on any non-Verra Mobility infrastructure to any non-ALPR Equipment (for example, if other Customer devices that share the infrastructure also require communications services). Verra Mobility shall determine the method of communication services required for the operation of the ALPR Equipment. Customer shall be responsible for the cost of any new power source.
- 3.3.16** Customer shall be directly responsible for all costs and liabilities associated with construction, installation, and any ongoing repair and maintenance of any non-Verra Mobility infrastructure used for the ALPR Equipment, and the cost of all data hosting, data retrieval or data storage or for any other usage-based or storage based costs other than as provided for as part of the ALPR Solution and included in the Fee for the ALPR Solution.
- 3.4** Accounts for power or other utilities will be established in the name of Customer, and Customer shall be directly responsible for paying the costs and maintaining those accounts in good standing with the applicable power company or other utility company. Verra Mobility shall determine the method of power and communication services required for the operation of the ALPR Equipment.
- 3.5** Verra Mobility will provide a training plan and training resources to Customer end-users including designated Customer staff on the use and operation of the ALPR Solution and accessing post implementation support. Customer agrees to attend training and notify Verra Mobility if new end-users and staff require training or additional training.
- 3.6** Customer agrees to follow the safety, operation, and maintenance instructions included from Trailer manufacturer's owner's manual and is responsible for all damage to the Trailer during the term of the Agreement.
- 3.6.1** Notwithstanding anything else to the contrary in this Agreement, Customer agrees that Customer is solely responsible for the housing and security of the Customer Data to the extent that such data does not reside in the ALPR Solution, and to the extent that such Customer Data does reside within the ALPR Solution, the terms and conditions pertaining to the housing and security shall be set forth in the EULA with Verra Mobility's subcontractor and Verra Mobility shall have no liability with respect to the housing or security of data in the ALPR Solution. Customer expressly acknowledges that Verra Mobility is under no obligation to

retain for any period of time any data produced by the ALPR Solution. Customer acknowledges that for the Customer Data, it is responsible for any preservation, and associated storage requirements that may be required by Law. Customer agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for Customer Data obtained through the ALPR Solution, whether by formal public records request or otherwise.

- 3.6.2** The Customer will provide the necessary IT staff and resources necessary to assist Verra Mobility, and Verra Mobility's subcontractors when necessary, with the implementation of the ALPR Solution.
- 3.6.3** Any additional hardware, software, licensing, resources, installation, support and maintenance required to make the provided ALPR Solution compatible and compliant with Customer IT, security, privacy, compliance, or other requirements are the responsibility of Customer.
- 3.6.4** Customer is responsible for the repair or replacement costs of any ALPR Equipment which is not the responsibility of Verra Mobility, as described below.
- 3.6.5** Verra Mobility shall repair or replace all ALPR Equipment (including components), except to the extent such damage was caused by the (a) improper handling or installation and repairs made by unauthorized Persons, including the Customer; (b) misuse, neglect, accident on behalf of the Customer (or Persons acting on its behalf other than a party authorized by Verra Mobility); (c) Customer's violation of any term of this Agreement or the EULA; or (d) Customer's intentional or negligent acts. For the avoidance of doubt, road construction is considered an intentional act.
- 3.6.6** Repair and replacement of infrastructure (including poles) will be the responsibility of Verra Mobility for Verra Mobility Photo Enforcement Infrastructure and the Customer for all non Verra Mobility-owned infrastructure.
- 3.6.7** Customer shall notify Verra Mobility within twenty-four (24) hours of detecting any performance issues with any ALPR Equipment.
- 3.6.8** Customer shall secure any Trailers in a secure location each night to ensure protection of the ALPR Cameras.
- 3.6.9** Any replacement of ALPR Equipment resulting from a knockdown, shall be at the option of Verra Mobility.
- 3.6.10** Upon the termination of the Agreement between Verra Mobility and the Customer, Verra Mobility shall have no further obligations to Customer regarding the ALPR Solution, and Verra Mobility (or its designated subcontractor) may uninstall and/or retrieve all ALPR Equipment from Customer, unless such ALPR Equipment shall be separately procured by Customer.
- 3.6.11** Under all circumstances, Verra Mobility (or its subcontractor) shall retain ownership of all ALPR Equipment provided for use by Customer under the terms and conditions of this Agreement. The right to access and use the ALPR back-office shall be governed by the EULA. Verra Mobility shall retain the ownership rights to all metadata, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the data captured by the ALPR Equipment. Furthermore, Verra Mobility has the right to use non-personalized and aggregated ALPR Solution data for its internal business purposes, analytics, statistical analysis, and to perform analyses which would further Customer's program.

- 3.6.12** Customer hereby agrees to indemnify and defend Verra Mobility Parties to the fullest extent permitted by applicable Law against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to: (a) Customer's use of the ALPR Solution, (b) Customer's misuse of or failure to maintain the security of Customer Data in its possession; (c) Customer's violation of any Laws; (d) Customer's misuse or misappropriation of a Verra Mobility subcontractor's products or services, (e) any representation by Customer about a Verra Mobility subcontractor's products or services not authorized by such subcontractor; (f) any breach of this Agreement by Customer related to Customer's use of the ALPR Solution, or Customer Data; and (g) any breach of the EULA by Customer.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THE ALPR SOLUTION AND RELATED SERVICES ARE PROVIDED BY VERRA MOBILITY "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND VERRA MOBILITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE ALPR SOLUTION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and _____ (“Customer”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this implementation of Systems at the Approaches listed below. Verra Mobility shall make its best efforts to install a System within sixty (60) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Systems for all Approaches designated as follows:

Approach (Direction and Roadway)	Type of Enforcement	Camera System Solution (# of Cameras per Approach)

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the Approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

[CUSTOMER]

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: _____ Date _____
Title: _____

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

DATE: _____

Frank L. Minice, Executive Director/CEO
National Law Enforcement Telecommunications System, Inc. (NLETS)
1918 W. Whispering Wind Drive
Phoenix, AZ 85085

Dear Mr. Minice:

Re: Authorization for ORI Code: _____

The Ocoee Police Department authorizes the City Ocoee, Florida to use the Ocoee Police Department ORI for the limited purpose of obtaining vehicle registration information through NLETS.

This letter acknowledges that a contract to perform automated enforcement between the City of Ocoee, Florida and American Traffic Solutions, Inc., is in force. As a requirement of and in performance of that contract between the City of Ocoee, Florida and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access Nlets for motor vehicle data on our agency's behalf.

☒ This program will operate within the _____ environment under partner ORI _____.

Please accept this letter as authorization from the Ocoee Police Department for American Traffic Solutions, Inc. to run motor vehicle inquiries for this purpose. This authorization will automatically expire upon the termination of the contract between the City of Ocoee, Florida and American Traffic Solutions, Inc. and such authorization is limited to violations detected by the automated enforcement camera systems.

By completing the information below and signing this letter, I am stating that I am a member of and have the authority to extend this authorization on behalf of the Ocoee Police Department..

SUBSCRIBER INFORMATION

Subscriber Agency/Name

Nlets Agency ORI

**Name/Title of Authorized
Representative**

Mailing Address

Telephone

Fax

Email

Signature of Authorized Representative

Date Signed

EXHIBIT E
RETENTION SCHEDULE***

[This schedule to be completed by Customer in conformity with their applicable state and local law prior to execution of the Agreement.]

Type of Record	Minimum Verra Mobility Retention Period
Violation Images* (including video clips and related metadata)	__ months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	__ days from Event capture date
Warning Notice Images (including video clips and related metadata)	__ from issuance date
Individually Identifiable Violation Records*	__ months from payment or final adjudication
Individually Identifiable Non-Violation Records**	__ days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations	1 year from date of correspondence
Camera System Calibration/Certification Records	__ months from payment or final adjudication of an applicable Violation
Maintenance Records	__ months from payment or final adjudication of an applicable Violation
Other Program Records	__ years from termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.

*** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 15 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into BOS. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

EXHIBIT F
FORM PARTICIPANT AGREEMENT, SUBMERCHANT AGREEMENT, AND PAYMENT
PROCESSING APPLICATION



Meeting Date: November 7, 2023
Item #: 10

Contact Name: Saima Plasencia
Contact Number: Ext. 3022

Department Director: Saima Plasencia
City Manager: Robert Frank

Subject: Approval of Resolution for the Regulation of Roadside Memorials. (Police Chief Plasencia)

Background Summary:

The installation of roadside memorials by private individuals has caused concern regarding the safety of these memorials. These homemade memorials are often placed in locations deemed unsafe by staff due to traffic or the absence of a crosswalk or other method for safely accessing the memorial. The memorials also vary in size and design with some incorporating lights and decor which can be a distraction to passing motorists. Having a structured policy would better regulate the appearance, location, and duration of these roadside memorials without the same safety concerns. The policy addresses the fabrication and installation of uniform memorial marker signs as well as the removal of memorials other than those installed by the City.

Issue:

Should the Honorable Mayor and City Commissioners approve the adoption of the attached policy to regulate roadside memorials?

Recommendations:

It is the recommendation of Staff the Honorable Mayor and City Commissioners adopt the attached policy regulating roadside memorials.

Attachments:

1. Roadside Memorial Resolution
2. Exhibit A - Roadside Memorial Policy

Financial Impacts:

The cost of the fabrication and installation of the memorials will be funded by the Public Works Department.

Type of Item: Consent

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF OCOEE TO ADOPT A POLICY FOR THE
REGULATION OF ROADSIDE MEMORIALS; PROVIDING
FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Roadside Memorial Policy is intended to allow for the temporary placement of formal memorial signs within city-maintained right-of way at or near a location where a traffic fatality has occurred; and

WHEREAS, this policy, and other similar policies and programs, is an effective method of increasing public awareness of the need to drive safely; and

WHEREAS, the Roadside Memorial Policy establishes how such a program is to be implemented; and

WHEREAS, the City Commission finds that it is in the best interest of its residents and the City to express its collective position in support of the Roadside Memorial Policy.

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

SECTION 1. The Roadside Memorial Policy, attached hereto as Exhibit A, is hereby adopted.

SECTION 2. RATIFICATION. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

SECTION 3. SEVERABILITY. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of other provisions of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

**FOR USE AND RELIANCE ONLY BY
THE CITY OF OCOEE, FLORIDA;
APPROVED AS TO FORM AND
LEGALITY THIS _____ DAY OF
_____, 2023.**

**APPROVED BY THE OCOEE CITY
COMMISSION AT A MEETING HELD
ON _____, 2023,
UNDER AGENDA ITEM NO. _____.**

Fishback Dominick

By: _____
City Attorney

EXHIBIT A

City of Ocoee Roadside Memorial Policy

Purpose

The purpose of this policy is to establish guidelines for the placement of standardized roadside memorials within City-maintained right-of-way to memorialize people who have died as a result of a motor vehicle related crash. The City cannot permit memorial markers on private property.

Authority

The City of Ocoee Police Department's Traffic Unit is responsible for the coordination of the Roadside Memorial Program. The City of Ocoee Public Works Department is responsible for the construction, installation, maintenance, and removal of the memorial markers.

Scope

The installation of a roadside memorial marker will be processed in accordance with the following:

Request

Requests for a memorial marker shall be submitted in writing to the Ocoee Police Department's Traffic Unit by filling out a Memorial Marker Request Form. The form will be available online on the City's website or at City Hall or the Ocoee Police Department.

Requests may be made by immediate family members or friends. Requests from friends will require written approval from the decedent's immediate family.

Installation

Memorial markers will be designed, constructed, and installed by the Public Works Department. The exact location and placement of the marker will be at the discretion of the City.

The applicant will be notified once the installation is complete.

Memorial markers will not be allowed within the limits of active construction work zones.

The City reserves the right to remove memorial markers due to construction or other maintenance needs.

Guidelines

There shall be no activities while the memorial marker is in place that pose a safety hazard to the public or that violates any provision of Chapter 316 of the Florida Statutes concerning stopping, standing, parking, or obstruction of traffic on public roads.

Memorial markers other than those designed, constructed, and installed by the City will not be permitted and will be removed by City personnel. Supplemental decorations or ornaments will not be permitted and are subject to removal.

Time Period

Memorial markers will be allowed to remain in place for 1 year after installation unless earlier removal is necessitated by construction or maintenance activities. After 1 year, the marker will be removed by City personnel. The applicant may request a 6-month extension before the end of the 1-year period.

Sign Design

The memorial marker shall be a 15" diameter aluminum sign with a white background and black letters.

The sign message will state "Drive Safely – In Memory" and the applicant will have the option of adding the decedent's name to the sign.

The sign will be mounted at a height of 42" from the ground to the top of the sign.

Cost

The City will bear the cost of design, construction, installation, maintenance, and removal of the memorial marker.

STAFF REPORT

Meeting Date: November 7, 2023
Item #: 11

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of 2023-2024 Budget Equipment and Vehicle Purchases. (Public Works Director Krug)

Background Summary: The City traditionally purchases equipment through various competitively bid annual contracts. Public Works has researched pricing and has found the Florida Sheriffs Association and Sourcewell bid contract continues to provide the lowest competitively bid pricing for equipment utilizing competitively bid contracts. The approved budget includes the following equipment purchases, priced through the Florida Sheriff's Association bid contracts:

- 1 - John Deere 544L Wheel Loader @ \$199,883 (Streets - Replacement).
- 1 - TYMCO Model 600 Sweeper Truck @ \$332,849 (Stormwater - Replacement).
- 1 - Vermeer BC1800XL Brush Chipper @ \$117,520.32 (Streets - Replacement).

The approved budget includes the following vehicles, priced through the Sourcewell (National Auto Fleet Group) bid contract:

- 2 - Ford F-250 Crew Cab 4x4 @ \$77,905 = \$155,810 (Fire - New and Replacement).

Public Works would also like approval to surplus the Street Division's existing 2006 Caterpillar 928GZ Loader, to serve as a trade-in to receive a discount on its replacement John Deere loader listed above. Public Works recommends approval for the trade-in, and to purchase the above equipment and vehicles based on published pricing for the 2023/2024 term contracts from Sourcewell and the Florida Sheriff's Association.

Issue:

Should the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2023/2024 equipment and vehicle purchases, and the surplus of the 2006 Caterpillar 928 GZ Loader to use as a trade in on the new equipment?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve the acquisition of the budgeted 2023/2024 equipment and vehicle purchases from the Sourcewell and Florida Sheriff's Association contracts, and authorize the City Manager and staff to approve changes to the equipment orders up to the limit of his purchasing authority and up to the budget amount for any change order. Staff also recommends the

Honorable Mayor and City Commissioners approve the surplus of the 2006 Caterpillar 928 GZ Loader to use as a trade-in on the new equipment.

Attachments:

1. Sweeper Truck
2. Brush Chipper - BC1800
3. John Deere Front End Loader
4. F-250 Crew Cab 4x4

Financial Impacts:

The equipment and vehicles are adequately funded in the 2023/2024 Department budgets.

Type of Item: Consent

- PRICE QUOTE -

**2023/24 TYMCO Model 600 Sweeper
IAW FL Sheriffs Assoc. Bid # FSA23-EQU21.0 (2023-2025)
(Regenerative Air Street Sweeper, Item 409)**

DATE: October 20, 2023
TO: City of Ocoee
ATTN: Mr. Russell Oliver

QTY.	DESCRIPTION	PRICE
one (1)	TYMCO Model 600 <i>with all standard equip. (see attached "General Specifications" sheet), and including the following std. and optional equip.:</i> 2024 Freightliner M2-106 cab & chassis, with dual steering & dual gauges 200 hp, 6.7L – 6 cylinder Cummins diesel engine Allison 2500 RDS-P 6 speed transmission 31,000 lbs. GVWR, 152" WB John Deere 4045T Final Tier 4; 4 cyl. aux. engine, 99 hp w/BlueLogic Control System 51 gallon fuel tank (shared, sweeper & chassis) 3.8 gallon (useable) aux. engine DEF tank, 6 gallon chassis engine DEF tank <u>Including the following optional equip.:</u> Comdex Pkg., includes 330 gal water & storage box 4 ea. additional water nozzles – hopper, LH & RH gutter brooms, pressure Transition tube Gutter Broom tilt adjuster, both sides Gutter Broom drop down, both sides Gutter Broom – variable speed ASI – Auto Sweep Interrupt High Pressure Washdown w/AOD (air operated diaphragm) pump, hose, & gun Screen vibrator – pneumatic S.S. hopper, including S.S. dust separator & screen S.S. bolt-on blower housing Pick-up head curtain lifter Pick-up head pressure inlet water injection system Linear actuator w/gauge - pressure bleeder Sweeper odometer (std) Reverse pick-up head system (reverse chains) (std) Dump switch in cab Abrasion protection Pkg. Aux. hydraulic system Hydraulic shut-off valve LED alternating warning light set – front grill LED alternating warning light set – rear (std.) LED light bar, cab roof mounted LED Arrow Stick – Whelen TACF85LH, SAE Class 1, (44" long)	

(continued on pg. 2)



2 camera system - reverse and RH pick up head view
New City tag

TOTAL:

\$ 332,849.00

F.O.B.: Ocoee, Florida
DELIV.: approx. 270 days after receipt of order
TERMS: net 45
TAXES: Exempt
WARRANTY: Sweeper: 12 months/1000 hours
Cab & Chassis: Base Vehicle: 12 months, 100,000 miles
Cummins Engine: 36 months, unlimited miles
Allison transmission: 36 months, unlimited miles
John Deere Engine: 2 years, 2000 hrs.

Respectfully,


Bill Young,
Pres.

Florida Sheriffs Bid # FSA23-EQU21.0 (2023-2025)

Adjustment Worksheet - Item # 409 - TYMCO 600 - City of Ocoee - 10-20-23

item	price	add	delete	adjusted
Base Bid - 2023/24 Tymco 600	\$329,375.00			\$329,375.00
2024 Freightliner M2-106, 31,000 GVW, 200 hp, COMDEX extra water - 330 gallons total			\$38,500.00	\$290,875.00
Gutter Broom Tilt Adjuster, both sides - \$ 776 ea.		\$1,552.00		\$292,427.00
gutter broom drop down - both sides - \$ 776 ea.		\$1,552.00		\$293,979.00
gutter broom - variable speed		\$727.00		\$294,706.00
Additional water nozzles - 4 ea @ \$ 388.00 ea.: Hopper, LH & RH gutter brooms, pressure transition		\$1,552.00		\$296,258.00
High Pressure Washdown w/A.O.D. (air operated diaphragm) pump, hose, & gun		\$1,940.00		\$298,198.00
Linear Actuator w/gauge - pressure bleeder		\$436.00		\$298,634.00
hyd. shut-off valve		\$194.00		\$298,828.00
Abrasion Protection Pkg.		\$921.00		\$299,749.00
Additional camera - 2nd camera w/RH pick up head view (reverse camera is std.)		\$970.00		\$300,719.00
Dump switch in cab		\$194.00		\$300,913.00
Aux, Hydraulic System		\$1,067.00		\$301,980.00
ASI - Auto Sweep Interrupt w/Overspeed Interrupt and RPM return		\$970.00		\$302,950.00
screen vibrator (pneumatic)		\$1,455.00		\$304,405.00
S.S. hopper, including S.S. dust separator and screen		\$21,340.00		\$325,745.00
S.S. bolt-on blower housing		\$1,455.00		\$327,200.00
Hydraulic front curtain lifter		\$1,455.00		\$328,655.00
Pick-Up head pressure inlet water injection system		\$1,746.00		\$330,401.00
LED alternating warning light set - front grill		\$436.00		\$330,837.00
LED alternating warning light set - rear (STD)		\$0.00		\$330,837.00
LED light bar, cab roof mounted		\$1,212.00		\$332,049.00
LED ArrowStick - traffic directing light		\$800.00		\$332,849.00
tag & title		\$0.00		\$332,849.00
TOTAL:				\$332,849.00

NOTE: Shaded area indicates non-contract options.

NOTE: Non-contract options are discounted 3% from factory list.



Vermeer Southeast Sales & Service, Inc.
428 Ocoee Apopka Road
Ocoee, FL 34761

QUOTE
#231023020

Date: 10/23/23

Sales Rep: Matthew Justice

Customer Information:

City of Ocoee
301 Maguire Rd
Ocoee, FL 34761

Delivered to:

Same

Contact Name: William Cole
Phone Number: 407-676-8516

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
1	NEW Vermeer BC1800XL Brush Chipper 19" Capacity drum style, 173HP John Deere Tier 4 Final / Stage V turbocharged diesel engine, high coolant temperature and low oil pressure automatic shutdown, precleaner, DEF Tank, spring loaded clutch, live hydraulics, variable speed dual vertical feed rollers, selectable SmartFeed, pintle hitch, lockable battery box, control box, engine doors and toolbox, infeed curtain, dual-edged knives, selectable ECOidle, Manual Jack, LED Lights, Deluxe instrument panel with tachmeter, LCD screen with hours, oil pressure, water temperature and engine error codes, Winch option		
	Pricing per FL Sheriff's Contract FSA23-EQU21.0 Item #44 Title: BRUSH CHIPPER Model: BC1500		
1	Bid Price Per FSA contract	\$ 91,087.00	\$ 91,087.00
1	ADD: BC1800XL-173 Brush Chipper 19" Capacity, 173HP John Deere Diesel Engine	\$ 20,754.98	\$ 20,754.98
1	ADD: Winch BC - BC Model Hydraulic Winch Option	\$ 5,678.34	\$ 5,678.34
	(Price adjusted to New contract FSA23-EQU21.0/Item # 397 effective Oct 1,2023)		
	* Non- Contract Items carry 5% discount off current MSRP ** Scheduled price increase per FSA Terms and Conditions, Section 3.06 Equitable Adjustment		
*** Price Valid For Current Contract ***		SubTotal	\$ 117,520.32
THANK YOU FOR YOUR BUSINESS!		Tax	
		Total	\$ 117,520.32
		Less Down Payment	
TERMS:		Balance Due	\$ 117,520.32

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____

Jack Condrey
Governmental Territory Manager
Dobbs Equipment LLC
4333 N John Young Pkwy
Orlando, FL 32804
Cell (863) 393-8023
Jack.condrey@dobbsequipment.com



**Florida Sheriff's Association
Florida Association of Counties
Contract FSA20-EQU18.0
Wheel Loader - 3.0 CYD Bucket
Spec #188**

August 29, 2023

William Cole
City of Ocoee

Dobbs Equipment is pleased to quote you the following equipment per contract specification:

One new **John Deere 524L Wheel Loader**

Contract Price: **\$ 161,790.00**

Upgrade to a **John Deere 544L Wheel Loader** **\$ 25,906.00**

Equipment on 544L Loader quoted on contract includes:

4069	JD Powertech 6.8L Final Tier 4 Diesel Engine
183E	JD Link Machine Monitoring, Lifetime
5025	Quiet Cab with Heat & A/C
5025	Air Suspension Fabric Seat
7026	Joystick Controls w 2-Function Hydraulics
0951	Rear Reversing Camera
5125	20.5R25 Radial Tires
7896	3.25 CYD Enhanced Performance Bucket

Stated Options

2403	3rd Function Hydraulics	\$ 1,945.00
9043	Environmental Drains & Sampling Ports	\$ 357.00
9410-1	<u>Transmission and Bottom Guards</u>	<u>\$ 1,689.00</u>

Stated Options Total: **\$ 3,991.00**

Non-State Options

Upgrade To New John Deere 544P Loader (544L On Contract Is No Longer Available)	\$ 8,792.00
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7896	Less 3.25 CYD Enhanced Performance Bucket	\$ (10,372.00)	
	Non-Stated Options Sub-Total:	\$ (1,580.00)	
	Less FSA Contract Discount of 20%	\$ 316.00	
	Non-Stated Options Total:		\$ (1,264.00)

Non-Contract Options

TAG Hydraulic Quick Coupler (Fusion)	\$ 5,495.00
TAG 3.25 CYD Bucket w BOCE (Fusion)	\$ 9,095.00
TAG 96" x 72" Coupler Forks (Fusion)	\$ 6,895.00
PEMGR 111" Grapple Rake w Full Width Paddle	\$ 23,875.00

Miscellaneous

Attachment Freight to Dobbs Orlando	\$ 2,100.00
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Sub-Total:	\$ 237,883.00
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Trade Machine:

2006 Caterpillar 928GZ Loader #CAT0928GKDJ02359	\$ (35,000.00)
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Dobbs Equipment One Time Discount	\$ (3,000.00)
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Total Delivered Price to City of Ocoee	\$ 199,883.00
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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	48756-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
9/28/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/26/2023

REQUESTING AGENCY	OCOEE, CITY OF			
CONTACT PERSON	KIEL GAJADHAR		EMAIL	kgajadhar@OCOEE.ORG
PHONE	407-872-9104	MOBILE	FAX	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	W2B 600A	MSRP	\$55,265.00
2024 FORD F-250 CREW CAB 4WD XL 6.5' BED 160" WB			
CUSTOMER ID	Fire Dept	NJPA PRICE	\$51,840.00
BED LENGTH	6.5' BED		

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

FACTORY OPTIONS	DESCRIPTION	
UM	Agate Black Metallic	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
17X	OPTIONS FX4 Off-Road Package	\$490.00
18B	Platform Running Boards	\$440.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$170.00
TBM	Tires: LT245/75Rx17E BSW A/T	\$160.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$425.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,685.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.		\$290.00
3KR	Additional key and remote, cut and programmed.		\$265.00
WPLB-2L-CEN	Whelen Legacy lightbar with full DUO LED Modules, two wire controlled traffic advisor, (2) LED flashing/takedown lights, (2) LED flashing/alley lights, mounting kit, Cencom digital combination light/siren controller, SA315P siren speaker and mounting bracket.		\$4,215.00
OPTICOM	OPTICOM TRAFFIC LIGHT CONTROLLER, MOUNTED INSIDE WINDSHIELD		\$2,195.00
W SA315P	Whelen 100 watt speaker with bracket.		\$290.00
TK FTC LEER700-SB	LEER 700 model fiberglass tonneau cover, short bed, painted to match cab of vehicle.		\$3,205.00
BLACK	TONNEAU TO BE ORDERED FORD -UM- AGATE BLACK.		\$0.00
CARGO-GLIDE 1200	Cargo Glide 1200lb bed slide with 4" sides and rubber coated floor.		\$2,070.00
W TLI-12	(12) Whelen ION "T" series ultra thin light heads surface mounted with (4) in grille (1) mounted over each wheel position, and (4) to rear of vehicle/body.		\$2,285.00
W DOM8	Whelen Dominator 8-LED traffic advisor with moun brackets, requires controller.		\$990.00
TP SD-WBCON20-FB	TROY PRODUCTS 20" wide-body console with 8" slope / 12" level and open storage on side of console. Includes floorplate and faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, (2) DC outlets & (1) dual-port USB module, & Locking lidded file box that bolts to the rear of wide-body console with large leather pad.		\$1,400.00
TP COMP-UNIV-SL	TROY PRODUCTS computer mount with easy one-handed operation and slide arm, bolts to troy console. (DOCKING STATION NOT INCLUDED).		\$575.00
TP CM-LT-1600	TROY PRODUCTS Deluxe laptop tray for computer up to 15"W x 11.5H (3 lbs lighter than CM-LT-1500) for use w/computer mount assemblies ending in -LED.		\$310.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

KUSSMAUL-DUAL	KUSSMAUL 53-03-1206 auto eject charging System for emergency vehicles with two batteries. KIT includes 2000w onboard charger, charge indicator, auto eject plug, and aluminum weather resistant ejector housing. Includes installation of auto eject plug & housing near driver side rear bumper (must specify on PO if desired installation different than specified)	\$2,090.00
PLUG	CUSTOMER REQUESTS YELLOW EJECTOR PLUG COVER MOUNTED IN FOOT POCKET ON DRIVER SIDE FORWARD OF REAR AXLE.	\$0.00
CUSTOM D2T	FACTORY TRUCK PAINTED BLACK, DEALER TO PAINT OCOEE FD RED, PER CUSTOMER PICTURE, FROM BELTLINE DOWN, HOOD TO REMAIN BLACK.	\$3,200.00
806-1210-PU	XANTREX 1000W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	\$755.00

CONTRACT OPTIONS \$24,380.00

TRADE IN TOTAL COST \$77,905.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 2 \$155,810.00

Estimated Annual payments for 60 months paid in advance: \$17,447.52 Extended: \$34,895.03
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY **SCOTT WILSON** FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' BoxMSRP:\$51,560.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Agate Black Metallic

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W2B	[Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box	\$51,560.00
	OPTIONS	
17X	FX4 Off-Road Package	\$495.00
18B	Platform Running Boards	\$445.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T	\$165.00
UM	Agate Black Metallic	\$0.00
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
	SUBTOTAL	\$53,270.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,995.00
	TOTAL PRICE	\$55,265.00

FUEL ECONOMY

Est City:N/A

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Data Version: 20767. Data Updated: Oct 22, 2023 6:43:00 PM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box ( Complete)

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas -inc: Flex fuel (STD)
Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
3.73 Axle Ratio (STD)
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
160 Amp Alternator
Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
Trailer Wiring Harness
3565# Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
Regular Box Style
Steel Spare Wheel

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Exterior

- Full-Size Spare Tire Stored Underbody w/Crankdown
- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

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ALAN JAY FLEET

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Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Interior	
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	Power Rear Windows
	FordPass Connect 5G Mobile Hotspot Internet Access
	Rear Cupholder
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Fade-To-Off Interior Lighting
	Front And Rear Map Lights
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2024 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 6.75' Box (✔ Complete)

Interior

- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Tire Specific Low Tire Pressure Warning
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point and Height Adjusters
- Dual Stage Driver And Passenger Front Airbags
- Rear Child Safety Locks
- Back-Up Camera

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

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Meeting Date: November 7, 2023
Item #: 12

Contact Name: Stephen Krug
Contact Number: Ext. 6002

Department Director: Stephen Krug
City Manager: Robert Frank

Subject: Approval of 2023-2024 Traffic Signal Capital Improvement Projects with Control Specialists. (Public Works Director Krug)

Background Summary:

Public Works included the following traffic signal system maintenance projects in the Capital program for the current budget:

1. Replace span and signal wires at Maguire Rd. and Story Rd.- \$131,000.
2. Replace video detection system at Mckey St. and Bluford Ave. - \$36,900.

