CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● FEBRUARY 14, 2023

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner John Danio
c. Pledge of Allegiance

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1. –2023-R-7 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with AT&T to Move Forward with Phase III Utility Overhead to Underground Along Ridgewood Ave from Walker Street to the Northern City Limits; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES

1. Minutes - January 24, 2023 Workshop and January 24, 2023 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 9)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution –2023-R-8 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with AT&T to Move Forward with Phase III Utility Overhead to Undergrounding Along Ridgewood Avenue from Walker Street to the Northern City Limits; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2023-R-9 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of $59,010 for the Provision of a 6" Trailer Mounted, Compressor-Assisted Priming Pump; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2023-R-10 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Sole Source Purchase of Pumps for Lift Station 11 and Authorizing the City Manager to Execute the Purchase of Three (3) Wastewater Pumps in the Amount of $108,998 from Hydra Services, Inc.; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2023-R-11 A Resolution of the City of Holly Hill, Florida, Authorizing Piggybacking a Contract with USSI for In-Flow Abatement Services and Authorize the City Manager to Execute an Agreement for the Purchase of Services; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2023-R-12 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of $55,792 for the Provision of a 6" Compressor-Assisted Primer Pump, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Resolution –2023-R-13 A Resolution of the City of Holly Hill, Florida, Approving a Piggyback of State of Florida Contract #2500000-21-STC for the Purchase of a 2022 Ford F-150 through Step One Automotive Group, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

7. Resolution –2023-R-14 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a 2022 Toyota Camry Hybrid in the Amount of $28,607.00, Using the Florida Sheriffs Association Cooperative Purchasing Program Contract #FSA23-TOY1.0; Providing Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

8. Resolution –2023-R-15 A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplus According to Purchasing Policy Section 13.2; Providing for Severability; and Providing for an Effective Date.

   (Requested by Susan Lincoln, Finance)

9. Approving the Purchase of a Speed Measurement and Message Board Combo Trailer as Permitted with Fund from FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49.

   (Requested by Susan Lincoln, Finance)

8. REGULAR AGENDA

1. Resolution –2023-R-16 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Amending Project Carry Over Funds from the Fiscal Year 2021-2022 to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Susan Lincoln, Finance)

2. Request for Lien Reduction - 642 Center Avenue

   (Requested by Joseph Forte, City Manager)

3. Request for Lien Reduction - 1027 Daytona Avenue

   (Requested by Joseph Forte, City Manager)

9. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance –2023-O-3059 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinance to Provide the City with a Process to Abate Nuisances Listed in Section 26-61 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances; Providing for Notice to the Property Owner; Providing for Collection of Costs Incurred; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

   (Requested by Brian Walker, Board of Planning and Appeals)

10. COMMUNICATIONS

A. City Manager Comments

   a. Seek Direction on a Citizen Committee

      (Requested by Joseph Forte, City Manager)

B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

11. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with AT&T to Move Forward with Phase III Utility Overhead to Underground Along Ridgewood Ave from Walker Street to the Northern City Limits; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-7**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission has authorized staff to move forward with Phase III of the utility underground along Ridgewood Avenue from Walker Street to the northern city limits. AT&T is one of these utilities that will be relocated from the FPL poles into underground conduits.

The attached agreement will authorize AT&T to move forward with the design and the relocation of the facilities into the provided conduits to be installed by a contractor for the city. The cost for this relocation includes engineering, material cost, construction labor and contractor cost bringing the total to $435,731.22 excluding miscellaneous costs which are unknown until the construction is complete.

FISCAL ANALYSIS:

The funds for this project has been budgeted in FY 21-22 CRA under project 22-ST-08 account #139-8110-580-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the agreement and issue a check to AT&T in the amount of $435,731.22.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for

services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUNDING ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS.

ATTACHMENTS:

- AT&T Letter of Agreement (PDF)
- LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (PDF)

CRA Resolution No. 2023-7

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUND ALONG RIDGEWOOD AVE FROM WALKER STREET TO THE NORTHERN CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUNDING ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has authorized staff to move forward with Phase III of the utility overhead to undergrounding along Ridgewood Avenue from Walker Street to the northern City limits; and

WHEREAS, AT&T has submitted an agreement to move forward with the design and relocation of the facilities into the provided conduits at a cost of $435,731.22 excluding miscellaneous costs which are unknown until the construction is complete; and

WHEREAS, staff recommends that the Community Redevelopment Agency authorize the City Manager to execute the agreement with AT&T in the amount of $435,731.22.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency of the City of Holly Hill authorize the City Manager to execute the agreement with AT&T in the amount of $435,731.22 excluding miscellaneous costs which are unknown until the construction is complete.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023



CR #:
Project Number:

Customer Name:

Billing Address:

Contact Name:

Contact email Address:

Contact Phone Number:

Site Location:

AT&T has received a request from you to perform the following work:

Estimated Actual Cost Quote

Expenses Amount ENGINEERING LABOR

MATERIAL COST

CONSTRUCTION LABOR

CONTRACTOR COST

MISC. COST

Estimated Contract Price
Less Credits/Payments
Estimated Balance Due

Charges of $25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.