Both items 1 and 2 are normal lifespan maintenance for the signals on City rights of way. Public Works solicited pricing from the City's Traffic Signal Maintenance Contractor, Control Specialists, for the projects as they will be responsible for maintenance. The attached quotes are in line with FDOT construction industry pricing.

Public Works recommends issuing a purchase order to our Traffic Signal Maintenance Contractor, Control Specialists, as they will be responsible for the maintenance of the capital projects which are adequately funded in the budget.

Issue:

Should the Honorable Mayor and City Commissioners approve issuing a purchase order to Control Specialists Corp. for the traffic signal system maintenance projects incorporated in the current budgeted Capital program?

Recommendations:

Staff recommends the Honorable Mayor and City Commissioners approve issuing a purchase order to the City's Traffic Signal Maintenance Contractor and Control Specialists, to; 1) replace the span and signal wires at Maguire Rd. and Story Rd. for \$131,000, 2) replace the video detection system at Mckey St. and Bluford Ave. for \$36,900, and authorize the City Manager and staff to approve and execute change orders to the work in accordance with the limits established in the Purchasing Code.

Staff also recommends approval to transfer remaining funds from the Street Operations Capital Improvements line 317-541-10-6302 (\$6,900 from Rebuilding 5 Flashing School Zone Lights) to cover the additional \$6,900 in costs for replacing the video detection system at Mckey St. and Bluford Ave.

Attachments:

1. Respan Maguire and Story Rd.
2. Replace Video Detection Mckey and Bluford

Financial Impacts:

The cost of the work is adequately funded in the Streets Division Capital Program for Public Works, with the inclusion of the following request: transfer remaining funds from the Street Operations Capital Improvements line 317-541-10-6302 (\$6,900 from Rebuilding 5 Flashing School Zone Lights) to cover the additional \$6,900 in costs for replacing the video detection system at Mckey St. and Bluford Ave.

Type of Item: Consent



Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: OCOEE - MAGUIRE AT GENEVA
Description: Maguire Rd at Story Rd / W Geneva St
Bid Date: 10/6/2023
Estimator: Tony Zirpoli
Contract #: N/A

ITEM	DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
101-1	Mobilization	1.000	LS	\$6,500.00	\$6,500.00
102-1	Maintenance of Traffic	1.000	LS	\$7,000.00	\$7,000.00
632-7-1	Signal Cable- New Or Reconstructed Intersection, F&I	1.000	PI	\$4,800.00	\$4,800.00
634-4-152	Span Wire Assembly, F&I, Two Point, Diagonal	1.000	PI	\$6,000.00	\$6,000.00
634-4-600	Span Wire Assembly, Remove- Poles Remain	1.000	PI	\$1,350.00	\$1,350.00
634-5-1	Fiberglass Insulator, F&I	20.000	LF	\$80.00	\$1,600.00
650-1-14	Vehicular Traffic Signal, F&I Aluminum, 3 Section, 1 Way	4.000	AS	\$2,200.00	\$8,800.00
650-1-19	Vehicular Traffic Signal, F&I Aluminum, 5 Section Cluster, 1 Way	4.000	AS	\$3,200.00	\$12,800.00
660-4-11	Vehicle Detection System- Video, F&I Cabinet Equipment	1.000	EA	\$19,750.00	\$19,750.00
660-4-12	Vehicle Detection System- Video, F&I Above Ground Equipment	4.000	EA	\$4,800.00	\$19,200.00
660-4-60	Vehicle Detection System- Video, Remove	1.000	EA	\$850.00	\$850.00
663-1-111	Signal Priority And Preemption System, F&I, Optical, Cabinet Electronics	1.000	EA	\$9,500.00	\$9,500.00
663-1-112	Signal Priority And Preemption System, F&I, Optical, Detector	2.000	EA	\$3,000.00	\$6,000.00
671-2-50	Traffic Controller, Relocate- Without Cabinet	1.000	EA	\$1,250.00	\$1,250.00
676-1-117	Traffic Signal Controller Cabinet, F&I Without Controller, NEMA Size6, 44" W X 67" H X 24" D	1.000	EA	\$24,500.00	\$24,500.00
676-1-600	Traffic Signal Controller Cabinet, Remove	1.000	EA	\$1,200.00	\$1,200.00

Project Comments

1. Above pay items and quantities are based on the current configuration at the intersection.
2. No permits are included, if required.
3. This quotation is valid for 60 days after the stated bid date. Please request pricing verification after 60 days.

Signature: Tony Zirpoli



Traffic Engineering and Management, LLC

dba / Control Specialists

Construction, Service and Maintenance

707 Nicolet Ave, Suite 100A, Winter Park, FL 32789 Ph: (407) 628-1965 * Fax: (407) 628-1932

Project: City of Ocoee
Description: Bluford Rd. @ McKey St. Iteris Video Detection
Quote Date: 10/30/2023
Estimator: Al LaShier

ITEM	DESCRIPTION	QTY	U/M	UNIT PRICE	AMOUNT
	Iteris Next Video Detection System	1	EA	\$ 36,900.00	\$ 36,900.00
TOTAL BID:					\$ 36,900.00

Project Comments

1. Bond is not included.
2. This estimate is based on currently contracted rates.
3. This estimate includes utilizing existin conduit.

Signature: Al LaShier



Meeting Date: November 7, 2023

Item #: 13

Contact Name: Justin Mieras, John Haas
Contact Number: Ext. 1505, Ext. 1553

Department Director: Doug Gaines
City Manager: Robert Frank

Subject: Authorization for Microsoft Enterprise License Agreement Payment. (Support Services Director Gaines)

Background Summary:

On November 2, 2021, the City Commission approved a three-year Enterprise Agreement with Microsoft through Software House International (SHI) at the cost of \$57,475.43 per year, for the level of equipment/services at that time. Per the terms of that agreement, the City's equipment level is reviewed annually prior to invoicing and this year's renewal cost is \$60,139.85.

The Microsoft Enterprise Agreement provides software updates and technical support for the City's Microsoft server licenses, including Microsoft Exchange, which hosts the City's email accounts, and SQL server, which is the database management system for many of the City's enterprise applications and various software used by the entire City for communication, printing, electronic storage, remote access, systems management, and virtualization. The majority of the price difference is due to the City adding OneDrive licenses (similar to DropBox). IT staff is currently testing the application for Citywide adoption.

This is year three of the contract, and a new contract will come before the City Commission in about a year. The next agreement is expected to be significantly more expensive.

Issue:

Should the Honorable Mayor and City Commissioners authorize City Staff to process this year's \$60,139.85 Microsoft Enterprise Agreement commitment?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize City Staff to process this year's \$60,139.85 Microsoft Enterprise Agreement commitment.

Attachments:

1. Quote-24100356
2. Signed Contract

Financial Impacts:

This year's agreement quote is \$60,139.85, through our contract with SHI, a state contract provider for Microsoft software. The cost will be covered by the Equipment and Maintenance Contract account (001-516-

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

Phone: (407) 905-3100 • www.occoee.org

00-4606) where we budgeted a 5% increase in this renewal cost. This is the final year of this contract and the next agreement is expected to be significantly more expensive.

Type of Item: Consent



Pricing Proposal
Quotation #: 24100356
Reference #: EA#81800760
Created On: 10/25/2023
Valid Until: 11/24/2023

FL-City of Ocoee

Justin Mieras

150 N. Lakeshore Drive
Ocoee, FL 150 N. Lakeshore Dri
United States
Phone: 407-905-3100 Ext. 1505
Fax:
Email: jmieras@ocoe.org

Inside Account Manager

Joe Orlando

SHI International Corp
290 DAVIDSON AVE STE 101
SOMERSET, NJ 08873-4179
Phone: 888-744-4084
Fax: 732-654-8380
Email: Joe_Orlando@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Exchange Server Ent ALng SA Microsoft - Part#: 395-02504 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	1	\$741.76	\$741.76
2 OneDrive business P1 Sub Per User Microsoft - Part#: 3NM-00004 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	100	\$46.51	\$4,651.00
3 Enterprise CAL Services ALng Sub Per User Microsoft - Part#: 6PV-00007 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	312	\$0.00	\$0.00
4 Win Remote Desktop Services CAL ALng SA UCAL Microsoft - Part#: 6VC-01254 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	20	\$24.25	\$485.00
5 ECAL ALng SA User CAL with Services Microsoft - Part#: 76A-00034 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	312	\$117.26	\$36,585.12
6 SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Open Market	10	\$600.00	\$6,000.00

Contract #: Open Market
Coverage Term: 11/1/2023 – 10/31/2024
Note: EA# 81800760

7	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	32	\$128.83	\$4,122.56
8	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	368	\$19.77	\$7,275.36
9	Project P3 Sub Per User Microsoft - Part#: 7LS-00002 Contract Name: Open Market Contract #: Open Market Coverage Term: 11/1/2023 – 10/31/2024 Note: EA# 81800760	1	\$279.05	\$279.05
			Total	\$60,139.85

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are Open Market and resold in accordance with the terms and conditions at [SHI Online Customer Resale Terms and Conditions](#).



Pricing Proposal
Quotation #: 21066986
Created On: 9/29/2021
Valid Until: 10/29/2021

City of Ocoee

John Haas

FL
United States
Phone:
Fax:
Email: JHaas@occoee.org

Inside Account Executive

Ken Stelmack

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1542
Fax: 732-564-8224
Email: Ken_Stelmack@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Enterprise CAL Suite - Software assurance - 1 user CAL - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 76A-00034 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	312	\$112.47	\$35,090.64
2 Microsoft Enterprise CAL - Subscription license (1 month) - 1 user - EA Subscription - with services - Win - All Languages Microsoft - Part#: 6PV-00007 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	312	\$0.00	\$0.00
3 Microsoft Exchange Server Enterprise Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Microsoft - Part#: 395-02504 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	1	\$709.05	\$709.05
4 Microsoft SQL Server Standard Core Edition - Software assurance - 2 cores - academic - Select, Select Plus - Win - All Languages Microsoft - Part#: 7NQ-00292 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	10	\$573.76	\$5,737.60
5 Microsoft Windows Remote Desktop Services - Software assurance - 1 user CAL - academic - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 6VC-01254 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02	20	\$23.64	\$472.80

Coverage Term: 11/1/2021 – 10/31/2022

6	Microsoft Windows Server Datacenter Edition - Software assurance - 2 cores - Enterprise - All Languages Microsoft - Part#: 9EA-00278 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	32	\$123.88	\$3,964.16
7	Microsoft Windows Server Standard Edition - Software assurance - 2 cores - volume - All Languages Microsoft - Part#: 9EM-00270 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	368	\$19.56	\$7,198.08
8	OneDrive for Business - Subscription license (1 month) - 1 user - EA Subscription - Win, Mac, Android, iOS, Windows Phone - All Languages - with Office Online Microsoft - Part#: 3NM-00004 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 Coverage Term: 11/1/2021 – 10/31/2022	100	\$43.0310	\$4,303.10
			Total	\$57,475.43

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Proposal ID

1125858.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	312	312	1.0	No	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Enterprise CAL	
Enterprise CAL	312

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	0	312	312	0

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Amendment to Contract Documents

Enrollment Number

5-0000007704334

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
6PV-00007	EntCALSrvcforEnt ALNG SubsVL MVL PerUsr	312	
3NM-00004	OneDriveforbusinessPlan1 ShrdSvr ALNG SubsVL MVL PerUsr		100

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(VW)(ENG)(Oct2020)(IU).docx		M97	B
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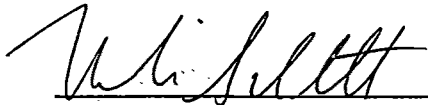
CITY OF OCOEE SIGNATURE PAGE

SHI Microsoft Enterprise – Contract #43230000-15-02

APPROVED:

CITY OF OCOEE, FLORIDA

ATTEST:


Melanie Sibbitt, City Clerk


Rusty Johnson, Mayor

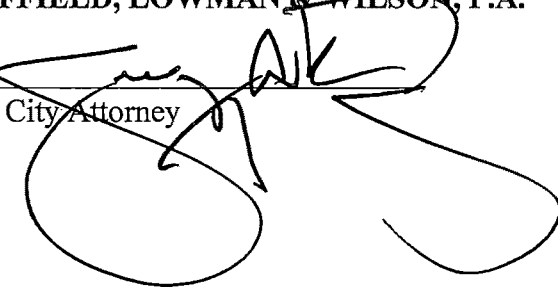
DATE: 11/2/21

(SEAL)

FOR USE AND RELIANCE ONLY
BY THE CITY OF OCOEE, APPROVED
AS TO FORM AND LEGALITY
THIS 2nd DAY OF Nov., 2021

SHUFFIELD, LOWMAN & WILSON, P.A.

By:


City Attorney

STAFF REPORT

Meeting Date: November 7, 2023
Item #: 14

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Piggyback Sourcewell Cooperative Purchasing Contract to Replace the Generator at the Utilities Administration Building. (Utilities Director Croteau)

Background Summary:

The Utilities Department maintains a 10-Year Capital Plan to identify future expenses relating to the upgrades and replacement of capital equipment, systems, and structures. Based on this information, the approved budget for Fiscal Year 2023-24 includes funding to replace the generator at the Utilities Administration building. Sourcewell is a cooperative purchasing program which the City uses for a variety of purchases. The replacement generator is available for purchase under Sourcewell Contract #09222-CAT at a price of \$78,580.00, and Ring Power CAT is the area dealer for this equipment. Staff is requesting approval to move forward with this budgeted purchase through Sourcewell.

Issue:

Should the Honorable Mayor and City Commissioners approve to piggyback the Sourcewell Cooperative Purchasing Contract to replace the generator at the Utilities Administration building?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to procure the replacement generator for the Utilities Administration building from Ring Power CAT utilizing Sourcewell Contract #09222-CAT. Staff also recommends that the City Manager be authorized to approve changes to this contract/project.

Attachments:

1. Sales Quote

Financial Impacts:

None, as this purchase is adequately funded in the FY23-24 budget.

Type of Item: Consent

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES
SERVICE
PARTS
LEASING
RENTALS
QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 9/29/2023

QUOTATION NO: MB22-110

CUSTOMER NAME: City of Ocoee

ADDRESS:

CITY/STATE/ZIP: , FL

CONTACT:

PHONE:

ESTIMATED SHIPPING LEAD TIME: 30-70+
weeks- changes weekly or depending on stock

SHIPPING VIA/FOB:

ESTIMATED SUBMITTAL LEAD TIME: 6 Weeks

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: Ocoee Main office

TERMS: Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		
<u>For your reference, your Sourcewell Member ID is 75029</u>		
One (1) New Caterpillar Diesel Generator – Model 4.4 Rated 50 KW standby at 1.0 PF, 240 Volts, 1 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: **Mark Barbarulo**

Mark Barbarulo, EPG Sales. Central Florida

TERMS

- ***This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together.***
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
• Main UL circuit breaker 250 amp • CAT EMCP Control panel with safety shutdowns, Engine controls and gauges • Voltage regulator • Governor • PMG excitation • Jacket water heater • Battery charger UL 10 amp • 2 Year / 1000 hour Caterpillar limited warranty • Start up and Commissioning • Includes 4 hour load test • Batteries and cables • Introduction and training to personnel • Freight to customer site • Factory weatherproof enclosure • 255-gallon fuel tank UL 142 • NO remote annunciator PROVIDE ENGINEERING, PERMIT AND INSPECTION - DEMO/DISPOSAL: .50KW GENERATOR .DIESEL TANK - SITE PREPARATION: .MODIFY CONCRETE PAD (~3'X8') - RIGGING/CRANE OLD AND NEW GENERATOR - INSTALL OWNER-PROVIDED NEW 50KW DIESEL GEN 120/240V 1PH - PROVIDE/INSTALL NEW GENERATOR FEEDERS - TESTING - FINAL INSPECTION		
Total NET for above		\$78,580.00

Exceptions & Clarifications:

NOTE:

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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*****DUE TO THE VOLATILITY OF THE MATERIALS MARKET, ALL PROJECTS WILL BE RE-PRICED AT TIME OF RELEASE TO PRODUCTION. ANY INCREASE OR DECREASE WILL BE ASSESSED AND APPLIED AT THAT TIME. BASED ON RECENT MATERIAL COSTING, ESTIMATED PRICING ESCALATION IS 10% INCREASE PER MONTH ON ENCLOSURES, TANKS AND GENERATORS.*****

Notice to Buyer:

The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."

This is not part of the above project, this is an ADDER for Standard Service agreement- Budget only, A site visit will be needed to firm up pricing. No load bank included. Please contact below for firm pricing.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Vicky Gallagher Product Support Service Representative (PSSR) Power Systems Division Ring Power Corporation 9901 Ringhaver Drive Orlando, Florida 32824 Cell: 407-466-8450 victoria.gallagher@ringpower.com		

SIZE	Annual Maintenance with T/A
KW	
5 - 25 *	\$ 720.21
26 - 50 *	\$ 720.76
51 - 100 *	\$ 788.62
101 - 150	\$ 852.66
151 - 200	\$ 1,112.09
201 - 300	\$ 1,446.94
301 - 400	\$ 1,557.52
401 - 500	\$ 1,876.75
501 - 750	\$ 2,219.76
751 - 1000 **	\$ 3,783.11
1001 - 1500 **	\$ 4,357.32
1501 - 2000 **	\$ 5,200.60
2001 - 2500 **	\$ 5,652.89
C175-16 **	\$ 6,136.20
C175-20 **	\$ 7,199.36

Updated Pricing Effective 6/1

5 - 25 * 685.92485

Standard Prices are for ground level access

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
· Test run of the engine to ensure no leaks, will prime fuel system if necessary · Dispose of used oil and filters adhering to EPA regulations · Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization · A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer		

NOTE:

1. The above price includes start-up, testing, and customer training.
2. No, fuel is included.
3. No third party testing or NETA testing included and is by others.
4. No sales tax included
5. Training that is to be videotaped, requires Ring Power approval in advance. RPC "Video Recording Agreement" / waiver signed by the customer / end-user in advance. Videographer / Recording Equipment to be provided by others.
6. In some cases the enclosure, tank and exhaust are shipped loose, installation is by others.
7. Work to be done during normal business hours 8am to 4pm.
8. Proposal is based on information supplied by the Customer.
9. Generators that come with an **800 amp breaker** or larger are supplied with buss bar, Lugs are by others.
10. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
11. Ring Power will be supplying equipment as described in the attached documentation.
12. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
13. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.
14. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer.

Thank you for considering Ring Power Systems for your generator needs

Mark Barbarulo

Mark Barbarulo

Ring Power Systems, Generator Sales Central Florida,
407-472-6231 Office - 407-857-1592 Fax - 407-383-5840 Cell

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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Mark.barbarulo@ringpower.com

STAFF REPORT

Meeting Date: November 7, 2023
Item #: 15

Contact Name: Trent Hopper
Contact Number: Ext. 4306

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Approval to Replace Mechanical Components in Clarifier 3. (Utilities Director Croteau)

Background Summary:

The approved American Rescue Plan Act (ARPA) project list includes the funds to replace the mechanical components in Clarifier 3 at the City of Ocoee Wastewater Treatment Plant (WWTP). This project includes the replacement of the motors, controls, and gearboxes in both of the Clarifiers. Staff reached out to Veolia Water Technologies, the original designer of the WWTP and Sole Source vendor for Kruger wastewater treatment plant parts, who provided a quote of \$168,408.65 (Quote#102523) to upgrade Clarifier 3. Clarifier 1's components were previously replaced.

Issue:

Should the Honorable Mayor and City Commissioners approve replacing the mechanical components in Clarifier 3 at the WWTP with Veolia Water Technologies at a cost of \$168,408.65?

Recommendations:

Staff recommends that the Honorable Mayor and City Commissioners authorize the City Manager to cause the replacement of the mechanical components in Clarifier 3 at the WWTP with Veolia Water Technologies at a cost of \$168,408.65. Staff also recommends that the City Manager be authorized to approve changes to this contract/project up to the amount of the budget set for this project.

Attachments:

1. Veolia Quote

Financial Impacts:

This project is fully funded through the ARPA grant.

Type of Item: Consent



QUOTE

QUOTE NO. 102523

DATE: 10.25.23

Veolia Water Technologies, Inc. (dba Kruger)
1500 Garner Road, Suite C
Raleigh, North Carolina 27610 USA
PHONE 888-578-4378 FAX 919-661-4568
EMAIL: usmunicipalsupport@veolia.com

EXPIRATION DATE: 11.25.23
THIS QUOTE IS VALID FOR 30 DAYS

To Trent Hopper
Ocoee WWTP FL
1800 AD Mims Road
Ocoee, FL 34761
1.407.427.3054
Thopper@ocoee.org

FROM: Tony Cook
Customer Solutions Manager - Southeast USA
Mobile: 919.931.9044
Email: tony.cook@veolia.com

SALES PERSON	JOB	PAYMENT TERMS	DELIVERY TERMS	DELIVERY SCHEDULE
AAC	Ocoee WWTP clarifier rebuild	30% down at time of order. Net 30 Days	DDP Prepaid & Add Destination	8 - 10 WEEKS
QTY	PART NUMBER AND DESCRIPTION		UNIT PRICE	LINE TOTAL
1	Hi-Tech 65-FT CLARIFIER REBUILD (price is for each or one (1) Clarifier): SCOPE OF WORK: ON-SITE REMOVAL: Block and disconnect Rakes and Tower from Drive; Modify Catwalk platform; Remove Primary, Secondary, and Final Ring Gear Drives; Supply 55-T Crane & Operator; Load and transport to CMIS. 4-men for three days. MPN AALRGU316228			\$31,808.77
1	SHOP-REBUILD: Procure All New Drive Components; Procure All New Squeezes ; Prep all components for Assembly; Assemble Drive; Load & Transport to Ocoee FL WWTF. All Inspection & QC documents to be submitted to Trent Hopper. MPN AALRGU316228			\$102,377.83
1	ON-SITE INSTALL: Install New Primary, Secondary, and Final Ring Gear Drives; Install New CMIS Supplied Stainless Steel Squeegees, align Rakes & Tower; Supply 55-T Crane & Operator; 4-men three days. Start up and operate Dry for 6 hours; Admit flow, monitor operation, Inspect skimmer efficiency & adjust as required. All final settings & QC documents to be provided to Trent Hopper. MPN AALRGU316228			\$34,222.05
NOTE: 1.) EST Lead time 8-10 Weeks. After Receipt of Actual Purchase Order, we can more accurately identify parts delivery and on-site schedule. 2.) Payment Terms: 30% at receipt of order. Balance Net 30 days after completion. *Confidential, Do not share with third parties*				
			SUBTOTAL	\$168,408.65
			ESTIMATED FREIGHT	If applicable
ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.			SALES TAX	If applicable
PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,			TOTAL	\$168,408.65

Quotation prepared by: _____ *Tony Cook*

To accept, sign here and return*: _____

Purchase Order Number to reference (Optional): _____

PLEASE NOTE:

A signed Quotation is required to process order.
If you submit a PO, please reference Veolia Water Technologies, Inc. (dba Kruger) Quotation number to process order.

Veolia Water Technologies, Inc (dba Kruger) - The Quote is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject the attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale for Parts Orders as detailed herein. No additional terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - PARTS ORDERS

1. **APPLICABLE TERMS.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **PAYMENT.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **DELIVERY.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are DDP, Prepaid & Add Destination
4. **OWNERSHIP OF MATERIALS.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **CHANGES.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **WARRANTY.** Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery, (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. **INDEMNITY.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **FORCE MAJEURE.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **CANCELLATION.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **MISCELLANEOUS.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary

to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

12. Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.

VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) - STANDARD TERMS OF SALE - SERVICE ORDERS

The terms and conditions set forth below govern all work or services requested by Client as described and set forth in the Quote of Veolia Water Technologies, Inc. ("Veolia") attached hereto. The provisions of said Quote govern the scope of services to be performed, including the time schedule, compensation, and any other special terms.

These terms and conditions shall apply unless expressly stated to the contrary or inconsistent with said Quote.

1. **COMPENSATION**. For services performed on a lump sum basis, Client agrees to compensate Veolia in accordance with the payment schedule (milestone payments or otherwise) specified in the Quote.
2. **INVOICES AND PAYMENT**. Unless otherwise stated in the Quote, invoices will be submitted as work is performed and payment is due within thirty (30) days of the invoice. Payment of invoices shall be in U.S. dollars. Client shall notify Veolia within fifteen (15) days of receipt of invoice of any charges associated with the invoice that Client disputes and contends that Client does not owe to Veolia. If Client so notifies Veolia, and if only a portion of the invoice is disputed, Client shall pay the undisputed portion within thirty (30) days of receipt or such portion shall be deemed delinquent. Any charges disputed by Client in good faith will not be deemed delinquent. However, should Veolia have to resort to legal action to collect disputed charges and Veolia is successful in such action, then Veolia will be entitled to recover its legal fees and expenses and collect interest at the rate of one and one-half (1-1/2%) percent per month on the collected disputed charges beginning thirty (30) days after receipt by Client of the invoice first containing the collected disputed charge. Client will be charged interest at the rate of one and one-half (1-1/2%) percent per month on the unpaid balance on all delinquent invoices. In the event that Client terminates or suspends Veolia's services or work prior to completion, Client shall pay, upon demand by Veolia, all outstanding invoices. Invoices not paid on demand when services are terminated or suspended shall be deemed delinquent. All costs and expenses, including reasonable legal fees and personnel costs incurred by Veolia to collect charges associated with delinquent invoices, or which are in dispute between Client and Veolia, shall be paid by Client. Veolia reserves the right to cease or suspend any or all work or services under this Agreement, upon five (5) days' written notice to Client, in the event Client fails to pay Veolia's invoices to Client when due and payable under this Agreement or if, in the Veolia's reasonable opinion, Client's financial condition or other circumstances reasonably suggest a future inability to pay and, thus, do not warrant Veolia's ongoing performance of its work or services.
3. **INDEPENDENT CONTRACTOR**. Veolia shall be an independent contractor and shall be fully independent in performing the services or work and shall not act or hold itself out as an agent, servant or employee of Client. This paragraph applies equally to Client.
4. **VEOLIA'S LIMITED WARRANTY FOR SERVICES**. The sole and exclusive warranty which Veolia makes with respect to the services is that the same shall be performed in accordance with generally accepted professional practices, and in compliance with the specifications provided to Veolia by Client; but only to the extent disclosed to and accepted by Veolia. Claims for defects, deficiencies, errors or omissions or any other claims for defective services must be made in writing within thirty (30) business days of Client's discovery of such alleged defect, deficiency, error or omission or other claim (including defects that would have been discovered by a reasonably prudent investigation). In the event Veolia's performance of the services or any portion thereof, fails to conform to the above stated limited warranty, Veolia shall expeditiously initiate re-performance of the nonconforming services, or upon the mutual agreement of the parties, refund the amount of compensation paid to Veolia for such nonconforming services.

THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY VEOLIA, AND ARE IN LIEU OF ALL OTHER WARRANTIES. VEOLIA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER STATUTORY, WRITTEN OR ORAL. VEOLIA DISCLAIMS, AND CLIENT WAIVES, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

5. **CLIENT'S WARRANTY**. Client warrants that a) it will provide to Veolia all available information regarding the site, structures, facilities, buildings and land involved with the work and that such information shall be true and correct; b) that all work (which it performs that is likely to affect Veolia's work, if any) shall be performed in accordance with generally accepted professional practices; c) and it has title to or will provide right of entry or access to all property necessary to perform the work.
6. **INDEMNITY**. Subject to the limitations set forth in Section 8 below, Veolia shall indemnify, defend and hold Client harmless from any claim, cause of action or liability incurred by Client as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Veolia's negligence or willful misconduct. Veolia shall have the sole authority to direct the defense of and settle any indemnified claim. Veolia's indemnification is conditioned on Client (a) promptly notifying Veolia of any claim, and (b) providing reasonable cooperation in the defense of any claim. Subject to the limitations set forth in Section 8 below, Client agrees to indemnify, defend and hold Veolia harmless from and against any claim, cause of action or liability incurred by Veolia as a result of death or bodily injuries to any person, destruction or damage to any tangible property caused by Client's negligence or willful misconduct.

7. **ENVIRONMENTAL INDEMNIFICATION PROVISION.** Client agrees to indemnify, defend, and hold harmless Veolia from and against all losses, liabilities, claims, suits, costs, damages, investigation and clean-up costs, fines, penalties, including reasonable attorneys' fees, resulting from or relating to the actual alleged or threatened discharge, escape or release of toxic, hazardous, offensive, or dangerous materials, substances, chemicals or wastes at, on, into, or from the Property or facilities, except to the extent that any such loss is caused by the negligence or willful misconduct by Veolia or its officers, directors, or employees. This provision shall survive the expiration or termination of this Agreement and the Contract for any reason.
8. **CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY.** Neither Party shall be liable to the other for loss of anticipated or actual profit, loss of revenue, loss of use, loss of production, business interruption or any similar damage or for indirect, special, incidental, consequential, exemplary or punitive damages of any kind whether arising in contract, in tort (including negligence), or by operation of law. Veolia's total liability, whether arising from or based upon breach of warranty, breach of contract, tort, including negligence, errors and omissions, strict liability, indemnity or any other cause or basis whatsoever, is expressly limited to the net fee received by Veolia. This provision limiting Veolia's liability shall survive the termination, cancellation or expiration of the Agreement.
9. **INSURANCE.** During the performance or services or work under this Agreement, Veolia will, at its own expense, carry Workers' Compensation Insurance/Employer's Liability Insurance within limits required by law; Commercial General Liability Insurance for bodily injury and for property damage; and Comprehensive Automobile Liability Insurance for bodily injury and property damage. At Client's request, Veolia shall provide a Certificate of Insurance demonstrating Veolia's compliance with this section. Such Certificate of Insurance shall provide that said insurance shall not be reduced in coverage or canceled until at least ten (10) days after written notice has been provided to Client.
10. **FORCE MAJEURE.** Neither party shall be responsible or liable to the other for default or delay in the performance of any of its obligations hereunder (other than the payment of money for services already rendered) caused in whole or in part by strikes or other labor difficulties or disputes; governmental orders or regulations; war, riot, fire, explosion; terrorism, acts of God; extreme weather, storms named by NOAA, or any other causes which are beyond the reasonable control of the respective party. In the event of delay in performance due to any such cause, the time for completion will be extended by a period of time reasonably necessary to overcome the effect of the delay. The party so prevented from complying shall within a reasonable time of its knowledge of the disability advise the other party of the effective cause, the performance suspended or affected and the anticipated length of time during which performance will be prevented or delayed and shall make all reasonable efforts to remove such disability as soon as possible, except for labor disputes, which shall be solely within said party's discretion. The party prevented from complying shall advise the other party when the cause of the delay or default has ended, the number of days which will be reasonably required to compensate for the period of suspension and the date when performance will be resumed. Any additional costs or expenses accruing or arising from the delaying event shall be solely for the account of Client.
- COVID-19:** Veolia shall not be held liable in the event of a non-compliance with its obligations set forth herein to the extent such non-compliance is due to the consequences of the Covid-19 pandemic including without limitation (i) obligation to comply with the legislation enacted or measures taken by the authorities to address the Covid-19 pandemic (including mandatory closures, requisitions, transport limitations, social distancing requirements), (ii) observance of hygiene and security rules and recommendations resulting from the Covid-19 pandemic, (iii) inability to supply or distribute to relevant personnel appropriate personal protective equipment for the tasks to be performed, as a result of shortages of supply resulting from the Covid-19 pandemic, (iv) inability of a Veolia subcontractor or supplier to comply with its obligations for the reasons mentioned above; and to the extent the resulting impediments cannot be reasonably overcome."
- In the event such consequences of the Covid-19 pandemic render Veolia's performance hereunder more onerous than could have been anticipated at the date hereof the parties shall negotiate alternative contractual terms, including for delivery/performance dates or service levels, which reasonably allow for the impact of the consequences of the Covid-19 pandemic referred to hereinabove.
11. **NOTICE.** Any notice, communication, or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person or sent by United States mail or email, to the physical or email address of the party for whom it is intended, or to such other address for either party as the party may by written notice designate.
12. **ASSIGNMENT/SUBCONTRACT.** Neither party hereto shall assign this Agreement or any part thereof or any interest therein without the prior written approval of the other party hereto (except in the event that substantially all of the assets of the Client's facility are sold). Veolia shall have the right to subcontract any portion of the work.
13. **MODIFICATION.** In the event modifications and/or changes are requested by Client after services have been performed, which, modifications and/or changes are through no fault of Veolia, or in the event additional work not covered by the Agreement is requested by Client, Veolia shall have the right to review such requests and notify Client of the effect on price, schedule or any other obligations assumed by Veolia under this Agreement. Subject to the availability of required resources and on a schedule compatible with Veolia's other schedules and commitments, Veolia shall initiate work on any such changes.
14. **DELAYED AGREEMENTS AND INFORMATION.** The performance by Veolia of its obligations under this Agreement is contingent upon the Client performing its obligations in a timely manner and cooperating with Veolia to the extent required for completion of the work. Delays by Client in providing information or approvals, or performing its contractual obligations may result in an adjustment of contract price and schedule.
15. **CONSTRUCTION PHASE.** To the extent the work is related to or followed by construction work by others, Veolia shall not be responsible for the means, methods, techniques, schedule, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for the construction contractor's failure to perform the work in accordance with its contractual requirements. Veolia will not direct, supervise or control the work of Client's contractors or Client's subcontractors.
16. **REPORTS, DOCUMENTS AND INFORMATION.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Veolia, and all related intellectual property rights, shall remain Veolia's property. Veolia grants Client a non-exclusive, non-transferable license to use any such material solely for Client's use of the work. Client shall not disclose any such material to third parties without Veolia's prior written consent.
17. **LIMITED USE OF REPORT.** Any report prepared as part of the work will be prepared solely for the use of Client. Third parties are not to rely upon the report, unless both Veolia and Client consent in writing to such reliance. In the event that Client provides the report to a third party without

Veolia's written consent, Client will indemnify Veolia for any resulting loss or harm.

- 18. DISPOSAL OF CONTAMINATED MATERIAL.** It is understood and agreed that Veolia is not, and has no responsibility as, a generator, operator, owner, treater, or storer of pre-existing substances or wastes found or identified at work sites. Veolia shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Veolia has or had title to such materials. Client will indemnify and hold harmless Veolia from and against all incurred losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Veolia as a generator, operator, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.
- 19. SUSPENSION OR TERMINATION.** In the event the work is terminated or suspended by Client prior to the completion of the services contemplated hereunder, Veolia shall be paid for: (i) the services rendered to the date of termination or suspension, (ii) the demobilization costs, (iii) the costs incurred with respect to non-cancelable commitments, and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.
- 20. GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of North Carolina. Any litigation shall be heard in a state or federal court in Wake County, North Carolina.
- 21. HEADINGS AND SEVERABILITY.** Headings preceding the text of enumerated sections are inserted solely for convenience and shall not constitute a part of the Agreement nor affect the meaning, content, effect or construction of this Agreement. Every part, term or provision of this Agreement is severable from all others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.
- 22. MISCELLANEOUS.** Veolia takes all issues surrounding probity and confidentiality very seriously in all of its dealings with competitors and stakeholders. In this spirit and for the sake of transparency, we inform you that the publicly traded parent company Veolia Environnement S.A., recently acquired a 29.9% interest in Suez S.A ("Suez") and launched a public bid for the remainder of Suez' share capital. Consistent with our commitment to competition law compliance, Veolia will continue to act entirely independent of Suez until all relevant antitrust approvals of Veolia's acquisition of Suez have been obtained and we will of course let you know if this would change before the end of the tender proceedings. Specifically, none of Veolia's representatives sit on the board of Suez, Veolia has no influence over the strategy or operations of Suez, and Veolia has no access to competitively sensitive information about Suez's operations. Accordingly, Veolia's ongoing project to acquire Suez will have no effect on our participation in, or response to, this tender.
- 23. ENTIRE AGREEMENT.** The terms and conditions set forth herein, along with the Quote, constitute the entire Agreement and understanding of the parties relating to the work or services provided by Veolia to Client, and merge and supersede all prior agreements, commitments, representations, writings and discussions between them, and shall be incorporated in all work orders, purchase orders and authorizations unless otherwise so stated by typed or handwritten, but not by pre-printed, words therein. The terms and conditions may be amended only by a written instrument signed by both parties.
- 24. ESCALATION.** If during the performance of the contract, the price of labor, material, freight, and other costs significantly increase, through no fault of Veolia, the price shall be equitably adjusted and subject to escalation. A significant price increase shall mean any price increase from proposal date to material procurement greater than 2.0% from stated prices. Delays and costs associated with a Force Majeure event shall also be equitably adjusted and subject to a change in price and/or schedule. Escalation to be based on cost increases, (without additional profit, overhead or margin) and shall include labor, material, freight, and other costs to Veolia that occur in the specified time period. Any revisions or changes requested by the customer will be priced on a case-by-case basis. Such price increases shall be documented through third party sources.



Meeting Date: November 7, 2023
Item #: 16

Contact Name: Craig Shadrix
Contact Number: Ext. 6434

Department Director: Jamie Croteau
City Manager: Robert Frank

Subject: Authorization to Use a Contract for Owner's Representative Services (RFP #23-005) with ZHA Incorporated for Conducting a Review of the Wastewater Operation in Conjunction with the Existing Lease with Forest Lake Golf Course. (Utilities Director Croteau)

Background Summary:

On March 3, 2020, the City Commission held a workshop to discuss the Forest Lake Golf Course, which is operated by a leaseholder (Forest Lake Golf Club, LLLP) on property owned by the Ocoee Water and Wastewater utility. During that time and since, there has been interest from the Operator (lessee) in selling back the lease, and the City hired a professional business evaluation. The City's professional estimate was significantly different from that of the Operator, and the City has received recent inquiries and even a proposal to acquire the lease via a partnership with the City; however, there are still items that should be considered and evaluated prior to evaluating and/or soliciting proposals. The entire golf course property remains within the wastewater permit for the entire City, and any future transition/change in lessee must consider this within the context of the City Commission's desire to maintain a viable 18-hole golf course. Staff requests that the City Commission authorize ZHA Incorporated to conduct a study and review the status of the current lease and the wastewater permit, and provide recommendations for future consideration of proposals and guidelines for their evaluation. ZHA is currently awarded a continuing services contract for the owner's representative with the City under the aforementioned request for proposals (RFP #23-005), and adequate funds are available in the Utilities Department professional services line item.

Issue:

Should the Honorable Mayor and City Commission Authorize the use of ZHA Incorporated to conduct a review of the City's wastewater permit and lease with Forest Lake Golf Club, LLLP, and provide recommendations and a format for review of proposals/solicitations/transactions that would include acquisition of the existing lease?

Recommendations:

Staff recommends that the Honorable Mayor and City Commission Authorize the use of ZHA Incorporated to conduct a review of the City's wastewater permit and lease with Forest Lake Golf Club, LLLP, and provide recommendations and a format for review of proposals/solicitations/transactions that would include acquisition of the existing lease.

Attachments:

1. Forest Lake Proposal

Financial Impacts:

Staff estimates that this effort would not exceed \$36,000, and there is adequate funding in the Utilities Department Budget line item for professional services.

Type of Item: Consent



November 7, 2023

Robert D. Frank
City Manager
City of Ocoee
1 North Bluford
Ocoee, Florida 34761

RE: RFP #23-005 Continuing Owner's Representative for City Projects – Analysis of Wastewater Treatment Plant Ground Lease and Permit Stipulations

Dear Mr. Frank:

ZHA is pleased to submit our proposal for providing Project Management Services to complete an analysis of Wastewater Treatment Plant (WWTP) Ground Lease and Permit Stipulations at Forest Lake Golf Club.

Our services will be provided based on scope as detailed below. The total Not-to-Exceed fee proposed for ZHA services is \$36,000 and work can be accomplished in approximately 90 days, subject to no unreasonable delays caused by Lessee.

Below is the anticipated scope of ZHA's WWTP analysis:

- Review the ground lease and all documents modifying the lease.
- Review the permit and all documents modifying the permit.
- Review the maintenance records related to permit compliance.
- Review operations procedure manuals.
- Analyze the above and prepare a draft report addressing potential operational efficiencies.
- Meet with City leadership to review the draft report observations and recommendations.
- Prepare a final report.

Thank you for this opportunity to provide our services to the City of Ocoee. Please feel free to contact me directly if you have any questions concerning the information contained in this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Mellin'.

Frederick J. Mellin Jr.
President/CEO



STAFF REPORT

Meeting Date: November 7, 2023
Item #: 17

Contact Name: Anoch Whitfield
Contact Number: Ext. 1016

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: Second Reading of Ordinance for The Backyard Annexation & Rezoning from County A-1 to City C-2 - AX-07-28-06 & RZ-23-07-06. (Zoning Manager Whitfield)

Background Summary: First Reading of Ordinance: October 3, 2023

Owner/Applicant: The property is owned by the Carolyn Hovey Werst Revocable Trust, represented by Jenny Lynn Childs, Successor Trustee. The applicant is Joshua Halperin, representing The Backyard.

Site Location: The property is located in Commission District 1 on the south side of West Road, beginning approximately 50 feet east of Fountains West Boulevard, immediately east of the Duke Energy facility.

Property Size & Parcel Identification Number: The property contains approximately 1.513 acres and is assigned parcel ID number 06-22-28-0000-00-035.

Existing Site Conditions: The table below summarizes the existing site conditions of the property.

Current Future Land Use Map (FLUM) Designation	Current Zoning District	Existing Land Use	Unique Features/Overlay Districts
Commercial (per JPA)	County A-1	Single family residential dwelling	None

The table below lists the jurisdictions, future land use designations, zoning districts and existing uses of the surrounding properties.

Direction	Jurisdiction	Future Land Use Designation	Zoning	Existing Land Uses
North	City of Ocoee	Commercial	PUD-COMM	Restaurant
South	City of Ocoee	Low Density Residential	R-1A	West Orange Trail & Vacant Land

East	Orange County	Rural	A-1	Single-Family Residential
West	Orange County	Rural	A-1	Duke Energy Facility

Proposed Development: The proposed rezoning would apply a conventional C-2 zoning classification to the property. The C-2 zoning district permits a variety of commercial uses by right, including office, retail, restaurant, movie theater, convenience stores/gas stations, furniture and appliance stores, indoor recreational commercial facilities, etc.. A Land Use Plan (LUP) is not required for a conventional rezoning, but the applicant seeks to develop an indoor/outdoor restaurant offering food and drinks via a small brick-and-mortar building and food trucks along with indoor and outdoor seating and "backyard type" recreation activities and games.

Consistency with Florida Statutes: With respect to the proposed annexation, Section 171.044, Florida Statutes (F.S.), grants municipalities the authority to annex contiguous, compact, non-circuitous territory so long as it does not create an enclave. The subject property is bordered on the north and south by the City's jurisdictional limits and, as such, is contiguous to the City, and the annexation does not create an enclave. Instead, the annexation furthers the City's efforts to reduce existing enclaves within the city limits.

Consistency with JPA Agreement: The property is located within the Ocoee-Orange County Joint Planning Area (JPA), and the proposed annexation and zoning classification are consistent with the terms of the JPA Agreement.

Consistency with Adopted Comprehensive Plan: The annexation is consistent with Future Land Use Element (FLUE) Policy 2.5, which requires the City to consider requests for voluntary annexation when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's Comprehensive Plan, the JPA Agreement, and the City's Annexation Policy. The proposed C-2 zoning classification is consistent with FLUE Policy 1.15, which stipulates that the City may assign an initial zoning after annexation in a manner that is consistent with both the Future Land Use Map and the JPA Agreement.

Transportation and Access: The site is currently accessed by West Road. The affected segment is West Road (which is an Orange County facility) from Ocoee Apopka Road to SR 429. The adopted level of service (LOS) standard is E, and the operating LOS is currently at D. Therefore, since the property already has a Commercial future land use designation on both the City's Future Land Use Map and the JPA Future Land Use Map, a traffic capacity analysis is not required at this time. However, a traffic operations analysis may be required at the time of site plan review to ensure safe operations near the intersection of West Road and Fountains West Boulevard.

Utilities: The property is served by Orange County Utilities for water and sewer; however, reclaimed water service will be provided by the City of Ocoee. Design and engineering of the reclaimed water will occur during site plan review.

Stormwater: Stormwater will be required to be provided on-site and will be evaluated at the time of site plan review.

Schools: Not applicable.

Public Safety: The nearest fire station is located within 1.5 miles, and fire emergency service is available in under five (5) minutes with a flow rate of 1,000 gallons per minute. The property is located within Police Patrol Zone 5, with a response time of four (4) minutes and 4 seconds. The nearest police station is 4.6 miles away, and the average non-emergency travel time is 11 minutes.

Recreation and Open Space: The property is located within the Wekiva Study Area but does not contain any unique features. The proposed use is commercial, and as such, recreation/open space is not required.

Please see the Annexation and Feasibility Analysis document for The Backyard attached for more details.

Issue:

Should the Honorable Mayor and City Commissioners approve the proposed ordinances for the Annexation and Rezoning from County A-1 (Citrus Rural District) to City C-2 (Community Commercial District) for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035?

Recommendations:

Development Review Committee (DRC) Recommendation

The DRC met on Tuesday, August 29, 2023, to review and consider the proposed Annexation and Rezoning. As no concerns or issues were raised, the DRC made a recommendation of approval of the proposed Annexation and Rezoning from County A-1 to City C-2 for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035.

Planning and Zoning Commission (PZC) Recommendation

The PZC met on Tuesday, September 12, 2023, to review and consider the proposed Annexation and Rezoning. Following discussions regarding buffering requirements for the east side where the property is adjacent to a residential lot, the PZC made a recommendation of approval of the proposed Annexation and Rezoning from County A-1 to City C-2 for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035.

Staff Recommendation

Staff recommends that the City Commission approve the proposed ordinances for the Annexation and Rezoning from County A-1 to City C-2 for the property located at 2214 West Road, assigned parcel ID number 06-22-28-0000-00-035.

Attachments:

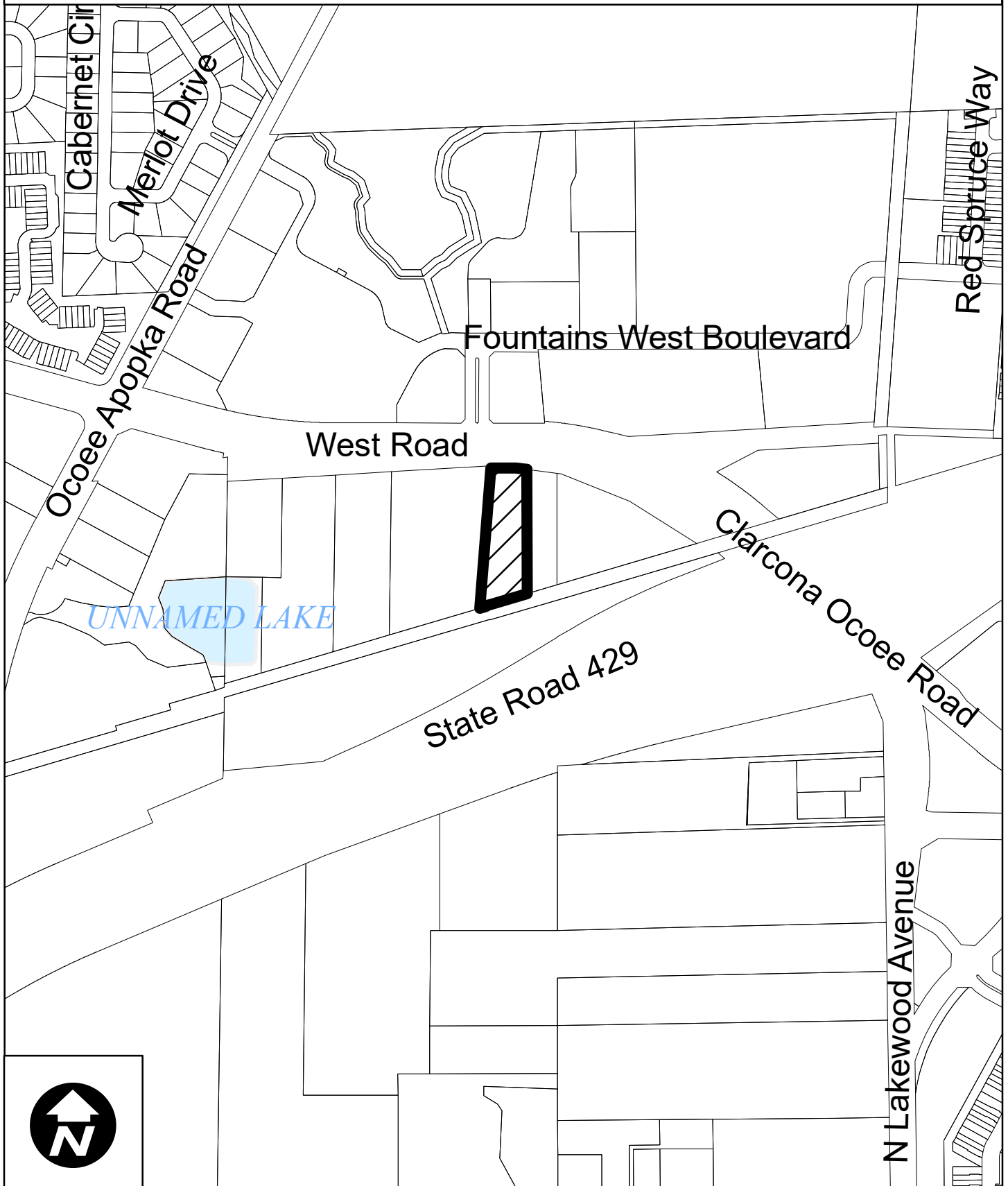
1. The Backyard Location Map
2. The Backyard Aerial Map
3. The Backyard Zoning Map
4. The Backyard FLU Map
5. Annexation and Rezoning Feasibility Report -The Backyard - 2214 West Rd Property
6. Annexation Ordinance - The Backyard 2214 West Rd
7. Rezoning Ordinance - The Backyard 2214 West Rd
8. Advertisement

Financial Impacts:

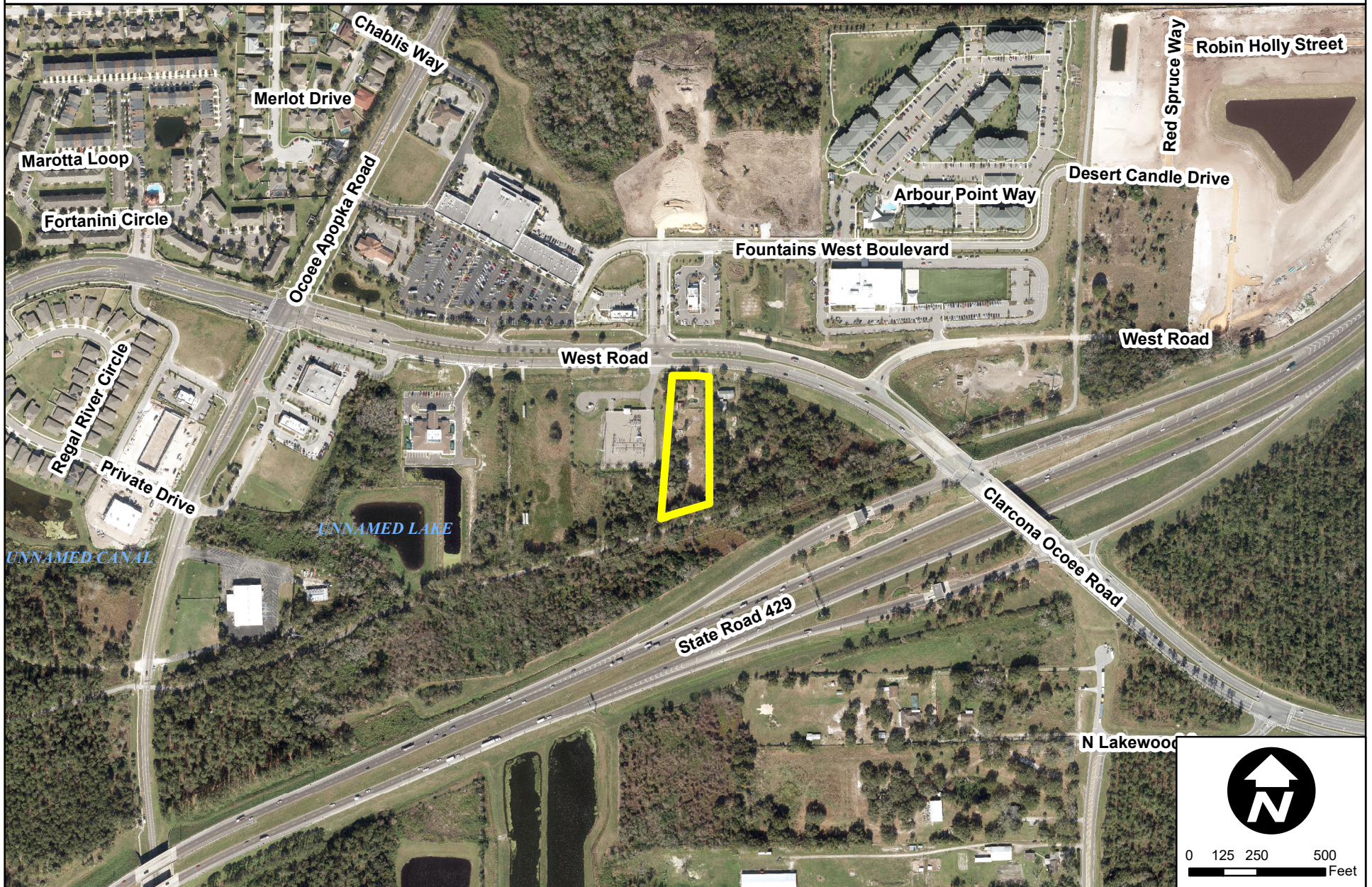
N/A

Type of Item: Second Reading Public Hearing

The Backyard - Annexation & Rezoning Location Map



The Backyard - Annexation & Rezoning Aerial Map



The Backyard - Annexation & Rezoning Surrounding Zoning Map



Development Services
Department

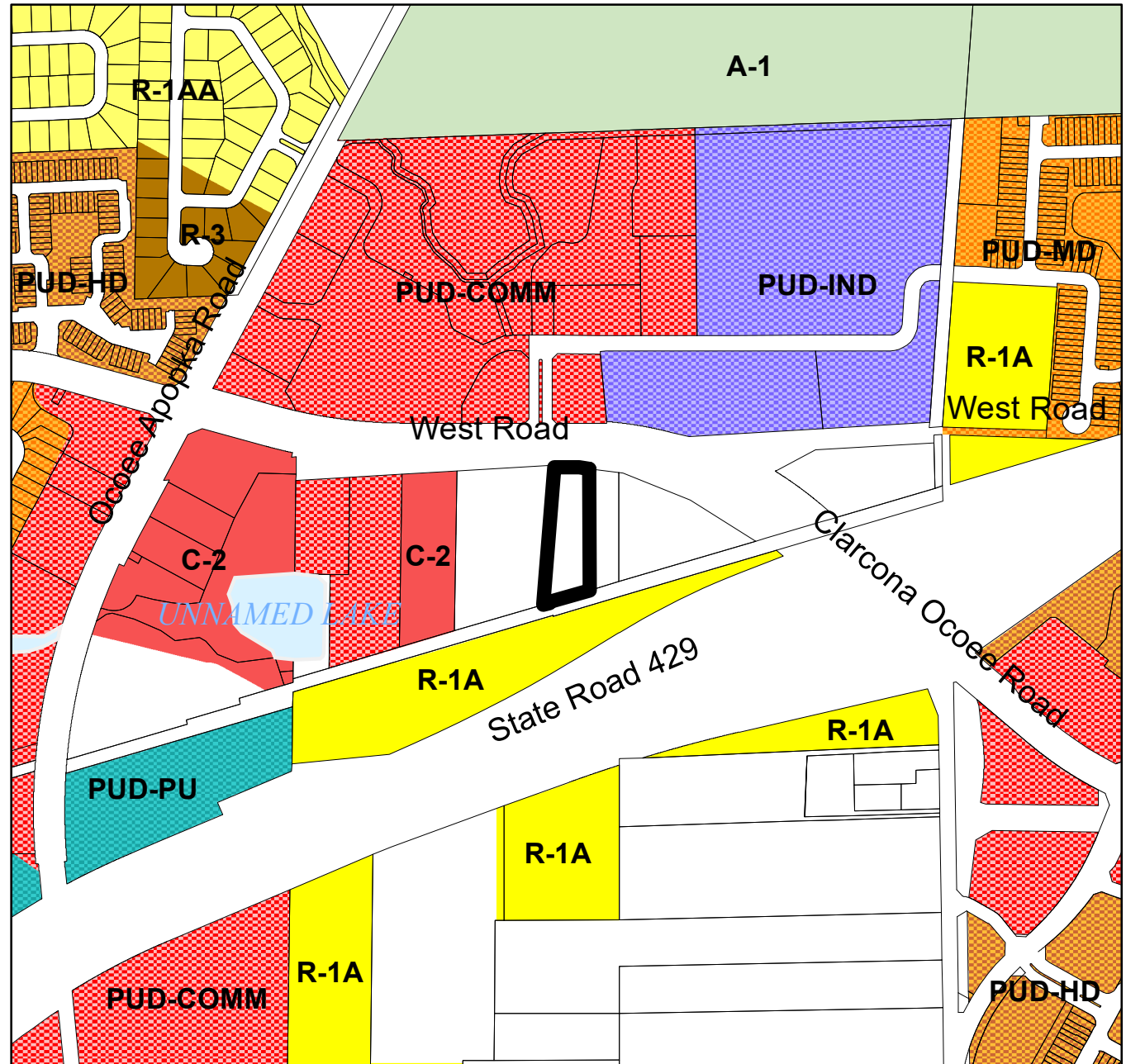
0 150 300 600
Feet

Created: August 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



The Backyard - Annexation & Rezoning Surrounding Future Land Use Map



Development Services
Department

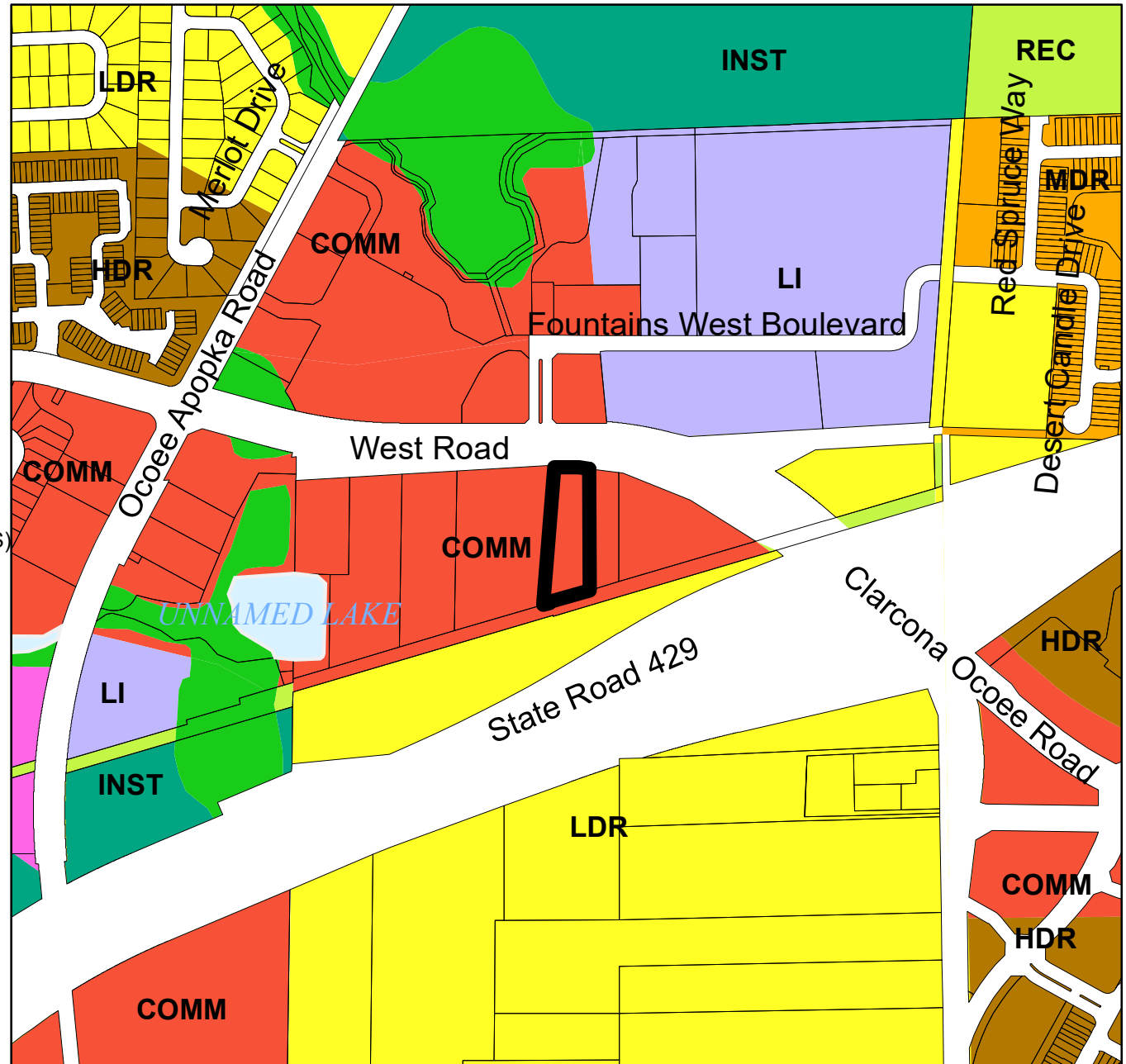
0 150 300 600
Feet

Created: August 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)



CITY OF OCOEE

ANNEXATION FEASIBILITY ANALYSIS

CASE NUMBER: AX-07-28-06 & RZ-23-07-06

APPLICANT NAME: JOSHUA HALPERIN, THE BACKYARD INC.

PROJECT NAME: THE BACKYARD – 2214 WEST ROAD

This form is used to evaluate annexation requests to determine the feasibility of providing urban services to individual properties. Each department's findings are summarized below.

I. PLANNING DEPARTMENT	Anoch Whitfield, Zoning Manager
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A. Applicant/Owner

1. Owner (if different from Applicant):	Carolyn Hovey Werst Revocable Trust (Represented by Jenny Lynn Childs, Successor Trustee)
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B. Property Location

1. General Location:	The property is generally located on the south side of West Road, beginning approximately 50 feet east of Fountains West Boulevard, next to a Duke Power Facility.
2. Parcel Identification Number:	06-22-28-0000-00-035
3. Street Addresses:	2214 West Road
4. Size and Number of Parcels:	1.77 acres (1 parcel)

C. Use Characteristics

1. Existing Use:	Generally wooded with a single-family dwelling near West Road
2. Proposed use:	Food truck park for dining with small restaurant/café
3. Density / Intensity:	
4. Projected Population:	N/A

D. Zoning and Land Use

1. Orange County Future Land Use:	
2. Orange County Zoning:	A-1
3. Existing Ocoee Future Land Use:	Commercial per Comp Plan FLUM and JPA FLUM
4. Proposed Ocoee Zoning:	C-2

E. Consistency

1. Joint Planning Area:	Yes
2. Comprehensive Plan:	Yes

II. FIRE DEPARTMENT

1. Estimated Response Time:	Under 5 minutes
2. Distance to Property:	1.5 miles
3. Fire Flow Requirements:	1,000 gallons per minute

III. POLICE DEPARTMENT

1. Police Patrol Zone / Grid / Area:	5
2. Estimated Response Time:	4 minutes and 4 seconds
3. Distance to Property:	4.6 miles
3. Average Travel Time	11 mins

IV. ECONOMIC VALUE		Anoch Whitfield, Zoning Manager
1. Property Appraiser Market Value:	\$72,277 (as single-family detached dwelling in County)	
2. Property Appraiser Taxable Value	\$46,179 (as single-family detached dwelling in County)	
3. Estimated City Ad Valorem Taxes:	TBD	
4. Anticipated Licenses & Permits:	TBD	
5. Potential Impact Fees:	TBD	
6. Total Project Revenues:	TBD	

V. PUBLIC WORKS DEPARTMENT	
1. Within the 100-year Flood Plain:	

VI. UTILITIES		Jennifer Bolling, Engineering Manager
A. Potable Water		
1. In Ocoee Service Area:	No, potable water service. Yes, reclaimed water service	
2. City Capable of Serving Area:		
3. Extension Needed:		
4. Location and Size of Nearest Water Main:		

B. Sanitary Sewer	
1. In Ocoee Service Area:	No
2. City Capable of Serving Area:	
3. Extension Needed:	
4. Location and Size of Nearest Force Main:	
5. Annexation Agreement Needed:	

C. Other	
1. Utility Easement Needed:	
2. Private Lift Station Needed:	
3. Well Protection Area Needed:	

VII. TRANSPORTATION		Anoch Whitfield, Zoning Manager
1. Paved Access:	Yes – West Road	
2. ROW Dedication:	No	
3. Traffic Study:	No	
4. Traffic Analysis Zone:		

VIII. PRELIMINARY CONCURRENCY EVALUATION	
---	--

A. Transportation:	
B. Parks / Recreation:	
C. Water / Sewer:	
D. Stormwater:	
E. Solid Waste:	
F. Impact Fees:	

IX. SITE SPECIFIC ISSUES

All Departments

X. CONSISTENCY WITH STATE ANNEXATION REGULATIONS

Anoch Whitfield, Zoning Manager

ORDINANCE NO. 2023-19
(Annexation Ordinance for The Backyard
– 2214 West Road)

TAX PARCEL ID: 06-22-28-0000-00-035

CASE NO. AX-07-28-06: The Backyard – 2214 West Road Annexation

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 2214 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATING OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 171.044, Florida Statutes, the owner of certain real properties located in unincorporated Orange County, Florida, as hereinafter described, has petitioned the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to annex approximately 1.513 acres of property, as more particularly described in **Exhibit “A”** attached hereto, into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, the Ocoee City Commission has determined that said petition bears the signatures and authorization of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida; and

WHEREAS, notice of the proposed annexation has been published pursuant to the requirements of Section 171.044(2), Florida Statutes, and Section 5-9(E) of Article V of the Land Development Code of the City of Ocoee (the “Code”); and

WHEREAS, on September 12, 2023, the Planning and Zoning Commission of the City of Ocoee, Florida, reviewed the proposed annexation and found it to be consistent with the Ocoee Comprehensive Plan, to comply with all applicable requirements of the Ocoee City Code, and to be in the best interest of the City of Ocoee and has recommended to the Ocoee City Commission that it approve said annexation petition; and

WHEREAS, the Ocoee City Commission has the authority, pursuant to Section 171.044, Florida Statutes, to annex said real property into its corporate limits upon petition of the owners of said real property; and

WHEREAS, the Ocoee City Commission is desirous of annexing and redefining the boundary lines of the City of Ocoee, Florida, to include said real property.

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

Section 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapters 166 and 171, Florida Statutes, and Section C-7 of Article 1 of the Charter of the City of Ocoee, Florida.

Section 2. PETITION. The Ocoee City Commission hereby finds that the petition to annex certain lands, as hereinafter described, into the corporate limits of the City of Ocoee, Florida, bears the signatures and authorizations of all owners of the real property proposed to be annexed into the corporate limits of the City of Ocoee, Florida.

Section 3. ANNEXATION. The following described real property located in unincorporated Orange County, Florida, is hereby annexed into the corporate limits of the City of Ocoee, Florida:

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Section 4. MAP. A map of said land herein described which clearly shows the annexed area is attached hereto as **EXHIBIT “B”** and by this reference is made a part hereof.

Section 5. CONSISTENCY FINDING. The Ocoee City Commission hereby finds that the annexation of said land herein described is consistent with the Ocoee Comprehensive Plan, as amended, and meets all of the requirements for annexation set forth in the Ocoee Comprehensive Plan, and the Ocoee City Code.

Section 6. CORPORATE LIMITS. The corporate territorial limits of the City of Ocoee, Florida, are hereby redefined to include said land herein described and annexed.

Section 7. OFFICIAL MAPS. The City Clerk is hereby authorized to update and supplement official City maps of the City of Ocoee, Florida, to include said land herein described and annexed.

Section 8. LIABILITY. The land herein described and future inhabitants of said land herein described shall be liable for all debts and obligations and be subject to all species of taxation, laws, ordinances, and regulations of the City of Ocoee, Florida, and be entitled to the same privileges and benefits as other areas of the City of Ocoee, Florida.

Section 9. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

Section 10. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

Section 11. EFFECTIVE DATE. This Ordinance shall become effective upon passage and adoption. Thereafter, the City Clerk is hereby directed to file a certified copy of this Ordinance with the Clerk of the Circuit Court for Orange County, Florida, the Chief Administrative Officer of Orange County, Florida, and with the Florida Department of State within seven (7) days from the effective date.

PASSED AND ADOPTED this ____ day of _____, 2023.

APPROVED:

ATTEST:

CITY OF OCOEE, FLORIDA

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA APPROVED AS
TO FORM AND LEGALITY THIS ____ DAY
OF _____, 2023

FISHBACK DOMINICK

By: _____
City Attorney

ADVERTISED _____ AND _____
READ FIRST TIME _____, 2023
READ SECOND TIME AND ADOPTED
_____, 2023, UNDER AGENDA
ITEM NO. ____

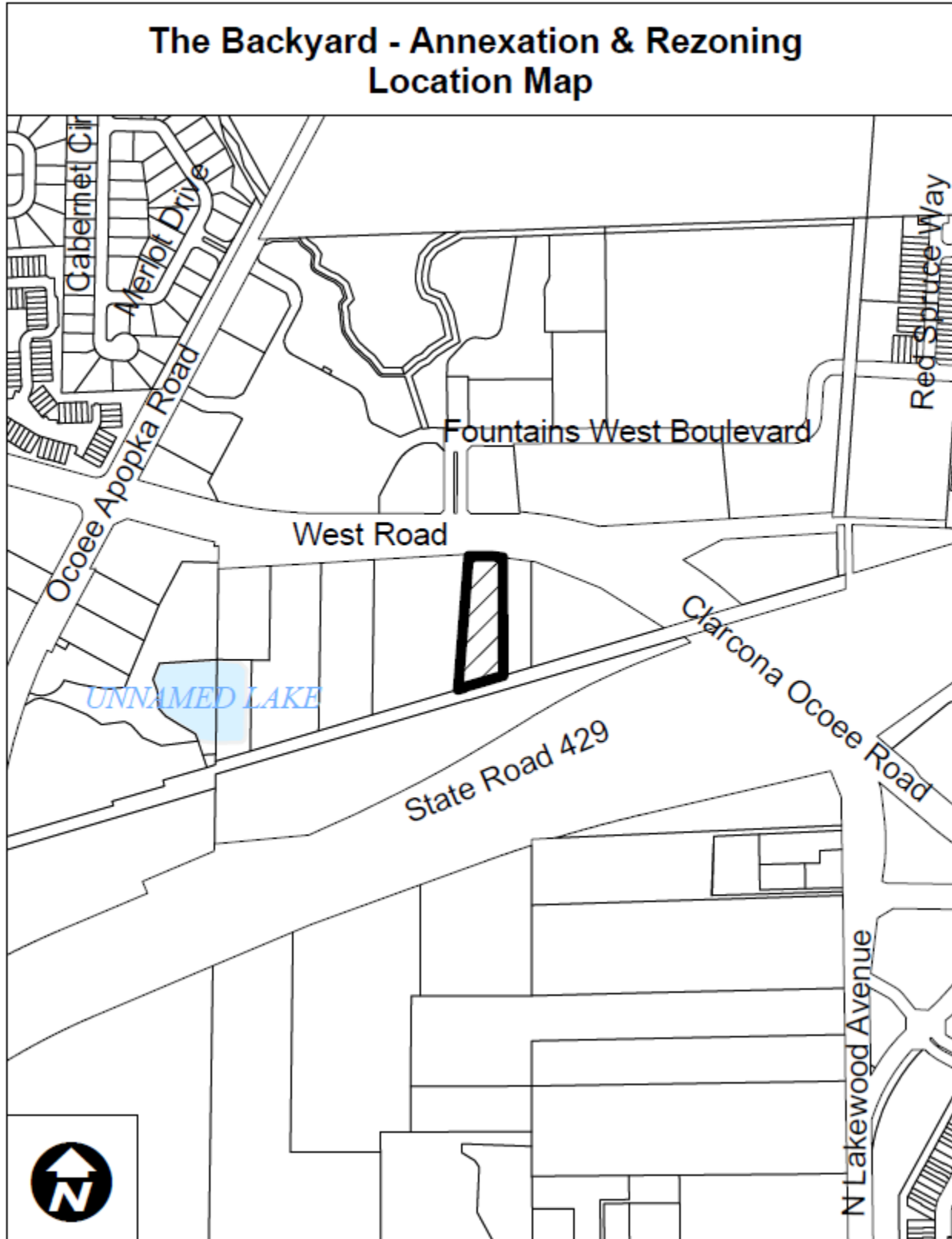
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 06-22-28-0000-00-035

BEG 113 FT W OF NE COR OF NW1/4 OF SE1/4 RUN W 120 FT S 570 FT TO RR E 120 FT N TO POB (LESS R/W ON N) & (LESS PT TAKEN ON N FOR R/W PER 6897/2238 03-CA-1742) & BEG NE COR OF NW1/4 OF SE1/4 TH W 230 FT S 570 FT M/L TO RR R/W W 45 FT NELY TO PT 15 FT W OF POB TH E 15 FT TO POB SEE 4969/3955

EXHIBIT "B"



**ORDINANCE NO. 2023-
(Rezoning Ordinance for The Backyard
– 2214 West Road)**

TAX PARCEL ID: 06-22-28-0000-00-035

CASE NO. RZ-23-07-06: The Backyard – 2214 West Road

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 221 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; PREVAILING IN THE EVENT OF ANY INCONSISTENCY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner (the “Applicant”) of certain real property located within the corporate limits of the City of Ocoee, Florida, as hereinafter described, has submitted an application to the City Commission of the City of Ocoee, Florida (the “Ocoee City Commission”) to rezone said real property (the “Rezoning”); and

WHEREAS, the Applicant seeks to rezone certain real property containing approximately 1.513 acres, more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof, from Orange County A-1 to City of Ocoee C-2; and

WHEREAS, pursuant to Section 5-9(B) of Article V of the Land Development Code of the City of Ocoee, Florida (the “Ocoee City Code”), the City Development Services Director has reviewed said Rezoning application and determined that the Rezoning is consistent with the City of Ocoee Comprehensive Plan as set forth in Ordinance No. 91-28, adopted September 18, 1991, as amended (the “Ocoee Comprehensive Plan”); and

WHEREAS, said Rezoning application was scheduled for review and recommendation by the Planning and Zoning Commission of the City of Ocoee, Florida (the “Planning and Zoning Commission”), acting as the Local Planning Agency; and

WHEREAS, on September 12, 2023, the Planning and Zoning Commission held a public hearing and reviewed said Rezoning application for consistency with the Ocoee Comprehensive Plan and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan and is in the best interest of the City, and recommended to the Ocoee City Commission that the zoning classification of said real property be rezoned as requested by the Applicant and that the Ocoee

City Commission find that the Rezoning requested by the Applicant to be consistent with the Ocoee Comprehensive Plan; and

WHEREAS, on October 17, 2023, the Ocoee City Commission held a de novo advertised public hearing with respect to the proposed Rezoning of said real property and determined that the Rezoning is consistent with the Ocoee Comprehensive Plan; and

WHEREAS, this Ordinance has been considered by the Ocoee City Commission in accordance with the procedures set forth in Section 166.041(3)(a), Florida Statutes.

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

SECTION 1. AUTHORITY. The Ocoee City Commission has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapters 163 and 166, Florida Statutes.

SECTION 2. REZONING. The zoning classification, as defined in the Ocoee City Code, of the Property described in **Exhibit “A”** containing approximately 1.513 acres located within the corporate limits of the City of Ocoee, Florida, is hereby changed from Orange County A-1 to City of Ocoee C-2. A map of said land herein described which clearly shows the area of the Rezoning is attached hereto as **Exhibit “B”** and by this reference is made a part hereof.

SECTION 3. COMPREHENSIVE PLAN. The Ocoee City Commission hereby finds the Rezoning of the land described in this Ordinance to be consistent with the Ocoee Comprehensive Plan.

SECTION 4. ZONING MAP. The City Clerk is hereby authorized and directed to revise the Official Zoning Map of the City of Ocoee in order to incorporate the Rezoning enacted by this Ordinance, and the Mayor and City Clerk are hereby authorized to execute said revised Official Zoning Map in accordance with the provisions of Section 5-1(G) of Article V of the Ocoee City Code.

SECTION 5. CONFLICTING ORDINANCES. This ordinance prevails in the event of any inconsistency with all ordinances or parts of ordinances in conflict herewith.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2023.

ATTEST:

**APPROVED:
CITY OF OCOEE, FLORIDA**

Melanie Sibbitt, City Clerk

Rusty Johnson, Mayor

(SEAL)

ADVERTISED _____, 2023
READ FIRST TIME _____, 2022.
READ SECOND TIME AND ADOPTED
_____, 2023.
UNDER AGENDA ITEM NO. _____

**FOR USE AND RELIANCE ONLY BY THE
CITY OF OCOEE, FLORIDA; APPROVED AS
TO FORM AND LEGALITY**

this _____ day of _____, 2023.

FISHBACK DOMINICK

By: _____
City Attorney

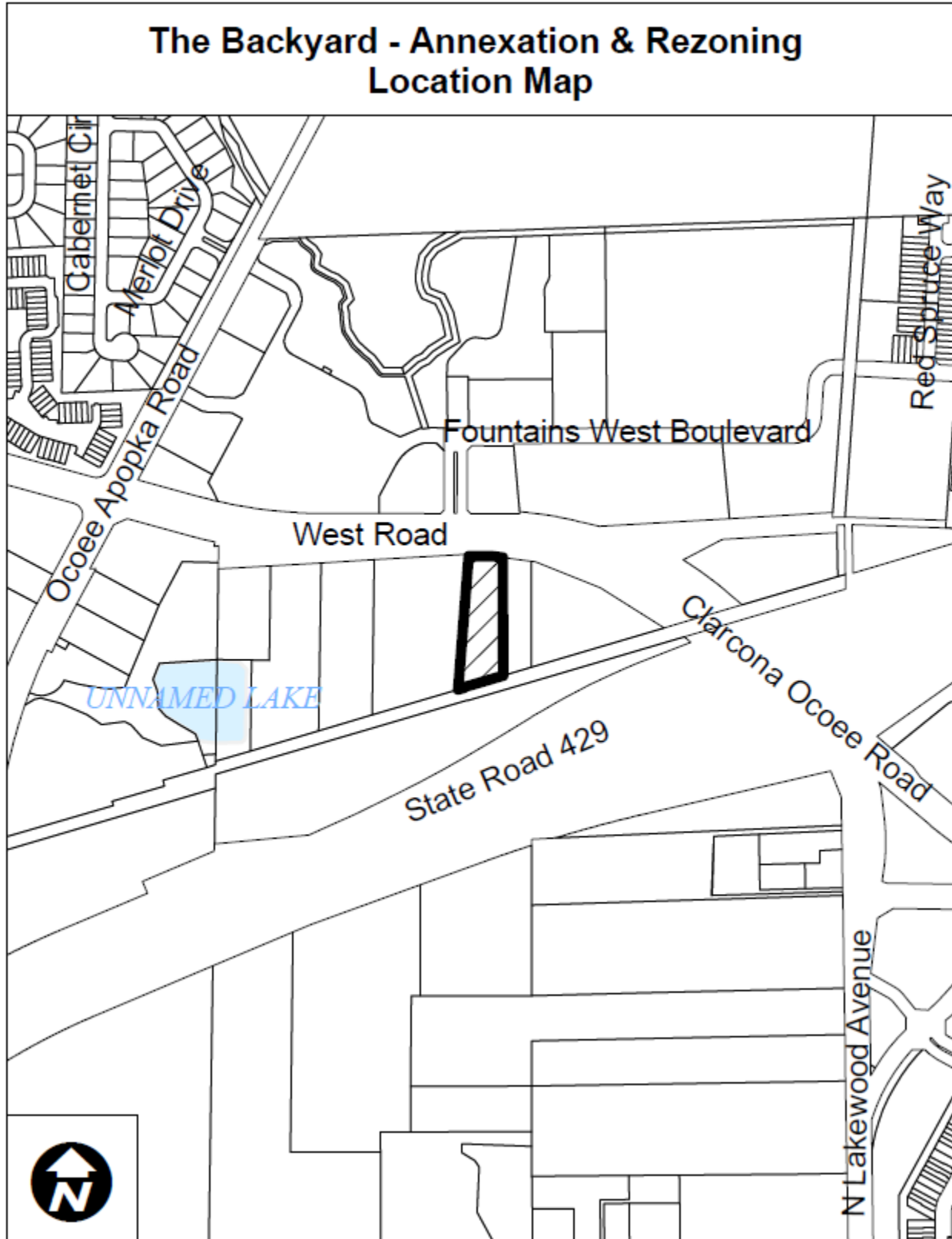
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ID NO.: 06-22-28-0000-00-035

BEG 113 FT W OF NE COR OF NW1/4 OF SE1/4 RUN W 120 FT S 570 FT TO RR E 120 FT N TO POB (LESS R/W ON N) & (LESS PT TAKEN ON N FOR R/W PER 6897/2238 03-CA-1742) & BEG NE COR OF NW1/4 OF SE1/4 TH W 230 FT S 570 FT M/L TO RR R/W W 45 FT NELY TO PT 15 FT W OF POB TH E 15 FT TO POB SEE 4969/3955

EXHIBIT "B"



CITY OF OCOEE

**NOTICE OF PUBLIC HEARING TO CONSIDER THE
ANNEXATION FOR THE BACKYARD – 2214 WEST ROAD PROPERTY
CASE NUMBER: AX-07-28-06**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Section 1-10A(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, NOVEMBER 7, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Annexation for the The Backyard – 2214 West Road. The property is assigned Parcel ID # 06-22-28-0000-00-035 and consists of approximately 1.513 acres. The property is located on the south side of West Road, beginning approximately 50 feet from Fountains West Boulevard. The property is currently developed with a single family residential dwelling. The applicant proposes to develop an indoor/outdoor restaurant use.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested annexation is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request is approved, the annexation would incorporate the property into the City of Ocoee.

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, ANNEXING INTO THE CORPORATE LIMITS OF THE CITY OF OCOEE, FLORIDA, CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 2214 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SAID ANNEXATION TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN, THE OCOEE CITY CODE AND THE JOINT PLANNING AREA AGREEMENT; PROVIDING FOR AND AUTHORIZING THE UPDATING OF OFFICIAL CITY MAPS; PROVIDING DIRECTION TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

Oct. 26; Nov. 2, 2023

23-04125W

CITY OF OCOEE

**NOTICE OF PUBLIC HEARING TO CONSIDER THE
REZONING FOR THE BACKYARD – 2214 WEST ROAD PROPERTY
FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT)
TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT)
CASE NUMBER: RZ-23-07-06**

NOTICE IS HEREBY GIVEN, pursuant to Article I, Sections 1-9 and 1-10A(1), and Article V, Section 5-9, of the City of Ocoee Land Development Code that on **TUESDAY, NOVEMBER 7, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers located at 1 North Bluford Avenue, Ocoee, Florida, to consider the Rezoning for the The Backyard – 2214 West Road Property. The property is assigned Parcel ID # 06-22-28-0000-00-035 and consists of approximately 1.513 acres. The property is located on the south side of West Road, beginning approximately 50 feet from Fountains West Boulevard. The property is currently developed with a single family residential dwelling.

Pursuant to Article V, Section 5-9B, of the Land Development Code, the Planning Director has determined that the subject property is within the Ocoee-Orange County Joint Planning Area (JPA) and that the requested rezoning is consistent with the Ocoee-Orange County JPA Land Use Map and the Ocoee Comprehensive Plan. If the applicant's request is approved, the subject property will be rezoned from Orange County A-1 (Citrus Rural District) to City of Ocoee C-2 (Community Commercial District).

ORDINANCE NO. 2023-19

AN ORDINANCE OF THE CITY OF OCOEE, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY OF OCOEE C-2 (COMMUNITY COMMERCIAL DISTRICT) ON CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.513 ACRES LOCATED AT 2214 WEST ROAD, GENERALLY ON THE SOUTH SIDE OF WEST ROAD, BEGINNING APPROXIMATELY 50 FEET EAST OF FOUNTAINS WEST BOULEVARD; FINDING SUCH ZONING TO BE CONSISTENT WITH THE OCOEE COMPREHENSIVE PLAN; PROVIDING FOR AND AUTHORIZING THE REVISION OF THE OFFICIAL CITY ZONING MAP; REPEALING INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays. The City Commission may continue the public hearing to other dates and times, as it deems necessary. Any interested party shall be advised of the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearing. No further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made at the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 903-2195.

October 26, 2023

STAFF REPORT

Meeting Date: November 7, 2023
Item #: 18

Contact Name: Michael Rumer
Contact Number: Ext. 1018

Department Director: Michael Rumer
City Manager: Robert Frank

Subject: 606 Ocoee Apopka Road - Sports Training Facility Large Scale Preliminary Site Plan - LS-2023-007. (Development Services Director Rumer)

Background Summary: The subject property is zoned I-1 (Light Industrial) and has a Light Industrial Future Land Use Map designation. It is located on the west side of Ocoee Apopka Road, approximately 1,950 feet north of the intersection of Palm Drive and Ocoee Apopka Road. The property address is 606 Ocoee Apopka Road and consists of approximately 5.185 acres of undeveloped land. The table below lists the future land use designations, zoning classifications, and existing land uses of the surrounding parcels.

Direction	Future Land Use	Zoning Classification	Existing Land Use
North	Light Industrial	I-1	Industrial / Heavy Industrial
South	Light Industrial	I-1	Future 429 Business Center East
East	Low Density Residential	County A-1	Plant Nursery
West	Low Density Residential	County R-1A	Vacant

The subject property is also located within the SR 429 Overlay District Business Center Character Area and complies with the intent of the Overlay. The 606 Ocoee Apopka Sports Training Center is a proposed 52,800 SF one-story building that will be utilized as a commercial recreation facility providing athletic training. The building will be constructed as a grade height tilt wall building (see architectural renderings) with an adjacent 240x180 turf area providing the opportunity to provide multiple training opportunities at one location. The plan will provide for 192 parking spaces and a stormwater retention pond will be located on the west side of the parcel.

The site will be accessed via a new east-west road along the south side of the subject property. The road is being developed by the project on the south side (429 Business Center East & West) which will connect to Ocoee Apopka Road. Stormwater will be provided on-site at the rear of the property adjacent to the existing ditch. Buffering is being provided from the 100-year flood elevation line which is located within the ditch. Water will be provided by an existing water main and a new sewer force main will be run to the property by the development on the south side.

In terms of traffic, as part of the Business Character Area Overlay, the City has negotiated with Orange County in the most recent 2019 Joint Planning Area Agreement to cooperate in efforts to facilitate improvements of

Ocoee Apopka Road to a Complete Streets Road Design and widening. The Complete Streets design calls for improvements such as a 12-foot-wide trail along the west side of Ocoee Apopka Road. This project will construct the 12 foot section of trail.

A Development Agreement is currently being finalized by the city's Attorney, Staff and the Developer and will be brought back for consideration by the City Commission at an upcoming date.

Issue:

Should the Honorable Mayor and City Commission approve a proposed Large-Scale Preliminary Site Plan for the 606 Ocoee Apopka Road Sports Training Facility located at 606 Ocoee Apopka Road?

Recommendations: Development Review Recommendation:

On August 29, 2023, the DRC met to determine if the proposed Preliminary Site Plan for the 606 Ocoee Apopka Road Sports Training Facility was consistent with the City's regulations and intent for the character area. The Development Review Committee voted to recommend approval of the project subject to the following condition:

- The Final Site Plan approval and Site Permit issuance is predicated on the development to the south, bringing the sewer to the property, and constructing the new east / west road, which is the site's only access. If such infrastructure is not in place or revisions are made, the Final Site plan and Site permit will be affected by this project.

Planning and Zoning Commission Recommendation:

On October 10, 2023, the Planning and Zoning Commission met to determine if the proposed Preliminary Site Plan for the 606 Ocoee Apopka Road Sports Training Facility was consistent with the City's regulations and intent for the character area. The Development Review Committee voted to recommend approval of the project subject to the following condition:

- The Final Site Plan approval and Site Permit issuance is predicated on the development to the south, bringing the sewer to the property, and constructing the new east / west road, which is the site's only access. If such infrastructure is not in place or revisions are made, the Final Site plan and Site permit will be affected by this project.

Staff Recommendation:

Staff recommends the Honorable Mayor and City Commission approve the proposed Large-Scale Preliminary Site Plan for the 606 Ocoee Apopka Road Sports Training Facility, subject to the following condition:

- A Development Agreement will be brought forth that will incorporate a requirement that the Final Site Plan approval and Site Permit issuance is predicated on the development to the south, bringing the sewer to the property, and constructing the new east / west road, which is the site's only access. If such infrastructure is not in place or revisions are made, the Final Site plan and Site permit will be affected by this project.

Attachments:

1. REVISED Preliminary Site Plan
2. Preliminary Site Plan 09-12-2023 Planning & Zoning Commission
3. Location Map
4. 606 Ocoee Apopka Road_Aerial
5. 606 Ocoee Apopka Road Zoning Map
6. 606 Ocoee Apopka Ave_FLU

7. Bldg Rendering East
8. Bldg Rendering Main Entrance
9. Bldg Rendering Southeast
10. Preliminary Landscape Plan
11. Advertisement

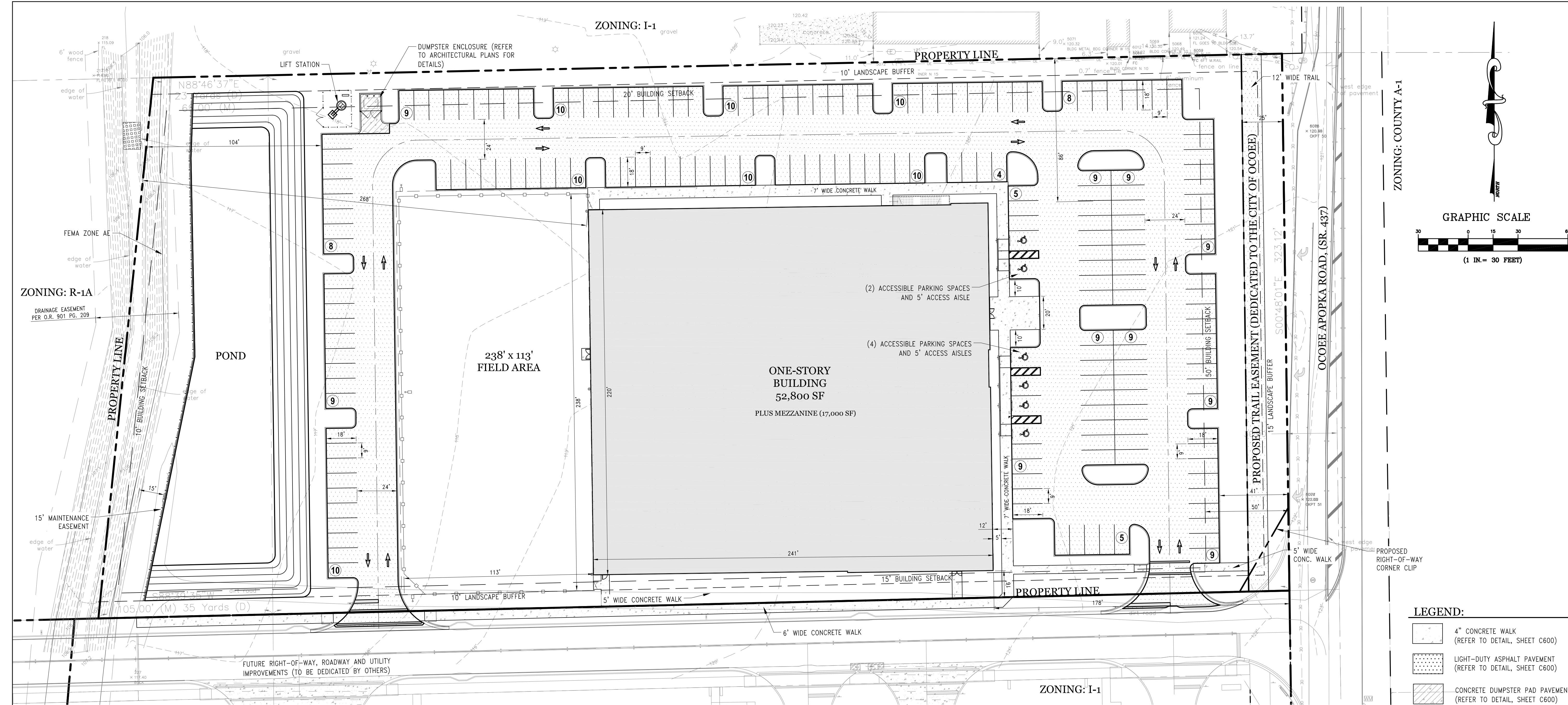
Financial Impacts:

N/A

Type of Item: Public Hearing

File Location : P:\Land Projects 2023\23ROMA001 - 606 Sports Training\dwg\Alternate Concept\

Filename : C100-SITE-23ROMA001.dwg Plot Date : Sep. 15, 2023 10:44am



Selby G. Weeks 56991

606 SPORTS TRAINING

606 OCOEE APOPKA ROAD, OCOEE, FLORIDA

SITE PLAN

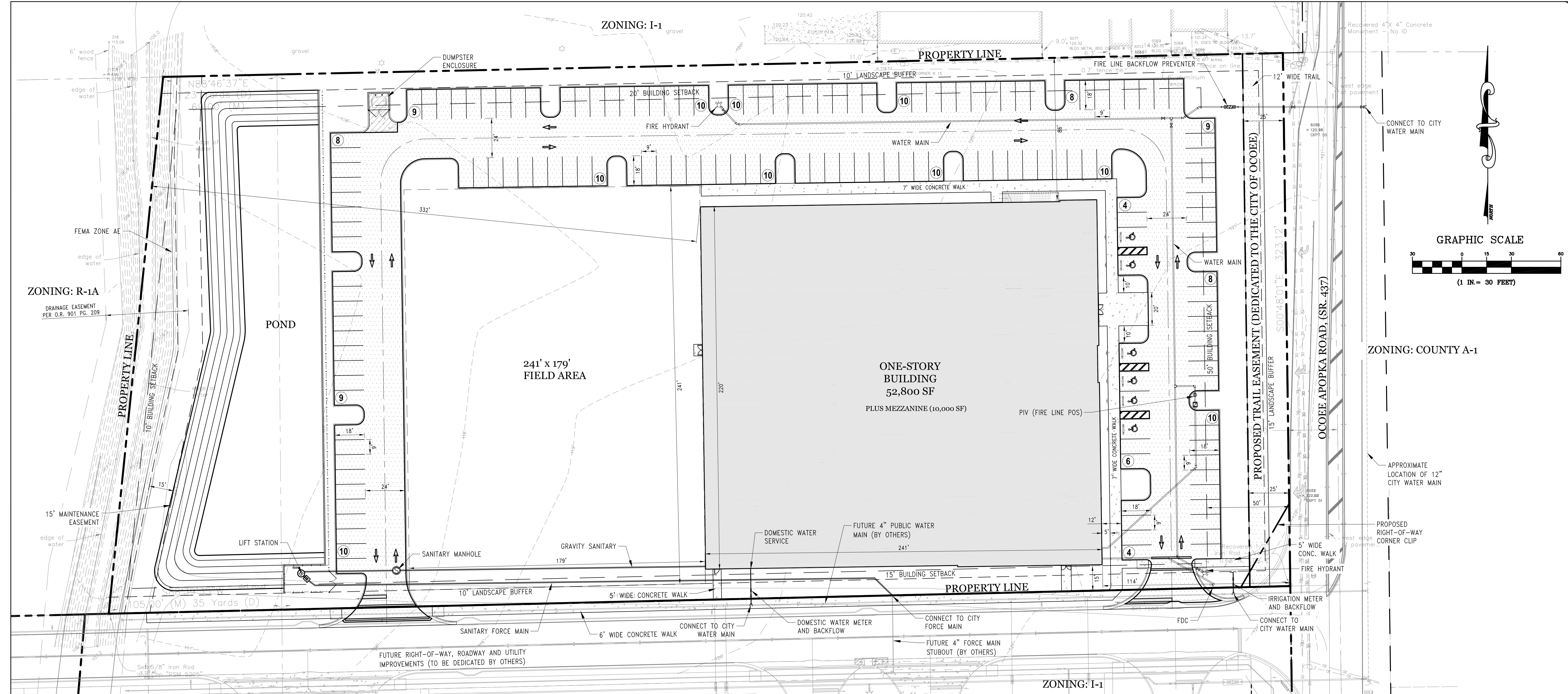
revision	description	date
△	Field Fence and Lighting	09.12.23
△		
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△		
△		
△		

drawn by: CC
checked by: SW
date: 07.19.23
plot scale: AS SHOWN
project number: 23ROMA001
file name: C100-SITE-23ROMA001.DWG

C100

File Location : S:\Projects\Land Projects 2023\23ROMA001 - 606 Sports Training\Map

Filename : C100-SITE-23ROMA001-PSP.dwg Plot Date : Jul. 20, 2023 4:41pm



APPLICANT CONTACT INFORMATION

MATT IMMERFALL
VICTOR'S MARCH, LLC
50 FOREST STREET
WINDERMERE, FL 34786
PHONE: 407-920-9236
EMAIL: MATTHEWIMMERFALL@GMAIL.COM

PROPERTY INFORMATION

ADDRESS: 606 OCOEE APOPKA ROAD, OCOEE, FL 34761
PARCEL ID: 18-22-28-0000-00-001
SITE AREA: 225,956 SF / 5.19 AC

ZONING

SUBJECT SITE: I-1
NORTH: I-1
SOUTH: I-1
EAST: COUNTY A-1
WEST: R-1A

BUILDING SETBACKS:

YARD (IDENTIFICATION)	BUILDING SETBACK REQUIRED	BUILDING SETBACK PROVIDED
FRONT (EAST) OCOEE APOPKA RD.-	50'	114'
REAR (WEST) -	10'	332'
SIDE (NORTH) -	20'	86'
SIDE (SOUTH) 429 BUSINESS CTR. -	15'	15'

BUILDING INFORMATION

MAXIMUM PERMITTED BUILDING COVERAGE: 30%
PROPOSED BUILDING COVERAGE: 62,800 / 225,206 = 28%*

MAXIMUM PERMITTED BUILDING HEIGHT: COMMERCIAL: FIVE-STORY
INDUSTRIAL: TWO-STORY

PROPOSED BUILDING HEIGHT: ONE-STORY WITH MEZZANINE

*PROPOSED BUILDING COVERAGE IS BASED ON THE SITE AREA PRIOR TO RIGHT-OF-WAY DEDICATION.

UTILITY NOTE:

FINAL WATER MAIN LAYOUT TO BE DETERMINED DURING FINAL SITE PLAN REVIEW.

PAVING LEGEND:

	CONCRETE WALK		CONCRETE PAVEMENT
	ASPHALT PAVEMENT SECTION		

PROJECT BENCHMARK

SOURCE: BOUNDARY & TOPOGRAPHIC SURVEY OF 606 OCOEE APOPKA ROAD, OCOEE, FLORIDA, SECTION 18, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AS PREPARED BY BENCHMARK SURVEYING & MAPPING, LLC, MARCH 2, 2020.

THE ELEVATIONS SHOWN HEREON ARE BASED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK, AND ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

FLOODPLAIN NOTE

SUBJECT PROPERTY LIES WITHIN ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND ZONE AE, AND AREA WHERE BASE FLOOD ELEVATIONS ARE DETERMINED (114') ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NUMBER 12095C0210H, DATED SEPTEMBER 24, 2021.

SOILS

WABASSO FINE SAND
ZOLFO FINE SAND
SMYRNA FINE SAND

AREA CALCULATIONS:

MAXIMUM PERMITTED IMPERVIOUS SURFACE: 70%
PROPOSED IMPERVIOUS SURFACE: 51%¹

	SF	AC	%
PROPOSED PERVIOUS AREA :	111,580	2.56	49.4 ²
PROPOSED IMPERVIOUS AREA:	114,376	2.63	50.6
TOTAL AREA:	225,956	5.19	100.0

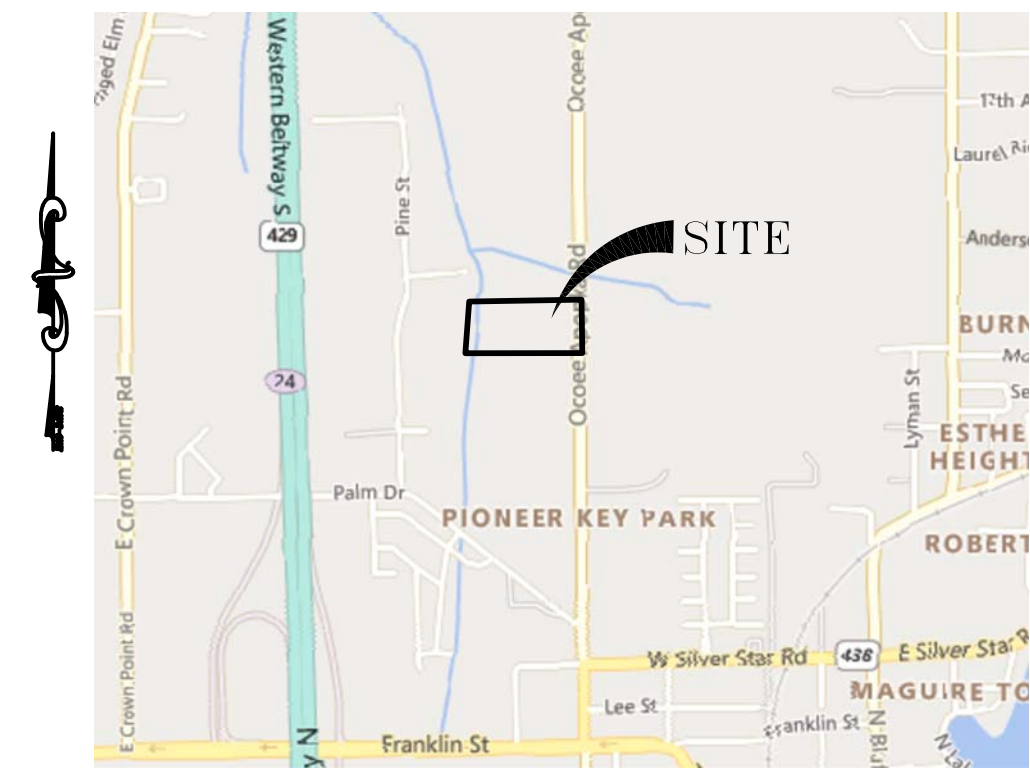
¹ PROPOSED IMPERVIOUS SURFACE PERCENTAGE IS BASED ON THE SITE AREA PRIOR TO RIGHT-OF-WAY DEDICATIONS.

² 274 SF (0.01 AC) OF PERVIOUS AREA IS CONTAINED WITHIN THE RIGHT-OF-WAY DEDICATION.

PARKING COUNT:

PROPOSED STANDARD SPACES: 149
PROPOSED ACCESSIBLE SPACES: 6
TOTAL PROPOSED SPACES: 155

LOCATION MAP



NOT TO SCALE

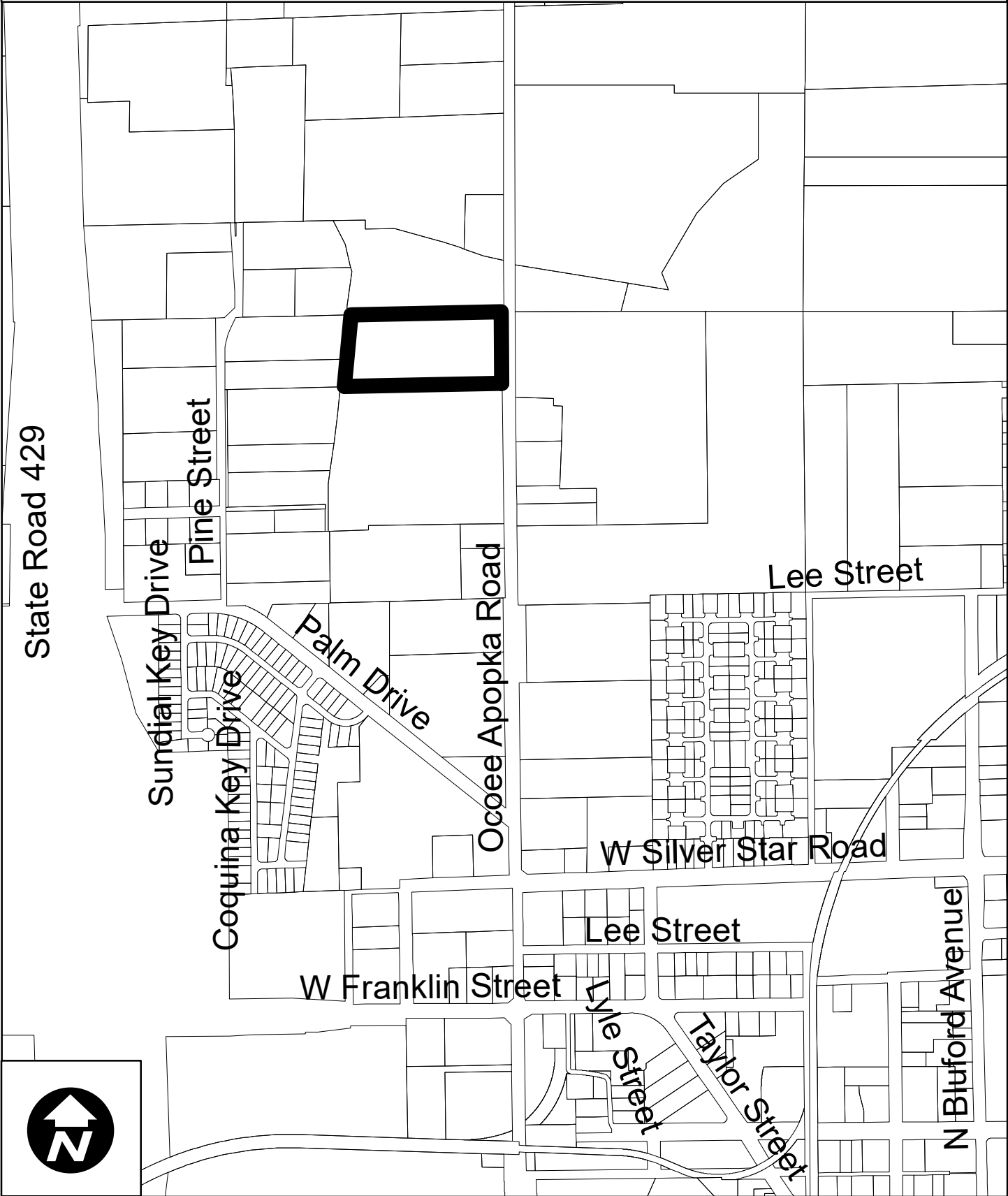
606 SPORTS TRAINING 606 OCOEE APOPKA ROAD, OCOEE, FLORIDA LARGE SCALE PRELIMINARY SITE PLAN

revision description date

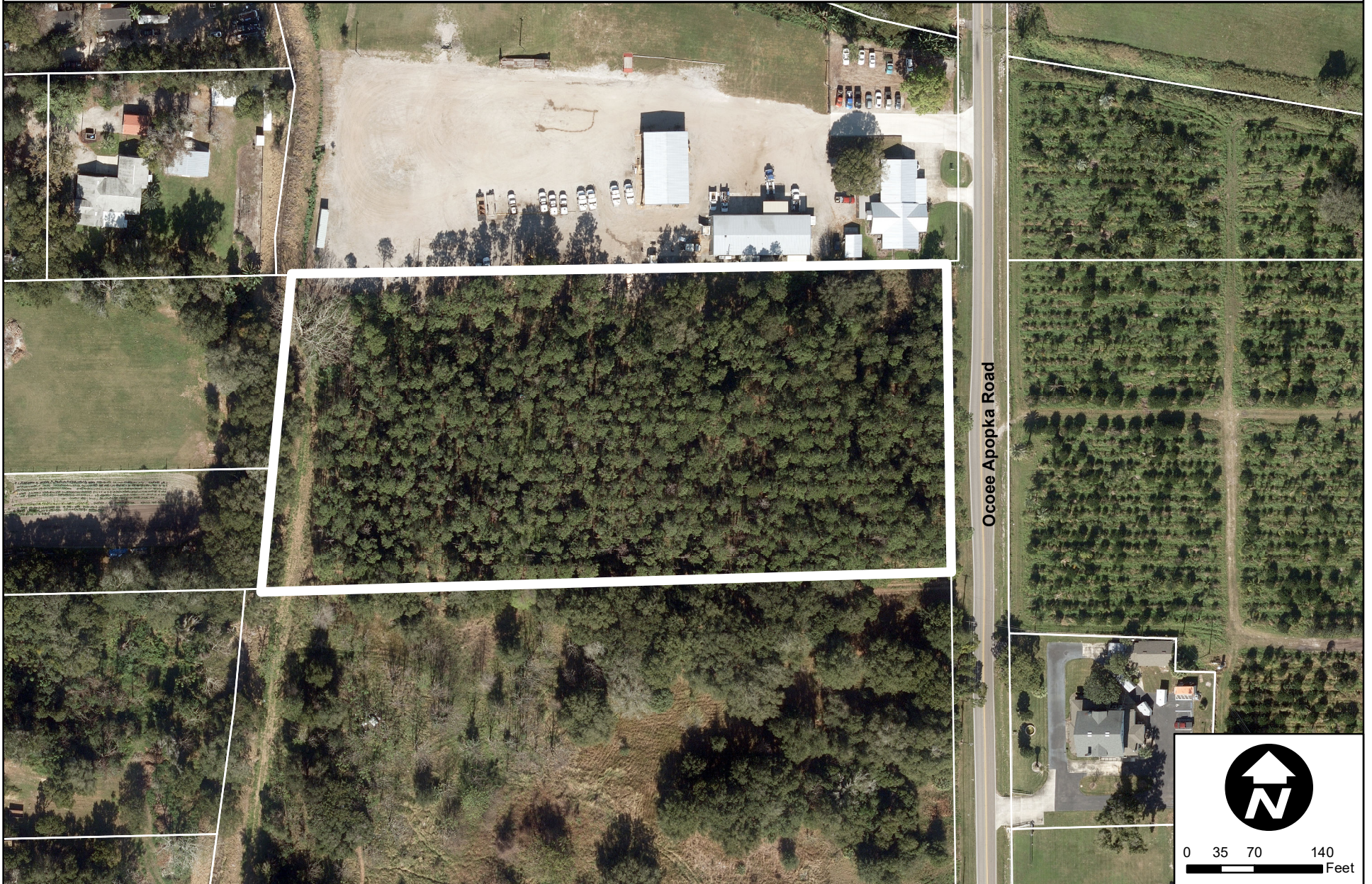
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drawn by: CC
checked by: SW
date: 07.19.23
plot scale: AS SHOWN
project number: 23ROMA001
file name: C100-SITE-23ROMA001-PSP.DWG

606 Ocoee Apopka Road
Sports Trianing Center Large Scale Site Plan
Location Map



606 Ocoee Apopka Road Aerial



606 Ocoee Apopka Sports Training Center Surrounding Zoning Map



Development Services
Department

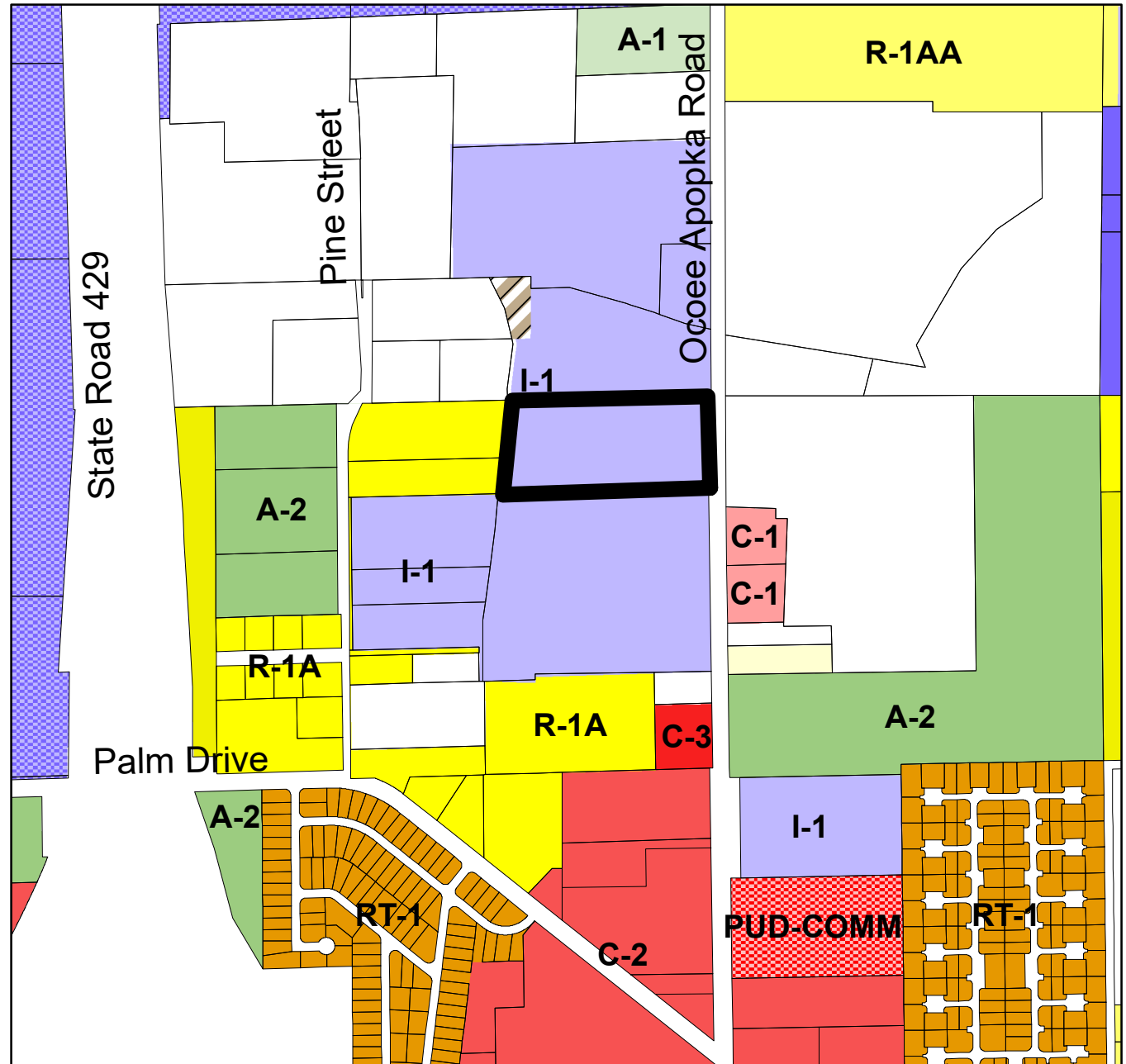
0 137.5 275 550
Feet

Created: August 2023

 Subject Property

Zoning Classification:

-  General Agricultural (A-1)
-  Suburban (A-2)
-  Single-Family Dwelling (R-1AAA)
-  Single-Family Dwelling (R-1AA)
-  Single-Family Dwelling (R-1A)
-  Single-Family Dwelling (R-1)
-  One- & Two-Family Dwelling (R-2)
-  Multiple-Family Dwelling (R-3)
-  Mobile Home Subdivision (RT-1)
-  Professional Offices & Services (P-S)
-  Neighborhood Shopping (C-1)
-  Community Commercial (C-2)
-  General Commercial (C-3)
-  Restricted Manufacturing & Warehousing (I-1)
-  General Industrial (I-2)
-  Commercial (PUD)
-  Low Density (PUD)
-  Medium Density (PUD)
-  High Density (PUD)
-  Public Use (PUD)
-  Unclassified



606 Ocoee Apopka Road Sports Trainanig Center Surrounding Future Land Use Map



Development Services
Department

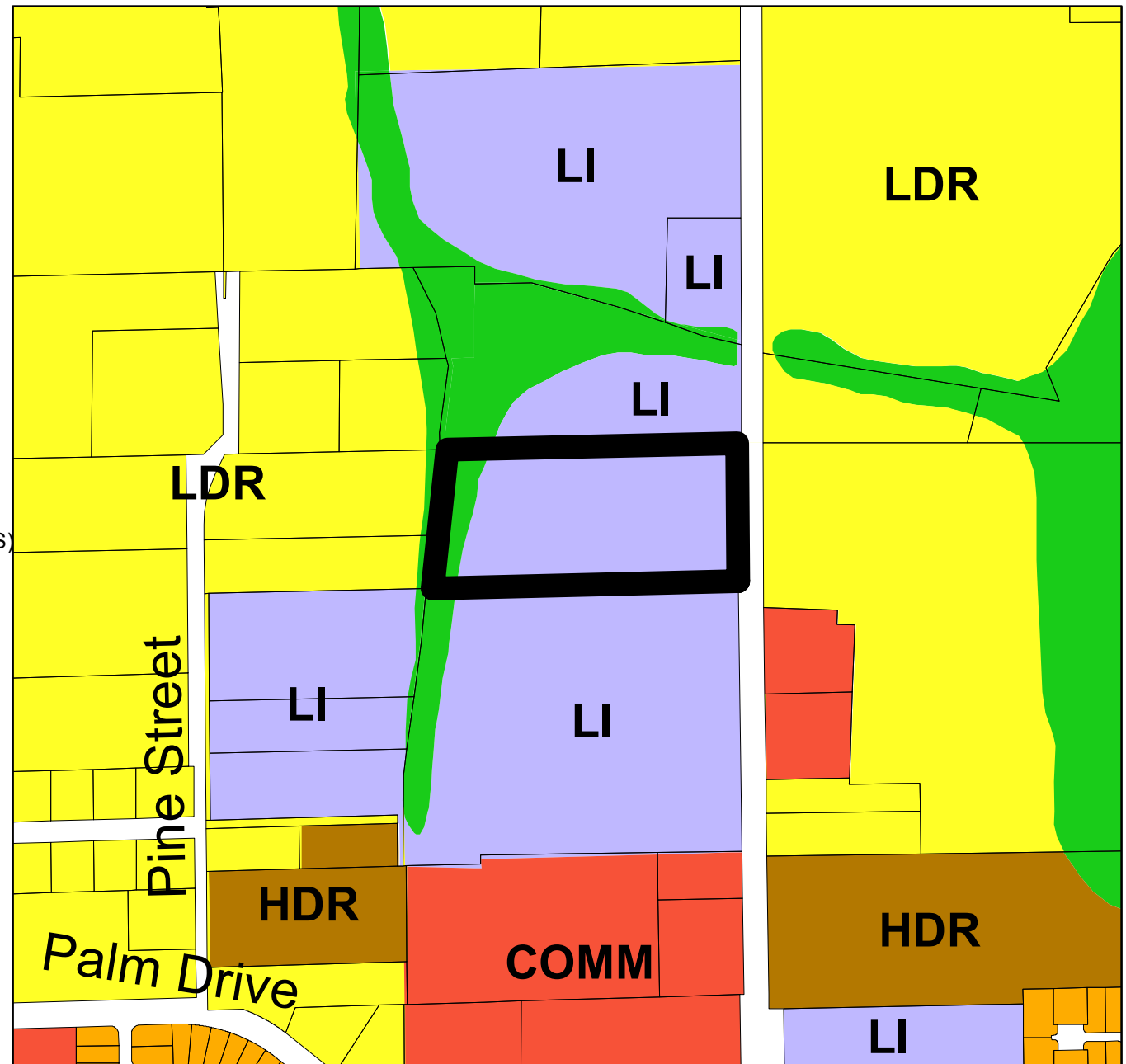
0 90 180 360
Feet

Created: August 2023

 Subject Property

Future Land Use Classification:

-  Low Density Residential (LDR)
-  Medium Density Residential (MDR)
-  High Density Residential (HDR)
-  Professional Offices and Services (PS)
-  Commercial (COMM)
-  Light Industrial (LI)
-  Heavy Industrial (HI)
-  Conservation/Floodplains (CONS)
-  Recreation and Open Space (REC)
-  Public Facilities/Institutional (INST)

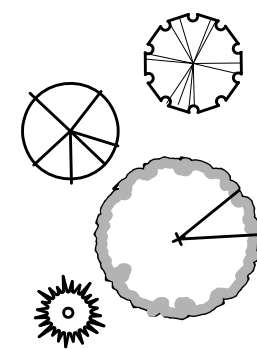
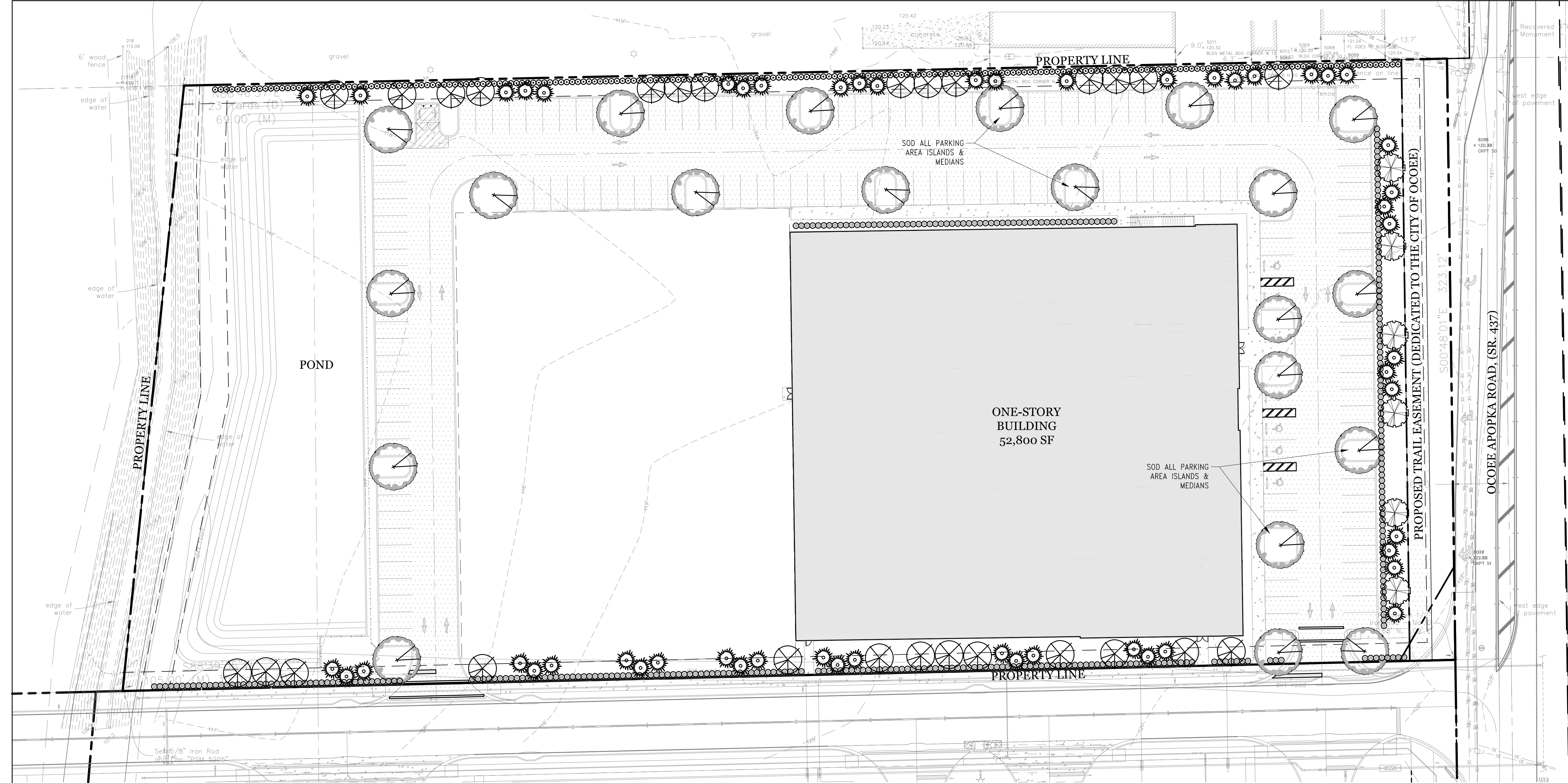








File Location : S:\Projects\Land Projects 2023\23ROMA001 - 606 Sports Training\wp1



TREES			
Symbol	Totals	Botanical Name	Common Name
MG	6	Magnolia grandiflora	Magnolia/Southern Magnolia
PE	27	Pinus eliottii	Slash Pine
QV	21	Quercus virginiana	Live Oak
SP	53	Sabal palmetto	Cabbage Palm



SHRUBS			
Symbol	Totals	Botanical Name	Common Name
Vo	213	Viburnum odoratissimum	Sweet Viburnum
Vs	339	Viburnum suspensum	Sandankwa Viburnum

Selby G. Weeks 56991

606 SPORTS TRAINING

606 OCOEE APOPKA ROAD, OCOEE, FLORIDA

LARGE SCALE

PRELIMINARY LANDSCAPE PLAN

revision	description	date
△		
△		
△		
△		
△		
△		

drawn by: CC

checked by: SW

date: 07.19.23

plot scale: AS SHOWN

project number: 23ROMA001

file name: C:\s\LAND-23ROMA001-PSP.DWG

CITY OF OCOEE

**NOTICE OF PUBLIC HEARING TO CONSIDER THE
606 OCOEE APOPKA ROAD – SPORTS TRAINING FACILITY
PRELIMINARY LARGE SCALE SITE PLAN
CASE NUMBER: LS-2023-007**

NOTICE IS HEREBY GIVEN, pursuant to Article IV, Section 4-3A.(3)(b), of the City of Ocoee Land Development Code that on **TUESDAY, NOVEMBER 7, 2023, AT 6:15 P.M.** or as soon thereafter as practical, the **OCOEE CITY COMMISSION** will hold a **PUBLIC HEARING** at the City of Ocoee Commission Chambers, located at 1 North Bluford Avenue, Ocoee, Florida, to consider the revision to the Preliminary Large-Scale Site Plan for the 606 Ocoee Apopka Road - Sports Training Facility. The property identified is parcel number 18-22-28-0000-00-001. The subject property is approximately 5.19 acres in size and is located on the west side of Ocoee Apopka Road, approximately 1,958 feet north of the intersection of Palm Drive and Ocoee Apopka Road. The physical address of the property is 606 Ocoee Apopka Road. The proposed use is for a one-story 52,800 SF sports training facility with a 17,000 SF mezzanine within the building and an open field area located behind the building.

Interested parties may appear at the public hearing and be heard with respect to the proposed action. The complete case file may be inspected at the Ocoee Development Services Department, located at 1 North Bluford Avenue, Ocoee, Florida, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal holidays. The City Commission may continue the public hearing to other dates and times as it deems necessary. Any interested party shall be advised that the dates, times, and places of any continuation of these or continued public hearings shall be announced during the hearings and that no further notices regarding these matters will be published. You are advised that any person who desires to appeal any decision made during the public hearings will need a record of the proceedings and, for this purpose, may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Clerk's Office 48 hours in advance of the meeting at (407) 905-3105.

October 26, 2023

23-04192W



Meeting Date: November 7, 2023
Item #: 19

Contact Name: Robert Frank
Contact Number: Ext. 6434

Department Director: Robert Frank
City Manager: Robert Frank

Subject: Discussion between the City Commission and the City Attorney regarding the Evaluation of the Qualification of Candidates for Election and the Roles of the City Commission per the City Charter. (City Manager Frank)

Background Summary:

At the request of Commissioner Scott Kennedy, this item has been brought forward for discussion (and action) regarding the role of the City Commission identified in the City Charter in determining the qualifications of City election candidates. Previous discussions have resulted in different interpretations of eligibility, including one provided by the City Attorney regarding eligibility under subsection C-17 under the charter (see attached minutes from the charter review commission). The City Charter designates the City Commission as the final judge of election and qualifications of its members (C-10, attached).

Issue:

Should the Honorable Mayor and City Commission provide a determination as to the qualifications of candidates for the vacant seat in the next City General election with direction to the City Clerk?

Recommendations:

Attachments:

1. City Charter
2. 7-20-23 CRC Meeting - Summarized Public Comments

Financial Impacts:

Type of Item: Regular

CHARTER

[HISTORY: Printed as amended in its entirety by the City Commission of the City of Ocoee 9-20-1988 by Ord. No. 88-27. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Elections — See Ch. 5

City Commission meetings — See Ch. 11

PREAMBLE [Added 12-1-2009 by Ord. No. 2009-030¹]

We the people of the City of Ocoee, Florida, under the constitutions and laws of the United States of America and the State of Florida, in order to provide the benefits of local government responsive to the will and values of our citizens, do hereby adopt and ratify this charter to define the powers and structure of our government. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and regional cooperation. We believe in an open, responsive government that abides by the highest ethical standards and operates as a careful steward of the human, fiscal and natural resources of our city.

ARTICLE I Creation and Existence of Municipality

§ C-1. Municipality incorporated.

The existing municipality of the City of Ocoee, in the County of Orange, incorporated under the laws of Florida, be and the same is hereby declared to be in all respects a legally incorporated city with all the powers incident thereto under the laws of Florida (hereinafter referred to as "the city" or "the City of Ocoee").

§ C-2. Title, rights, etc., vested in municipality.

The title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action held and owned by the city shall remain vested in the municipal corporation organized and created under and by this Charter.

§ C-3. Existing obligations not impaired.

No obligation or contract of the City of Ocoee, including bonds heretofore issued, shall be impaired or avoided by this Charter, but such debts and obligations shall remain binding upon the city.

¹**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

§ C-4. Continuation of officers and ordinances.

All officers heretofore elected or appointed and holding office under the city shall continue to hold their respective offices and to discharge their duties until their successors are selected or until otherwise provided by ordinance, and all existing ordinances of the city not in conflict with the provisions of this Charter shall continue in effect and unimpaired until repealed, amended or modified.

§ C-5. Perpetual existence.

The City of Ocoee, Orange County, Florida, shall have perpetual existence.

§ C-6. Corporate boundaries.

The boundaries which shall be included in the territory of the City of Ocoee shall be as follows: See Addendum A attached hereto² and by this reference made a part hereof.

§ C-7. Extension of corporate boundaries.

The boundaries which shall be included in the territory of the City of Ocoee shall include all lands heretofore or hereafter annexed into the city in accordance with the laws of Florida.

ARTICLE II Powers of the City

§ C-8. Powers of the city.

The City of Ocoee shall have all governmental, corporate and proprietary powers and all other powers possible for a city to have under the Constitution and the laws of Florida as fully and completely as though they were specifically enumerated in this Charter. Except as otherwise provided herein, the following powers of the city shall be construed liberally and in favor of the city, and the specific mention of particular powers in the Charter shall not be construed as limiting, in any way, the powers granted to the city under the Constitution and the laws of Florida:

- A. Municipal buildings and facilities. To make and maintain all buildings and facilities necessary and appropriate for the use of the city and to acquire all land, rights and easements necessary for such buildings.
- B. Property rights. To purchase, lease, acquire by eminent domain or otherwise obtain, receive and hold property or any interest in property, whether real, personal or intangible, for such municipal or other public purposes as the City Commission may, by ordinance or otherwise, deem necessary and proper; to sell, lease or otherwise dispose of said property for the benefit of the city to the same extent that natural persons might or could do, except as otherwise provided herein.
 - (1) When any proposal for the acquisition of real property, either by purchase or lease, shall receive a majority vote of the members of the City Commission and the cost of such proposed acquisition exceeds one million dollars (\$1,000,000.), inclusive of state and federal grants, such action shall not be effective unless it has been acted upon by the City Commission after a public hearing

²Editor's Note: Addendum A is on file in the city offices, where it may be inspected during regular office hours.

preceded by at least seven (7) days' notice of the hearing and the proposed action by publication in a newspaper of general circulation in the City of Ocoee.

- (2) When any proposal for the disposition of real property owned by the city, either by sale or by lease for a term exceeding five (5) years, shall receive a majority vote of the members of the City Commission and the fair market value of the real property concerned exceeds one hundred thousand dollars (\$100,000.), such action shall not be effective unless it has been acted upon by the City Commission after a public hearing preceded by at least seven (7) days' notice of the hearing and the proposed action by publication in the manner set forth above.
 - (3) The City Commission shall not approve the sale, lease or other alienation of real property owned by the city for a price or rental below the city's estimate of the fair market value or fair rental value thereof, except in cases where specific good cause is shown and in cases involving alienation to another public agency.
 - (4) No piece of real property shall be divided for the purpose of evading this subsection.
 - (5) All leases, sales, purchases and contracts for leases, sales and purchases of real property heretofore made by the city or any agency or commission of the city are hereby ratified and confirmed.
 - (6) Nothing in this subsection shall apply to the acquisition of real property by eminent domain occurring prior to, contemporaneous with or subsequent to the effective date of this subsection.
- C. Boards, commissions and committees. To create and appoint boards, commissions and committees to advise and assist the city in carrying out municipal functions.
 - D. Police, fire and sanitary. To provide police, fire, sanitary and similar protection and services; to exercise police powers and to protect and preserve peace and order within the city; and to impose such penalties and/or imprisonment for the violation of any ordinance as may be permitted by law.
 - E. Purchases and sales. To provide rules and regulations for all purchases and sales made for and on behalf of the city.
 - F. Civil service and pensions. To establish and regulate civil service, pension and insurance plans, hospitalization, death and other benefits for city employees in accordance with the laws of Florida.
 - G. Financial authorities. To expend the money of the city for all lawful municipal purposes and to borrow money for all lawful municipal purposes. When any proposal for the borrowing of money in any manner, except through a leasing arrangement, shall receive a majority vote of the members of the City Commission and the amount to be borrowed exceeds one hundred thousand dollars (\$100,000.), such action shall not be effective unless it has been acted upon by the City Commission after a public hearing preceded by at least seven (7) days' notice of the hearing and the proposed action by publication in a newspaper of general circulation in the City of Ocoee. The City Commission shall have the right to waive the notice requirement hereunder by affirmative vote of a majority of the members of the City Commission present and voting, provided that the City Commission determines that circumstances surrounding the borrowing of money constitute an emergency which requires immediate action by the City Commission.
 - H. Franchises. To grant exclusive and nonexclusive franchises and privileges in the city but only after a public hearing preceded by at least thirty (30) days' notice of the hearing and the proposed action by publication once a week for four (4) consecutive weeks in a newspaper of general circulation in the City of Ocoee.
 - I. Bonds. To issue certificates of indebtedness, revenue bonds or assessment bonds; to pay all or part of the cost of the acquisition, construction, reconstruction, extension, repair, improvement, maintenance or operation of any city project or combination of projects; to provide for any facility, service or other

activity of the city; to provide for the retirement or refunding of any bonds or obligations of the city or for any combination of the foregoing purposes.

- J. Lakes, ponds and rivers. To regulate, control and restrict the use of or drainage into lakes, ponds, rivers, streams and other watercourses and adjacent wetlands and uplands within the city.
- K. Alcoholic beverages. To the extent permitted by law, to regulate, restrict and control the manufacture, transportation, possession and sale of alcoholic beverages within the city.
- L. Nuisances. To declare what shall constitute a nuisance, prevent the same and authorize the removal thereof.
- M. Transportation. To the extent permitted by law, to regulate the services to be rendered and rates to be charged by buses, cabs and other vehicles for the carrying of passengers and baggage and to own, acquire and operate common, private or contract carriers and other transportation facilities and devices, whether now or hereafter invented or developed.
- N. Taxation. Except to the extent expressly prohibited by the laws of Florida, to assess, levy and collect taxes for all municipal purposes upon all businesses, property, privileges and professions and to establish special taxing districts or assessment areas encompassing all or a portion of the city.
- O. Condemnation of buildings. To condemn and remove, cause to be removed, order to be demolished and removed or to be put in a state of sound repair any and all dilapidated, unsanitary or unsafe buildings or structures and to provide and enforce by ordinance a penalty for the failure to do so.
- P. Buildings and structures. To regulate the construction, alteration, maintenance, repair, equipment, occupancy, location, removal and demolition of every building or structure and any appurtenances connected or attached to such buildings or structures and to exercise all powers and all other municipal and legislative enactments in favor of the city pertaining to building regulation.
- Q. Maintenance of private property. To require all lands, property, lots, bodies of water and other premises within the city to be kept clean, sanitary and free from excessive weed growth or to make them so at the expense of the owner by assessing the cost against the property; to establish by ordinance that the assessment will be a lien on the property until discharged by payment. **[Amended 1-5-1999 by Ord. No. 99-07³]**
- R. Industry control. To regulate, restrain or prevent any industry which is dangerous or so obnoxious as to constitute a nuisance.
- S. Beautification of public lands. To regulate and beautify the streets, parks and public thoroughfares of the city and to regulate and restrict the construction and location of signs, signboards, billboards, placards and handbills.
- T. Compliance with city requirements prerequisite to subdivision. To require any subdivider to conform to requirements of the city for the design of any subdivision and for the construction and maintenance of roadways, sidewalks, recreation areas, utility easements, sewage disposal services, drainage facilities, including retention and detention ponds, and area of lots and blocks and such other regulations as may be provided to protect the public health, safety and welfare; and the city may require, before the approval and adoption of any subdivision plat, that the owner of the lands included within such plat enter into a bond with the City of Ocoee, executed by a licensed surety company in the State of Florida,

³**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-9-1999. Said ordinance also provided for an effective date of 6-1-1999.**

as surety in a sufficient sum to insure the provisions of this Charter and any ordinances adopted by the City Commission are complied with.

- U. License taxes. To levy, impose and collect license taxes upon all occupations and privileges to the extent not otherwise prohibited under the laws of Florida and to provide by ordinance penalties for failure or refusal to pay such license taxes; to provide by ordinance that all such license taxes so imposed shall constitute a legal indebtedness to the city and shall constitute a lien on all property of the debtor and may be recovered in any court of competent jurisdiction, along with penalties, reasonable costs and the city's fees, including attorney's fees, and no property of such debtor shall be exempt from sale for such indebtedness except as otherwise provided under the laws of Florida.
- V. Public services and utilities. To the extent permitted by law, the city may construct, acquire, furnish, operate and maintain any and all local public services and utilities and levy charges for the use of such services and utilities.
- W. Public works. To exercise all powers with reference to municipal public works as set forth under the laws of Florida.
- X. Recreational facilities. To establish a system of public recreation and to set aside any lands or buildings owned or leased by the city for recreational purposes; to charge reasonable fees and deposits for access to any such facilities or activities.
- Y. Advertising. To advertise and promote the interests of the city and its residents through legitimate and recognized means.
- Z. Conservation. To designate, set aside and maintain lands and areas within the city as conservation areas or bird and wildlife sanctuaries; to stock such areas with animal and plant life and to stock water areas with fish and other aquatic life; to promulgate and enforce rules and regulations with respect thereto and to protect and preserve the natural beauty thereof; and to do all acts necessary or desirable in order to qualify such lands and areas as conservation areas and sanctuaries under any of the laws of Florida or under federal law.
- AA. Sewer and water systems. To own, acquire, construct, reconstruct, equip, operate, maintain, extend, improve and regulate the water systems (including reclaimed water systems), sewer systems or combined water and sewer systems; to levy and collect fees for the use of such systems; to exercise all powers derived from other municipal and legislative enactments in favor of the city pertaining to the sewage and water systems. **[Amended 12-1-2009 by Ord. No. 2009-030⁴]**
- BB. Drainage and flood control. To own, acquire, construct, reconstruct, equip, operate, maintain, extend and improve drainage, reclamation, irrigation, water and flood control and erosion control works and facilities of every nature and kind, including, without limitation, canals, ditches, drains, drainage wells, dikes, levees, pumps, plants, sluiceways, floodways, drainage holding basins and other works, machinery, plants and facilities for use in connection therewith.
- CC. Cemeteries, mausoleums and crematories. To own, acquire, operate and maintain cemeteries, mausoleums and crematories and otherwise provide for the burial of the dead.
- DD. Fees for services. To offer and furnish the city's facilities and services to persons, firms, corporations, political subdivisions and other public or private agencies or bodies and to collect fees, rentals and other charges for such facilities and services.

⁴**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

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- EE. Roads. To regulate vehicular and pedestrian traffic and the use of roads, streets, alleys and other public places.
- FF. Cooperative agreements. To enter into cooperative, intergovernmental agreements concerning the exercise of any powers and authorities of the city provided for in this Charter or under the Constitution and the laws of Florida. Without limitation on the foregoing, the city may receive assistance from and exercise all of its powers jointly or in cooperation with the federal government, the state and other units of local government and may undertake and finance any of the projects provided for under this Charter or under law, in whole or in part, jointly with any municipality now existing or hereafter created or in any other manner combine the projects of the city with projects of another municipality on such terms and conditions as the city may approve. To the extent permitted by law, the provisions of this Charter and all of the rights, powers and privileges of the city under law with respect to city projects shall be applicable to such joint or common projects.
- GG. Preservation of lakes and waterways. To preserve and maintain the lakes and waterways; to herbicide, harvest and sell, chemicalize or control, abate and eliminate by any biological, mechanical or other means lake weeds, hyacinths or other growths that impair recreational and aesthetic uses; to levy special tax assessments on lakefront property owners; to tax generally and specially; and to establish special taxing districts to accomplish the above.
- HH. Zoning. To create and establish a City Planning and or Zoning Commission; to regulate the construction of all buildings; to exercise all powers with reference to municipal zoning as set forth under the laws of Florida.

ARTICLE III City Commission

§ C-9. Created; composition, designation, election generally. [Amended 9-20-1988 by Ord. No. 88-28; 12-1-2009 by Ord. No. 2009-030⁵]

There is hereby created a City Commission, to consist of five (5) members, one (1) of whom shall be known and designated as the "Mayor"; the other four (4) shall be known and designated as "Commissioners." One (1) of the Commissioners shall also be known and designated as "Mayor pro tem." The Mayor shall represent the city at large, and the Commissioners shall each represent the single-member district in which they reside. The Mayor shall be elected by the electors of the city at large. Each of the Commissioners shall be elected by the electors residing only in the respective single-member district which he represents on the City Commission. The Mayor pro tem shall be elected from among the Commissioners by the City Commission but shall continue to represent the district in which such Commissioner resides. The Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at each general city election (unless there is a runoff election, in which case the Mayor pro tem shall be elected at the first City Commission meeting following the swearing in of the candidates elected at such runoff election) and shall serve as Mayor pro tem until the successor is elected. The City Commission shall hold office in the manner hereinafter provided and shall constitute the governing body and authority of the City of Ocoee with all the powers and privileges herein granted and provided. Except as otherwise provided in this Charter, whenever this Charter contains a reference to "all members of the City Commission", such reference shall include the entire City Commission and shall not be construed to include only those members present and voting.

⁵**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

§ C-10. Judge of qualifications. [Amended 12-1-2009 by Ord. No. 2009-030⁶]

The City Commission shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office and for that purpose shall have, to the extent permitted by law, power to censure, subpoena witnesses, administer oaths and require the production of evidence. A member charged with conduct constituting grounds for forfeiture of office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in a newspaper of general circulation in the city at least seven (7) days prior to the hearing. Decisions made by the City Commission under this section shall be subject to review by the courts. Nothing contained herein shall be construed to deprive any member of the City Commission of such member's right to due process under the Constitution and the laws of the United States and the State of Florida.

§ C-11. Eligibility. [Amended 9-20-1988 by Ord. No. 88-28; 10-3-2017 by Ord. No. 2017-025⁷]

Only qualified electors of the city shall be eligible to qualify for and to hold the offices of Mayor and Commissioner. Each candidate for the office of Mayor shall, at the time of qualifying as a candidate for such office, be a bona fide resident of the city. The Mayor shall, during the entire term of office, be a bona fide resident of the city. Each candidate for the office of Commissioner shall, at the time of qualifying as a candidate for such office, be a bona fide resident of the single-member district which such candidate seeks to represent. Each Commissioner shall, during the entire term of office, be a bona fide resident of the single-member district which such Commissioner represents. Effective with each first full term commencing following January 1, 2022, the Mayor or a commissioner who has held the same district office for two full terms is prohibited from appearing on the ballot for election to that office.

§ C-12. Prohibitions.

- A. Holding other offices. Except where authorized by law, no member of the City Commission shall, while being a member of the City Commission, hold any other office, whether such office be federal, state, county or municipal, or hold any other employment with the City of Ocoee. No former member of the City Commission shall hold any compensated appointive city office or employment until one (1) year after the expiration of such member's term or the vacating of such member's office.
- B. Appointments and removals. Except as otherwise provided in this Charter or under the laws of Florida and except for inquiries and investigations into the affairs of the city, no member of the City Commission shall in any way deal with or dictate the appointment or removal of any city officers or employees who are subject to the supervision or control of the City Manager, or any subordinates of the City Manager, or who the City Manager, or any subordinates of the City Manager, is empowered to appoint; provided, however, that each member of the City Commission shall be entitled to express such member's views pertaining to the appointment and removal of such officers and employees and to fully and freely discuss those views with the City Manager.
- C. Influencing votes or political aid. No member of the City Commission shall attempt to influence the vote of any other member by promising anything of value to such other member for the purpose of gaining political aid or influencing votes.

⁶Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.

⁷Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-13-2018. Said ordinance provided for an effective date of 6-1-2018.

§ C-13. Regular and special meetings; meetings and records open to public; rules and order of business; record of proceedings. [Amended 12-1-2009 by Ord. No. 2009-030⁸]

The City Commission shall meet at the usual place for holding the meetings of the legislative body of the city and at such times as may be prescribed by ordinance or resolution, except that it must meet regularly at least once each month. An agenda of all items wherein City Commission action may be required shall be prepared by the City Manager or the City Manager's designee for all regular and special City Commission meetings; provided, however, that any member of the City Commission may direct the City Manager to place items on the agenda for action or discussion by the City Commission. Such agenda shall be made available to the public at least twenty-four (24) hours prior to all regular and special City Commission meetings. Only matters on the agenda or matters of an emergency nature may be acted upon by the City Commission. The Mayor alone shall have the power to declare what shall constitute an emergency matter; provided, however, that such power shall not in any way be used for the purpose of evading the requirements of this section. Any member of the City Commission may call special meetings of the City Commission upon at least twenty-four (24) hours' notice to the public and at least twenty-four (24) hours' notice to each member of the City Commission, contacted personally. The notice requirement to the members of the City Commission shall be deemed satisfied if a waiver of notice is signed by all members of the City Commission or if all members are present at roll call. The Mayor or Mayor pro tem may, to the extent permitted by law, call emergency sessions upon such notice as may be appropriate and effective under the circumstances. Except as otherwise provided under the laws of Florida, all meetings of the City Commission and all committees thereof shall be public, and any citizen shall have access to the minutes and records thereof at all reasonable times. The City Commission shall determine its own rules and order of business and shall keep a record of its proceedings.

**§ C-14. Quorum; necessary vote for adoption of ordinances and resolutions; roll call.
[Amended 12-1-2009 by Ord. No. 2009-030⁹]**

A majority of all members of the City Commission shall constitute a quorum, but a lesser number may adjourn from day to day. Except as otherwise provided under the laws of Florida, all members of the City Commission shall have the right to vote on all ordinances, resolutions and other matters coming before the City Commission for action. The affirmative vote of a majority of all members of the City Commission shall be necessary to adopt any ordinance or resolution. The vote of each member of the City Commission shall be recorded and entered in the minutes.

§ C-15. Absence from meetings.

Absence from four (4) consecutive regular meetings of the City Commission shall vacate the seat of the member absent, unless such absence is excused by the City Commission by resolution setting forth the fact of such excuse duly entered in the minutes.

⁸Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.

⁹Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.

§ C-16. Salary; expenses. [Amended 12-1-2009 by Ord. No. 2009-030¹⁰]

The City Commission may determine the annual salary of the Mayor, the Mayor pro tem and the Commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of members of the City Commission elected at the next regular city election, provided that such election follows the adoption of such ordinance by at least six (6) months. Members of the City Commission shall receive their actual and necessary expense incurred in the performance of their duties of office.

§ C-17. Vacancies; forfeiture of office; filling of vacancies.

- A. Vacancies. The office of a member of the City Commission shall become vacant upon the member's death, resignation, forfeiture of office or removal from office in any manner authorized by law.
- B. Forfeiture of office. Any member of the City Commission shall forfeit his office if he lacks at any time during one's term of office any qualification for the office prescribed by this Charter or by law or is convicted of a felony or any crime involving moral turpitude. The provisions of this subsection shall be exercised in accordance with the provisions of § C-10.
- C. Filling of vacancies. If any vacancy, other than the Office of Mayor, occurs in the City Commission, an eligible person shall be selected by the City Commission within thirty (30) days of the vacancy to serve until the successor is elected. If a vacancy occurs in the office of Mayor, the Mayor pro tem shall serve as an interim Mayor until the successor is elected. The City Commission shall appoint an interim Commissioner to fill the vacancy created by the Mayor pro tem serving as Mayor; such interim Commissioner shall serve until such time as a Mayor is elected. The Mayor pro tem shall resume representation of his single-member district for the remainder of the term. The successor to the office of Mayor or Commissioner shall be elected at the next general city election if such election is to be held within twelve (12) months of the vacancy. If a general city election will not be held within twelve (12) months, the successor shall be elected at a special election which shall be called by the City Commission within ninety (90) days of the vacancy. The successor shall serve for the unexpired term of the member who created the vacancy. If all members of the City Commission are removed at the same time, the Governor of the State of Florida shall appoint an interim City Commission that shall call a special election within ninety (90) days of appointment. **[Amended 12-1-2009 by Ord. No. 2009-030¹¹; 10-3-2017 by Ord. No. 2017-025⁸]**

§ C-18. Independent audit. [Amended 10-3-2017 by Ord. No. 2017-025¹²]

The City Commission shall provide for an independent annual audit of all city accounts and may provide for more frequent audits as it deems necessary. Audits shall be made by a certified public accountant or firm of accountants who or which has no personal interest, direct or indirect, in the fiscal affairs of the city government or

¹⁰**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

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Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-13-2018. Said ordinance provided for an effective date of 6-1-2018.

¹²**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-13-2018. Said ordinance provided for an effective date of 6-1-2018.**

any of its officers. The City Commission may designate such accountant or firm annually or for a period not exceeding three (3) years. If the state makes such an audit, the City Commission may accept it as satisfying the requirements of this section.

§ C-19. Initiative and referendum. [Amended 12-1-2009 by Ord. No. 2009-030¹³]

- A. Initiative Ordinance. Any proposed ordinance may be submitted to the City Commission by a petition signed by ten (10%) of the total number of qualified registered voters of the City of Ocoee as of the last preceding municipal general election. Within six (6) weeks after filing of such petition, the City Commission may pass said ordinance, or shall call a special election to be held within ninety (90) days, at which the adoption or rejection of such ordinance shall be submitted to the qualified voters of the City. If a majority of the qualified voters voting on the proposed ordinance shall vote in favor thereof, then the ordinance shall thereupon become a valid ordinance of the City. Any number of proposed ordinances may be voted upon at the same election according to the provisions of this section.
- B. Referendum Ordinance. Except for emergency ordinances, every ordinance shall take effect ten (10) days after its passage, unless a longer time be named therein or unless otherwise provided by law. If prior to the taking effect of any ordinance, a petition signed by ten (10%) of the total number of qualified registered voters of the City of Ocoee as of the last preceding municipal general election shall be filed with the City Commission protesting against the enactment of such ordinance, then such ordinance shall be suspended from taking effect. Thereupon, unless the City Commission shall, within six (6) weeks after the filing of such petition, reconsider or repeal such ordinance, the same shall be submitted to an election to be held as provided in paragraph A above, and such ordinance shall not be operative if a majority of the votes cast be in opposition thereto. The suspension of the effective date of such ordinance shall be lifted upon the certification of the results of any such election.
- C. City Commission. The City Commission may on its own motion submit to the popular vote for the adoption or rejection of any proposed ordinance. If a majority of the qualified voters voting on the proposed ordinance shall vote in favor thereof, then the ordinance shall thereupon become a valid ordinance of the City. Any number of proposed ordinances may be voted upon at the same election according to the provisions of this section.

§ C-20. Duties and emergency powers of the Mayor.

The Mayor shall preside at all meetings of the City Commission and shall be recognized as the head of the city government for all ceremonial purposes and by the Governor of the State of Florida for the purposes of military law, civil law and service of process but shall have no regular administrative duties. The Mayor shall sign all deeds, contracts, agreements, bonds, notes, obligations and other legal documents of the city. The Mayor shall prepare and present to the city an annual state of the city message in the month of January of each year in which the Mayor holds office. In time of insurrection, general conflagrations, catastrophe or great or widespread public emergency, the Mayor shall become the head of the government and shall exercise those powers delegated to the Mayor under the laws of Florida. In the absence or disability of the Mayor, the functions of the Mayor shall be discharged by the Mayor pro tem.

ARTICLE IV City Manager

¹³**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

§ C-21. Appointment; qualifications; compensation. [Amended 1-5-1999 by Ord. No. 99-07¹⁴; 10-3-2017 by Ord. No. 2017-025⁴]

The City Commission shall appoint by affirmative vote of a majority of all its members a City Manager for a minimum term of one (1) year. The City Manager shall be appointed solely on the basis of executive and administrative qualifications and need not be a resident of the City of Ocoee or the State of Florida at the time of appointment. Within one (1) year of commencement of employment, the City Manager shall become a resident of the city and shall remain a resident of the City while employed as City Manager. The City Commission shall fix the compensation of the City Manager and shall meet annually with the City Manager to review and evaluate the City Manager's performance. The City Commission may enter into an employment agreement with the City Manager addressing terms and conditions of employment not inconsistent with or in conflict with the provisions of this Charter. Any such employment agreement may provide that the City Manager may be terminated without cause at any time during the term of the employment agreement, subject to compliance with the procedures set forth in § C-22. Further, any such agreement may provide for circumstances under which the City Manager may be temporarily suspended with or without pay. The residency requirement stated in this Section shall apply to any City Manager initially appointed after the date of approval of this provision by the voters of the City.

§ C-22. Termination. [Amended 1-5-1999 by Ord. No. 99-07¹⁵]

If the City Manager declines to resign at the request of the City Commission, the City Commission may suspend the City Manager by resolution approved by a majority of the total membership of the City Commission. A copy of such resolution shall be served immediately upon the City Manager. The City Manager shall have fifteen (15) days in which to reply thereto in writing, and upon request, shall be afforded a public hearing, which shall occur no earlier than fifteen (15) days nor later than thirty (30) days after such hearing is requested. After the public hearing, if one is requested, and after full consideration, the City Commission may, by a majority vote of its total membership, adopt a final resolution terminating the City Manager. The City Manager shall continue to receive full salary until the effective date of such resolution. A nonrenewal of the City Manager's employment agreement with the city shall not constitute a termination hereunder requiring compliance with the provisions of this section in order to terminate employment. The procedures set forth herein shall also be applicable to a termination of an employment agreement with the City Manager; provided, however, that if such employment agreement requires that a termination be for cause, then the resolutions discussed above shall specifically set forth the cause for termination.

§ C-23. Acting City Manager. [Amended 1-5-1999 by Ord. No. 99-07¹⁶]

- A. There shall be an Acting City Manager who shall exercise the powers and perform the duties of City Manager during the temporary absence, disability or suspension of the City Manager, or during such time as there is a vacancy in the position. In the case of a temporary absence, the City Manager shall

¹⁴**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-9-1999. Said ordinance also provided for an effective date of 6-1-1999.**

Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-13-2018. Said ordinance provided for an effective date of 6-1-2018.

¹⁵**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-9-1999. Said ordinance also provided for an effective date of 6-1-1999.**

¹⁶**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-9-1999. Said ordinance also provided for an effective date of 6-1-1999.**

designate, by letter filed with the City Clerk, a qualified city administrative officer to serve as Acting City Manager. In the event that (1) the City Manager fails to designate someone as Acting City Manager as required hereunder, (2) the City Manager has been suspended or is disabled or (3) there is a vacancy in the position of City Manager, then in any of such events the City Commission may then appoint a qualified Acting City Manager.

- B. The Acting City Manager shall serve at the pleasure of the City Commission and may be removed by the City Commission at any time, with or without cause. The removal of the Acting City Manager shall not affect, in any manner, any other positions such person may hold with the city. The provisions of § C-22 of this Article shall not apply to an Acting City Manager.
- C. The Acting City Manager shall serve as City Manager until such time as the City Manager resumes the position of City Manager, a new City Manager is appointed by the City Commission pursuant to § C-21 of this Article or the Acting City Manager is removed and a new Acting City Manager is appointed by the City Commission.

§ C-24. Powers and duties of City Manager.

The City Manager shall be the chief administrative officer of the city and shall be responsible for the administration of all city affairs for which the City Manager is given responsibility under this Charter. The powers and duties of the City Manager shall include, but not be limited to, the following:

- A. To appoint and, when deemed necessary for the good of the city, to suspend or remove any city employees or appointive administrative officers unless otherwise provided under this Charter, the laws of Florida or any personnel rules and regulations adopted by the city. The City Manager may authorize any administrative officer who is subject to the City Manager's direction and supervision to exercise these powers with respect to subordinates in such officer's department, office or agency.
- B. To direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided under this Charter or the laws of Florida.
- C. To attend all City Commission meetings and take part in any discussion at such meetings. This shall not be construed to include the right to vote at such meetings.
- D. To ensure, to the extent possible, that all provisions of this Charter and all laws and acts of the City Commission that are subject to enforcement by the City Manager or by officers subject to the direction and supervision of the City Manager are faithfully executed.
- E. To prepare and submit to the City Commission the annual budget and capital program for the city.
- F. To prepare and submit to the City Commission a complete report on the finances and administrative activities of the city as of the end of each fiscal year. Such report shall also be made available to the public.
- G. To prepare and submit to the City Commission such other reports as the City Commission may require concerning the operation of city departments, offices and agencies subject to the direction and supervision of the City Manager.
- H. To prepare and submit to the City Commission on a quarterly basis a complete report on the financial conditions and future needs of the city and to make recommendations relating thereto.
- I. To perform such other duties as may be required under this Charter or as may be required by the City Commission.
- J. To recommend to the City Commission the salary and wage scale of officers and employees of the city.

ARTICLE V Administrative Departments

§ C-25. General provisions.

- A. Creation of departments. The City Commission may establish city departments, offices or agencies in addition to those created by this Charter and may prescribe the functions of all such departments, offices and agencies, except that no function assigned by this Charter to a particular department, office or agency may be discontinued or assigned to any other except by ordinance adopted by the City Commission.
- B. Direction by City Manager. All city departments, offices and agencies under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the City Commission, the City Manager may serve as the head of one (1) or more such departments, offices or agencies; provided, however, that the City Manager may not serve as the Chief of Police or the City Clerk of the city.

§ C-26. City Attorney.

There shall be a City Attorney who shall be appointed by a majority of all members of the City Commission. The City Attorney shall act as the attorney and counselor for the city. The City Attorney shall prepare and/or review as to form and legality all contracts, agreements, bonds and other written instruments to which the city is a party. When required to do so, the City Attorney shall prosecute and defend for and in behalf of the city all complaints, suits and controversies in which the city is a party. The City Attorney shall furnish to the City Commission and the City Manager an opinion on any question of law affecting the city and shall perform such other professional duties as may be consistent with this Charter and required by ordinance or resolution of the City Commission, prescribed for City Attorneys under the laws of Florida or otherwise requested by the City Commission or the City Manager. The City Attorney shall be a lawyer admitted in and having authority to practice in all courts of the State of Florida. The City Attorney may also serve as City Prosecutor, subject to the approval of the City Commission, and may appoint such Assistant City Attorneys as the City Attorney deems necessary. Upon recommendation of the City Attorney or the City Manager, the City Commission may retain special legal counsel to represent the city. Upon request by any board, commission or committee of the city, the City Commission or the City Manager shall appoint an attorney to assist such board, commission or committee. Upon the request of the City Commission or the City Manager, the City Attorney shall provide assistance to any board, commission or committee of the city.

§ C-27. Oath required; form. [Amended 12-1-2009 by Ord. No. 2009-030¹⁷]

Every official of the city, before commencing the duties of office, shall take and subscribe to an oath or affirmation to be filed with the City Clerk, which shall be in a form prescribed for state officers under the constitution and the laws of Florida.

¹⁷**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

§ C-28. City Clerk.

- A. Appointment; powers and duties. There shall be a City Clerk who shall be appointed by the City Manager. The City Clerk shall be under the direction and supervision of the City Manager. The salary of the City Clerk shall be determined by the City Manager, subject to the approval of the City Commission. The powers and duties of the City Clerk shall be in accordance with this Charter, the laws of Florida and the ordinances of the city and shall include, but not be limited to, the following:
- (1) Giving notice of City Commission meetings.
 - (2) Attending all City Commission meetings and keeping minutes of such meetings to be signed by the Mayor of the city and attested by the City Clerk.
 - (3) Acting as custodian of the City Seal, ordinances, resolutions and all papers and other documentation pertaining to the affairs of the city.
 - (4) Preserving and filing all contracts and agreements to which the city is a party.
 - (5) Posting all ordinances when required to do so.
 - (6) Attesting to the Mayor's signature on all ordinances, resolutions, contracts, agreements and other documents.
 - (7) Preserving and maintaining an Ordinance Book and a Resolution Book.
 - (8) Performing all other duties appropriate to the office of City Clerk as may be imposed by law, required by city ordinance or directed by the City Manager.
- B. Acting City Clerk. **[Amended 12-1-2009 by Ord. No. 2009-030¹⁸]**
- (1) The City Clerk may designate a qualified individual as an Acting City Clerk to exercise the powers and perform the duties of City Clerk during the temporary absence of the City Clerk, subject to the approval of the City Manager. In the event that the City Clerk is temporarily absent and fails to designate someone as Acting City Clerk, the City Manager may then designate a qualified individual to serve as an Acting City Clerk.
 - (2) The Acting City Clerk shall serve at the pleasure of the City Manager and may be removed by the City Manager at any time, with or without cause. The removal of the Acting City Clerk shall not affect, in any manner, any other positions such person may hold with the city.
 - (3) The Acting City Clerk shall serve until such time as the City Clerk resumes the position of City Clerk, a new City Clerk is appointed by the City Manager or the Acting City Clerk is removed and a new Acting City Clerk is appointed by the City Manager.

§ C-29. City Prosecutor.

The City Commission may appoint a City Prosecutor who may prosecute all offenses against the city's ordinances and shall perform such other prosecutorial duties as may be directed by the City Commission. The duties of the City Prosecutor shall include, but not be limited to, the following:

- A. Preparing charges after examination into the facts and circumstances of each case.

¹⁸**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

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- B. Having all witnesses required on behalf of the city properly summoned.
 - C. When requested by the City Commission, preparing and submitting a complete report to the City Commission on all cases in which the City Prosecutor has represented the city.

§ C-30. Personnel Board. [Amended 12-1-2009 by Ord. No. 2009-030¹⁹]

- A. Establishment of a Personnel Board. There shall be a Personnel Board consisting of five (5) members appointed by the City Commission for terms of three (3) years. The members of the Personnel Board shall be qualified electors of the city and shall serve at the pleasure of the City Commission. The Personnel Board shall consist of at least one (1) city employee, one (1) City Commissioner, one (1) person who holds a management position with the city and one (1) citizen of Ocoee who is not employed by and does not hold office with the city. All members of the Personnel Board must be qualified electors of the city during their entire term on the Personnel Board in order to remain a member of such Board. Any city employee, City Commissioner or person holding a management position with the city who is appointed to the Personnel Board must hold his respective position with the city during his entire term on the Personnel Board in order to remain a member of such Board.
- B. Vacancies. Any vacancy occurring during the term of any member of the Personnel Board shall be filled by the City Commission for the remainder of the term. Such vacancy shall be filled within thirty (30) days after the vacancy occurs.
- C. Powers and duties. The Personnel Board shall be responsible for reviewing personnel policies for the city which are submitted to them by the City Manager and recommending such policies to the City Commission for adoption or amendment. The City Manager shall adhere to all personnel policies. The Personnel Board shall also have such other powers and duties as may be established by ordinance by the City Commission. [Amended 1-5-1999 by Ord. No. 99-07²⁰]

ARTICLE VI Financial Procedures

§ C-31. Fiscal year.

The fiscal year of the city shall begin on the first day of October and end on the 30th day of September of the following calendar year.

§ C-32. Submission of budget and budget message.

On or before the first day of August of each year, the City Manager shall submit to the City Commission a budget for the ensuing fiscal year and an accompanying message.

§ C-33. Budget message.

The City Manager's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the city for the ensuing fiscal year, describe the important features

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of the budget, indicate any major changes from the current year in financial policies, expenditures and revenues, together with the reasons for such changes, summarize the city's debt position and include such other material as the City Manager deems desirable.

§ C-34. Budget.

The budget shall provide a complete financial plan of all city funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form as the City Manager deems desirable or the City Commission may require. In organizing the budget, the City Manager shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity and object. It shall begin with a clear, general summary of its contents and shall show in detail all estimated income, indicating the proposed millage rate for ad valorem taxes and all proposed expenditures, including debt service, for the ensuing fiscal year. The budget shall be so arranged as to show comparative figures for the actual and estimated income and expenditures of the current fiscal year and the actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

- A. Proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments and agencies in terms of their respective work programs, and the method of financing such expenditures.
- B. Proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies when practicable, and the proposed method of financing each such capital expenditure.
- C. Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the city and the proposed method of its disposition; subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendixes to the budget.
- D. Proposed measures to be taken to reduce costs and conduct a more economical operation during the fiscal year.

§ C-35. Balanced budget.

The City Commission shall adopt a budget in which the total expenditures for the fiscal year do not exceed the total estimated revenues from all sources for such year, including, but not limited to, the issuance of bonds and other indebtedness, cash reserves and any other funds as may be available to the city.

§ C-36. Capital Improvement Program. [Amended 12-1-2009 by Ord. No. 2009-030²¹]

- A. The City Manager shall prepare and submit to the City Commission a five-year capital program as part of the annual budget. The capital program shall include:
 - (1) A clear, general summary of its contents.
 - (2) A list of all capital improvements which are proposed to be undertaken during the five (5) fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements.
 - (3) Cost estimates, method of financing and recommended time schedules for each such improvement.

²¹**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

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- (4) The amount of budget appropriated in prior fiscal years, if any, for each such improvement.
 - B. The above information may be revised and extended each year with regard to capital improvements still pending or in the process of construction or acquisition.
 - C. At any time during the fiscal year, the City Commission may, by resolution, add, delete, or revise the scope and funding of capital projects contained in the Capital Improvement Program.

§ C-37. Adoption of budget. [Amended 12-1-2009 by Ord. No. 2009-030²²]

The public shall be given advance notice of all meetings of the City Commission at which the proposed budget is to be considered. Such notice shall be published in a newspaper of general circulation in the City of Ocoee at least seven (7) days before any such meeting. The budget shall be finally adopted at a public meeting of the City Commission in accordance with the laws of Florida.

§ C-38. Amendments after adoption.

- A. Supplemental appropriations. If during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.
- B. Reduction of appropriations. If at any time during the fiscal year it appears probable to the City Manager or City Commission that the revenues available will be insufficient to meet the amount appropriated, the City Manager shall report to the City Commission without delay the estimated amount of the deficit, any remedial action taken by the City Manager and any recommendations as to any other steps to be taken. The City Commission shall then take such further action as it deems necessary to prevent or minimize any deficit, and for that purpose it may by ordinance reduce one (1) or more appropriations.
- C. Transfer of appropriations within departments. At any time during the fiscal year the City Manager or City Commission may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency.
- D. Transfer of appropriations between departments. The City Commission may by ordinance transfer part or all of any unencumbered appropriation balance from one (1) department, office or agency to another.
- E. Limitations. No appropriation for debt service may be reduced or transferred, and no appropriation may be reduced below any amount required by law to be appropriated or by more than the amount of the unencumbered balance thereof.

§ C-39. Lapse of appropriations.

Every appropriation, except an appropriation pursuant to a five-year capital program under § C-36, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation pursuant to a five-year capital program shall continue in force until the purpose for which it was made has been accomplished or abandoned; the purpose of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation.

²²**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

§ C-40. Depositories of city fund.

The City Commission shall at its first regular meeting of each fiscal year designate depositories for city funds. Any bank located in the City of Ocoee or Orange County, state or national, and authorized to do business in the State of Florida which will deposit collateral authorized by the laws of Florida in such an amount as required by the laws of Florida or in such higher amount as the City Commission may determine and require for the protection of deposits may be designated by the City Commission as a city depository. Such depository shall then be authorized and entitled to receive funds of the City of Ocoee. The accounts of the city in any bank acting as a depository shall be subject at all times to inspection and audit by the City Auditor.

§ C-41. Accurate accounts of money to be kept.

The City Commission shall cause to be kept accurate accounts and a complete set of books as may be required under the laws of Florida.

§ C-42. Expend or contract to expend money.

Unless the City Commission otherwise provides by resolution, no office, department or board shall, during any budget year, expend or contract to expend any money, incur any liability or enter into any contract which by its terms involves the expenditure of money for any purpose in excess of the amounts appropriated for that general classification or expenditure pursuant to this Charter. Any contract, oral or written, made in violation of this section or any section in this Charter shall be null and void. Any contract which by its terms involves the expenditure of money for a period exceeding the budget year in which such contract is made, when such contract is otherwise permitted by law, shall be valid only if approved or authorized by the City Commission.

§ C-43. Investment of surplus funds.

The City Commission shall have authority to invest any surplus funds of the city in funds or investments authorized for such purposes by the laws of Florida, but no such investments shall be purchased at a higher price than their market price at the time of such purchase, and no bonds shall be purchased until the City Attorney shall have approved the legality of the issue of such bonds.

ARTICLE VII Nominations and Elections

§ C-44. Identification of City Commissioner. [Amended 9-20-1988 by Ord. No. 88-28]

Each City Commissioner shall be elected to a seat number as set forth hereinbelow and shall represent a single-member district as set forth under § C-68 of Article XI of this Charter. Seat numbers and their corresponding single-member districts shall be shown on qualification forms, ballots and other election records.

§ C-45. Election dates and terms of office. [Amended 4-2-1996 by Ord. No. 96-05; 10-7-1997 by Ord. No. 97-20; 1-5-1999 by Ord. No. 99-07²³; 10-3-2017 by Ord. No. 2017-025⁴]

- A. Beginning in March 2021, regular municipal elections shall be held annually on the second Tuesday in March of each odd-numbered year. The terms of office of the Mayor and City Commissioners shall be as follows:
- (1) The Mayor shall be elected for a four-year term at a regular municipal election to be held in March 2019 and shall thereafter be elected for a four-year term at a regular municipal election to be held every four (4) years thereafter.
 - (2) Two (2) City Commissioners shall be elected for four-year terms at a regular municipal election to be held in March 2021 and shall thereafter be elected for four-year terms at a regular municipal election to be held every four (4) years thereafter. Such City Commissioners shall be elected to Seat No. 2 and Seat No. 4.
 - (3) Two (2) City Commissioners shall be elected for four-year terms at a regular municipal election to be held in March 2019 and shall thereafter be elected for four-year terms at a regular municipal election to be held every four (4) years thereafter. Such City Commissioners shall be elected to Seat No. 1 and Seat No. 3.
- B. Notwithstanding the above, the term of office of any person elected to the office of Mayor or the office of City Commissioner shall commence upon being sworn into office and continue until such time as his or her respective successor is sworn into office. Any person elected to the office of Mayor or the office of City Commissioner shall be sworn into office at 7:00 p.m. on the day of the next regularly scheduled City Commission meeting held after the results of the election are declared by the Canvassing Board as set forth in section C-50 of this charter. The incumbent Mayor and City Commissioners in office on the date of approval of this provision by the voters of the City shall continue to hold their respective offices until their successors are sworn into office. Notwithstanding the foregoing, in the event that no candidate qualifies for the office of Mayor or a specific seat on the City Commission, then such office or seat shall be declared vacant by the Canvassing Board at its meeting following the regular municipal election.

§ C-46. General election rules.

The following rules shall be applicable to elections for the office of Mayor and the office of City Commissioner:

- A. Any candidate for Mayor who receives a majority of the votes cast for such office shall be elected.
- B. Any candidate for each separate City Commission seat who receives a majority of the votes cast for such office shall be elected.
- C. In the event that no candidate for a city elective office receives a majority of the votes cast for that office, then a runoff election between the two (2) candidates who received the most votes for such

²³**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-9-1999. Said ordinance also provided for an effective date of 6-1-1999.**

Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-13-2018. Said ordinance also provided for an effective date of 6-1-2018.

office shall be held at least seven (7) days and no more than thirty (30) days following the regular municipal election for such office.

§ C-47. Qualifications of electors.

Any person who is a resident of the City of Ocoee, who has qualified as an elector of the State of Florida and who registers in the manner prescribed by general law shall be an elector of the City of Ocoee.

§ C-48. Registration of electors.

Electors of the City of Ocoee shall register with the appropriate officials of Orange County, Florida. The City Commission shall have authority to make such arrangements as may be necessary for the attainment and/or certification of the list of eligible electors qualified to vote in a city election.

§ C-49. Conduct of elections. [Amended 12-1-2009 by Ord. No. 2009-030²⁴]

The City Commission shall designate the places of polling for all city elections and shall give notice of all city elections in accordance with the laws of Florida. Except as otherwise set forth herein, the City Commission shall by ordinance provide for the printing of ballots, the conduct of elections, including absentee procedures, the canvass of returns, and all similar election details. Such ordinance shall, to the extent possible, ensure the secrecy of the ballot and the integrity of the poll.

**§ C-50. Certification of results; canvass of returns; notification of successful candidates.
[Amended 12-1-2009 by Ord. No. 2009-030²⁵]**

The results of the voting at each polling place when ascertained shall be certified by return in duplicate signed by the Clerk and a majority of the inspectors of the election, one (1) copy being delivered by the Clerk and inspectors to the Mayor and the other to the City Clerk, both of whom shall transmit such return to a public meeting of the Canvassing Board, which will consist of three (3) citizens appointed by the City Commission. The Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law. A majority of the Canvassing Board shall constitute a quorum thereof. Notwithstanding the foregoing, with the agreement of the Orange County Canvassing Board and Orange County Supervisor of Elections, the City Commission may, by ordinance, assign and abdicate the canvassing responsibilities of the City Canvassing Board to the Orange County Canvassing Board. In such event, the Orange County Canvassing Board shall canvass the returns and shall declare the results of the canvass as the results of the election in a manner provided by city ordinance or as otherwise required by law.

§ C-51. Names on ballots.

The full names of all candidates for election to the City Commission, except those who have withdrawn, died or become ineligible, shall be printed on the official ballots without party designation or symbol. The names of the candidates shall be arranged in the alphabetical order of their surnames.

²⁴**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

²⁵**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

§ C-52. Ballots for ordinances and Charter amendments.

An ordinance, a charter amendment or any other matter to be voted on by the electors of the city shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above-described (ordinance) (amendment) be adopted?" Immediately below such question shall appear the words "yes" and "no." The elector shall cast a vote by choosing either "yes" or "no" in the manner required by the Supervisor of Elections.

ARTICLE VIII Levy of Taxes and Issuance of Bonds

§ C-53. Power of city to levy taxes; maximum levy.

The City of Ocoee shall have the power to levy taxes each year for the ordinary purposes of the municipality, provided that such levy shall not exceed ten (10) mills on the assessed valuation of taxable property within its limits or such limitations as established by the laws of Florida.

§ C-54. General obligation bonds.

- A. The city shall have the power to issue general obligation bonds in an aggregate principal amount of bonds outstanding at any one (1) time not in excess of twenty-five percent (25%) of the assessed value of the taxable property within the city as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the city is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the issuance thereof shall have been approved by the electors of the city at an election held in accordance with the requirements for such election as prescribed by the Constitution and the laws of Florida.
- B. The city may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve or other funds provided therefor, and the city may unconditionally and irrevocably pledge itself to levy ad valorem taxes on all taxable property in the city to the extent necessary for the payment thereof.
- C. If the city shall determine to issue general obligation bonds for more than one (1) different purpose, the approval of the issuance of the bond for each and all such purposes may be submitted to the electors separately on one and the same ballot. The failure of the electors to approve the issuance of bonds for any one (1) or more purposes shall not defeat the approval of bonds for any purpose which shall be approved by the electors.

§ C-55. Powers declared additional to state law.

Except as set forth in § C-54 of this Article, this Article shall not be construed as in any way restricting or superseding any of the provisions of any general law of Florida relating to the taxing and bond issuance powers of municipalities but shall provide an alternative and supplementary method for the exercise of the powers granted in this Charter; and the city shall be fully authorized to exercise any powers provided in such general laws upon compliance only with the provisions of such general laws.

ARTICLE IX General Provisions

§ C-56. Personal financial interest.

All city officers and employees shall comply with the Code of Ethics for Public Officers and Employees²⁶ or such other laws as may be enacted by the Florida Legislature governing the conduct and ethics of public officers and employees, as set forth under the laws of Florida. Any violation of this section by a city officer or employee shall constitute grounds for forfeiture of the office or position held by such officer or employee. Any violation of this section shall render any contracts with the city voidable by the City Manager or the City Commission if the person or entity contracting with the city had express or implied knowledge of such violation. Nothing contained herein shall be construed to deprive any city officer or employee of such officer's or employee's right to due process under the Constitution and the laws of the United States and the State of Florida.

§ C-57. Construction of Charter.

Except as otherwise provided herein, the provisions of this Charter shall be liberally construed to effect its purpose and shall be deemed cumulative, supplemental and alternative authority for the exercise of the powers provided herein.

§ C-58. Severability of provisions.

If any sentence, phrase, paragraph, provision or portion of this Charter is for any reason held invalid, unenforceable or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision and such holding shall not in any way affect the validity of the remaining portion thereof. If any sentence, phrase, paragraph, provision or portion of the Charter is held invalid, unenforceable or unconstitutional in its application to any person or circumstance, the application of the Charter and its provisions to other persons or circumstances shall not be affected thereby.

ARTICLE X Charter Review Commission

§ C-59. Appointment of members; alternate members; absences. [Amended 12-1-2009 by Ord. No. 2009-030²⁷; 10-3-2017 by Ord. No. 2017-025²]

- (1) A Charter Review Commission shall be appointed by the City Commission no later than December 15 in the year 1999 and no later than December 15 every ten (10) years thereafter. A Charter Review Commission may also be appointed by the City Commission at such times as deemed necessary by the City Commission. The Charter Review Commission shall consist of five (5) members who shall be appointed by a majority vote of the City Commission and who shall serve on such Commission for terms of one (1) year unless such terms are extended by the City Commission. The Mayor shall also appoint a first and second alternate member, subject to the approval of the City Commission, who may fill in for any member absent from a Charter Review Commission meeting.

²⁶**Editor's Note: See F.S. § 112.311 et seq.**

²⁷**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-13-2018. Said ordinance also provided for an effective date of 6-1-2018.

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- (2) Alternate members shall serve as a regular member of the Charter Review Commission; provided, however, an alternate member may not vote on a matter unless a member is absent. If a member is absent, the first alternate may vote on a matter in the place of the absent member. If a second member is absent, the second alternate may vote on a matter in the place of the second absent member.
 - (3) Absence by any member, including the alternates, from three (3) meetings of the Charter Review Commission shall result in automatic removal of the absent member and vacation of the seat of the absent member, whether such member's absence is excused or unexcused.

§ C-60. Removal; vacancies.

- A. Removal. Any member of the Charter Review Commission may be removed by the City Commission in accordance with the following procedures:
 - (1) The City Commission shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal. A copy of the resolution shall be promptly delivered to the member of the Charter Review Commission sought to be removed.
 - (2) Within five (5) days after a copy of the resolution is delivered to the member sought to be removed, such member may file with the City Commission a written reply and/or a written request for a public hearing. This hearing shall be held at a City Commission meeting no earlier than fifteen (15) days and no later than thirty (30) days after the request is filed.
 - (3) The City Commission may adopt by affirmative vote of a majority of all its members a final resolution of removal, which may be made effective immediately. Such resolution, if adopted, must be adopted no earlier than six (6) days and no later than thirty (30) days from the date a copy of the preliminary resolution was delivered to the member sought to be removed, if such member has not requested a public hearing. If such member has requested a hearing, such resolution, if adopted, must be adopted within forty-five (45) days from the date of the hearing.
- B. Vacancies. In the event of a vacancy on the Charter Review Commission, the first alternate will assume the vacant seat. In the event of a second vacancy on the Charter Review Commission, the second alternate will assume the vacant seat. If any vacancy occurs in the Charter Review Commission and no alternate member is available to assume the vacant seat, a qualified individual shall be appointed by the City Commission to serve in place of the member who created the vacancy. Such vacancy shall be filled within thirty (30) days after the vacancy occurs. **[Amended 10-3-2017 by Ord. No. 2017-025²⁸]**

§ C-61. Powers and duties. [Amended 12-1-2009 by Ord. No. 2009-030²⁹; 10-3-2017 by Ord. No. 2017-025³]

The Charter Review Commission shall be empowered to conduct a comprehensive study of any or all phases of city government. If changes are recommended, the Charter Review Commission shall transmit its proposed

²⁸**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum 3-13-2018. Said ordinance also provided for an effective date of 6-1-2018.**

²⁹**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

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report with Charter amendments in ordinance form to the City Commission for comment. The City Commission shall, within 45 days of receipt, review the report. If the City Commission has comments or recommendations, the City Commission will return its comments or recommendations, if any, to the Charter Review Commission within the same 45 day period. The Charter Review Commission shall consider the comments or recommendations of the City Commission and then shall make its own final report to the City Commission, in ordinance form, which shall be adopted verbatim by the City Commission and which shall be placed on the ballot at the next municipal election. The final report and ordinance must be adopted by the City Commission at least ninety (90) days prior to the election, or as otherwise may be required by law. In the same election, the City Commission may sponsor its own proposal for inclusion on the ballot. In the event of any conflict among proposals, that proposal receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

§ C-62. [Repealed]. [Amended 12-1-2009 by Ord. No. 2009-030]

§ C-63. Officers.

The Charter Review Commission shall create and elect appropriate officers as it deems necessary for the orderly conduct of its specific duties.

§ C-64. Expenses.

The City Commission shall appropriate funds to defray reasonable expenses of the Charter Review Commission.

ARTICLE XI Single-Member Districts
[Added 9-20-1988 by Ord. No. 88-28]

§ C-65. Number of districts.

The City of Ocoee shall be divided into four (4) single-member districts effective upon the adoption of the initial geographic boundaries of such districts by the City Commission of the City of Ocoee.

§ C-66. Establishment of Districting Commission; alternate members; absences. [Amended 10-3-2017 by Ord. No. 2017-025³⁰]

- A. (1) Appointment of members. The City Commission shall establish a Districting Commission after April 1, 2021 or within three (3) months of receipt of the 2020 census data, whichever is earlier, and every ten (10) years thereafter a new Districting Commission shall be appointed by the City Commission within three (3) months of receipt of the relevant census data. A Districting Commission may also be appointed by the City Commission at such other times as deemed necessary by the City Commission. The Districting Commission shall consist of five (5) members and a first and second alternate member who shall be appointed by majority vote of the City Commission and who shall serve on such commission for terms of one (1) year, unless such terms are extended by the City Commission.

³⁰**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-13-2018. Said ordinance provided for an effective date of 6-1-2018.**

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- (2) Alternate members shall serve as a regular member of the Districting Commission; provided, however, an alternate member may not vote on a matter unless a member is absent. If a member is absent, the first alternate may vote on a matter in the place of the absent member. If a second member is absent, the second alternate may vote on a matter in the place of the second absent member.
 - (3) Absence by any member, including the alternates, from three (3) meetings of the Districting Commission shall result in automatic removal of the absent member and vacation of the seat of the absent member, whether such member's absence is excused or unexcused.
- B. Removal; vacancies.
- (1) Removal. Any member of the Districting Commission may be removed by the City Commission in accordance with the following procedures:
 - (a) The City Commission shall adopt by affirmative vote of a majority of all its members a preliminary resolution which must state the reasons for removal. A copy of the resolution shall be promptly delivered to the member of the Districting Commission sought to be removed.
 - (b) Within five (5) days after a copy of the resolution is delivered to the member sought to be removed, such member may file with the City Commission a written reply and/or a written request for a public hearing. This hearing shall be held at a City Commission meeting no earlier than fifteen (15) days and no later than thirty (30) days after the request is filed.
 - (c) The City Commission may adopt by affirmative vote of a majority of all its members a final resolution of removal, which may be made effective immediately. Such resolution, if adopted, must be adopted no earlier than six (6) days and no later than thirty (30) days from the date a copy of the preliminary resolution was delivered to the member sought to be removed, if such member has not requested a public hearing. If such member has requested a hearing, such resolution, if adopted, must be adopted within forty-five (45) days from the date of the hearing.
 - (2) Vacancies. In the event of a vacancy on the Districting Commission, the first alternate will assume the vacant seat. In the event of a second vacancy on the Districting Commission, the second alternate will assume the vacant seat. If any vacancy occurs in the Districting Commission and no alternate member is available to assume the vacant seat, a qualified individual shall be appointed by the City Commission to serve in place of the member who created the vacancy. Such vacancy shall be filled within thirty (30) days after the vacancy occurs.
- C. Powers and duties.
- (1) The Districting Commission shall serve as an advisory body to the City Commission with respect to the redistricting of the geographic boundaries of the four (4) single-member districts of the City of Ocoee.
 - (2) Upon its appointment in 2021, the Districting Commission shall review the most current, official census data, together with all other data relevant to the adjustment of geographic boundaries of the four (4) single-member districts.
 - (3) The Districting Commission shall prepare a report to the City Commission containing recommendations, if any, for the adjustment of district boundaries.
 - (4) All recommendations concerning the geographic boundaries of single-member districts shall be prepared in compliance with the legal standards relating to redistricting including but not limited to the following criteria:

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- (a) Each district shall be formed of compact, contiguous territory and shall be as rectangular as possible. To the extent possible, the boundary lines of each district shall follow the center lines of streets.
 - (b) The districts shall be based upon the principle of equal and effective representation as required by the United States Constitution.
 - (c) The boundaries of each district shall, to the extent possible, be aligned with the boundaries of the county precincts within the city and with the boundaries of the city.
 - (d) All reports containing recommendations shall include a map that sets forth the proposed boundaries of each district.
- D. Recommendations to the City Commission. All reports of the Districting Commission shall be available to the public and submitted to the City Commission in accordance with such reasonable deadlines as may be established by the City Commission or as may otherwise be required by law. Within two (2) months of the receipt of any such reports, the City Commission shall accept or reject the recommendations contained therein, or the City Commission may send such reports back to the Districting Commission for further study and consideration. The subsequent redistricting of the geographic boundaries of the four (4), single-member districts shall be done by ordinance by the City Commission; provided, however, that the City Commission shall not redistrict such boundaries until after receipt of a report from the Districting Commission containing recommendations relating thereto, unless the Districting Commission fails to deliver its report by the deadline established by the City Commission.
- E. Officers. The Districting Commission shall create and elect appropriate officers as it deems necessary for the orderly conduct of its specific duties.
- F. Support. It shall be the responsibility of the Planning Department, or such other department as may be designated by the City Manager, to provide technical data and assistance to the Districting Commission. City staff shall also be available to assist the Districting Commission as needed.
- G. Expenses. The City Commission shall appropriate funds to defray reasonable expenses of the Districting Commission.

§ C-67. Date of adoption of initial districts.

The City Commission shall adopt by ordinance the initial geographic boundaries of the four (4) single-member districts after receipt of a report by the Districting Commission containing recommendations concerning such boundaries, but in no event shall such initial boundaries be adopted later than June 1, 1992. Such ordinance shall designate four (4) single-member districts which will be identified in such ordinance as District Nos. 1, 2, 3 and 4.

§ C-68. Representation of districts.

In order to harmonize the terms of the present members of the City Commission with the form of government establishment by this Article, it is hereby provided that effective upon the adoption of the initial geographic boundaries of the single-member districts by the City Commission, each single-member district shall be represented by an incumbent City Commissioner as set forth below:

- A. District No. 1 shall be represented by the City Commissioner previously elected to Seat No. 1 for the duration of such Commissioner's current elected term of office.
- B. District No. 2 shall be represented by the City Commissioner previously elected to Seat No. 2 for the duration of such Commissioner's current elected term of office.

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- C. District No. 3 shall be represented by the City Commissioner previously elected to Seat No. 3 for the duration of such Commissioner's current elected term of office.
 - D. District No. 4 shall be represented by the City Commissioner previously elected to Seat No. 4 for the duration of such Commissioner's current elected term of office.

§ C-69. District residency requirements.

Effective upon the adoption of the initial geographic boundaries of the single-member districts by the City Commission, the City Commissioners shall be required to comply with the following residency requirements:

- A. The Commissioners to be elected in November 1992 must be bona fide residents of their respective districts as of the date of qualifying to run for office in order to qualify for and hold office as a Commissioner for their respective districts. Thereafter the City Commissioners representing said districts and elected to said seats must be bona fide residents of their respective districts in order to qualify for and to hold the office of Commissioner as required under § C-11 of Article III of this Charter.
- B. The Commissioners to be elected at the next general municipal election following the November 1992 election must be bona fide residents of their respective districts as of the date of qualifying to run for office in order to qualify for and hold office as a Commissioner for their respective districts. Thereafter the City Commissioners representing said districts and elected to said seats must be bona fide residents of their respective districts in order to qualify for and to hold the office of Commissioner as required under § C-11 of Article III of this Charter.
- C. Notwithstanding any provision contained herein to the contrary, any member of the City Commission who ceases to be a bona fide resident of the district which such member represents as a result of redistricting or a change in district boundaries by the City Commission shall continue to hold office for the duration of such members' term and shall continue to represent such district. **[Added 12-1-2009 by Ord. No. 2009-030³¹]**

§ C-70. Annexed territory.

After the establishment of the initial geographic boundaries of the districts, any territory annexed to or consolidated with the City of Ocoee shall, at the time of such annexation or consolidation, be added to an adjacent district or districts by an ordinance of the City Commission which may be a part of the annexation or consolidation ordinance.

§ C-71. Redistricting.

The City Commission shall, by ordinance adopted by a majority vote of all the members of the City Commission, redistrict the geographic boundaries of each single-member district after each official decennial census conducted by the United States Government and, to the extent permitted by law, after receipt of a report by the Districting Commission containing recommendations, if any, for the adjustment of district boundaries as required under § C-66 of this Article. District boundaries shall not be changed less than four (4) months prior to a regular municipal election, except to include territory annexed to or consolidated with the city. All redistricting of district boundaries shall be in accordance with the Constitutions and the laws of the United States and of Florida and the provisions of § C-66C(4)(a) through (d) of this Article.

³¹**Editor's Note: This ordinance was approved by the electorate of the City of Ocoee by referendum on 3-9-2010. Said ordinance provided for an effective date of 6-1-2010.**

- **SUMMARIZED PUBLIC COMMENTS FROM THE JULY 20TH CRC MEETING.**

Brad Lomneck, Ocoee Resident, asked a hypothetical question on the qualification process if the Charter amendment to move the qualifying date to December had been in place. He further asked the attorney's interpretation of the vacancy of a seat and confirmed that a person who vacates a seat could not be the successor of the seat they vacated; and further, requested confirmation that the interim could be a successor. **CRC Facilitator/Board Attorney Geller** addressed his questions, and provided his interpretation of C-17 C. of the Charter. He opined that section C-17 C., Filling of vacancies. "...*The successor shall serve for the unexpired term of the member who created the vacancy,*" could not be the same person but the City Commission would be the ones to determine that. He further opined that the person appointed as interim would not be affected from running as they did not create the vacancy.