Attachment: AT&T Letter of Agreement (2023-R-7 : OH to UG PHASE III AT&T Construction CRA)

CR #:

Project Number:

This Custom Work Agreement ("Agreement") is entered into by and between

(hereafter "AT&T") and

(Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T . Advance payment based on estimated cost is required before work will begin for any project estimated to cost $25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that

Attachment: AT&T Letter of Agreement (2023-R-7 : OH to UG PHASE III AT&T Construction CRA)

the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

A. Counterparts. This Agreement may be executed in one or more counterparts, each of

Attachment: AT&T Letter of Agreement (2023-R-7 : OH to UG PHASE III AT&T Construction CRA)

which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.

C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.

F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #:

Project Number:

Attachment: AT&T Letter of Agreement (2023-R-7 : OH to UG PHASE III AT&T Construction CRA)

Date Quote Expires:

AT&T Design Engineer:

ACCEPTED FOR CUSTOMER: AT&T CWO Manager Contact Information

Date:
CWO Manager

Authorized Signature

Phone Number: Email Address:

Title:

Date:

Company:

Printed Name:

Please send check payable to AT&T CWO along with original signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Attachment: AT&T Letter of Agreement (2023-R-7 : OH to UG PHASE III AT&T Construction CRA)

LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST

February 2, 2023

CR #: 224322
Project Number: A02JSZH

Customer Name: City of Holly Hill
Billing Address: 453 LPGA Blvd, Holly Hill, FL 32117
Contact Name: Antoine Khoury
Contact email Address: akhoury@hollyhillfl.org
Contact Phone Number: (386) 248-9493
Site Location: US-1, Holly Hill, FL 32004

AT&T has received a request from you to perform the following work:

Relocate aerial facilities to underground along US-1, Holly Hill, FL. The project stretches from the intersection of Calle Grand St & US-1 to the intersection of Walker St & US-1.

Estimated Actual Cost Quote

Expenses	**Amount**
ENGINEERING LABOR	**$ 2,452.36**
MATERIAL COST	**$ 330,970.18**
CONSTRUCTION LABOR	**$ 14,195.47**
CONTRACTOR COST	**$ 88,113.21**
MISC. COST	**$ 0.00**
Estimated Contract Price	**$ 435,731.22**
Less Credits/Payments	**$ 500.00**
Estimated Balance Due	**$ 435,231.22**

Charges of $25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of **$ 435,231.22** must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-7 : OH to UG PHASE III AT&T

CUSTOM WORK AGREEMENT

CR #: 224322

Project Number: A02JSZH

This Custom Work Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and City of Holly Hill (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T **$ 435,231.22** . Advance payment based on estimated cost is required before work will begin for any project estimated to cost $25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from February 2, 2023 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-7 : OH to UG PHASE III AT&T

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-7 : OH to UG PHASE III AT&T

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.

C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.

F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-7 : OH to UG PHASE III AT&T



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 224322

Project Number: A02JSZH

Date Quote Expires: 4/4/2023

AT&T Design Engineer: Keith Hatch (KH917Y)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title:

Company:

Printed Name:

Date:

AT&T CWO Manager Contact Information

Gene Ferry

Digitally signed by Gene Ferry
Date: 2023.02.02 10:44:25 -06'00'

CWO Manager

Phone Number: (262) 347-5863

Email Address: gf2431@att.com

Date: February 2, 2023

Please send check payable to AT&T CWO along with original signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-7 : OH to UG PHASE III AT&T

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 14, 2023**
FROM: **Valerie Manning**
SUBJECT: **Minutes - January 24, 2023 Workshop and January 24, 2023 Regular City Commission Meeting**
NUMBER: **(ID # 4028)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the January 24, 2023 workshop and regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - January 24, 2023 - Regular City Commission meeting (PDF)
- Minutes - January 24, 2023 - Workshop (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JANUARY 24, 2023

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Penny Currie
Commissioner Currie led the invocation.

c. Pledge of Allegiance
Mayor Via led the Pledge of Allegiance to the Flag.

2. PRESENTATIONS

A. 2022 Corporate Citizen of the Year - Bill Gallagher, Solar Fit

1.

2022 Employee of the Year - Okalea Circelli, Payroll Coordinator

(Requested by Valerie Manning, City Clerk)

RESULT:	**NO VOTE NEEDED**

2.

2022 Citizen of the Year / Volunteer of the Year - Tommy Gray, HHPD VIP

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - January 24, 2023 - Regular City Commission meeting (4028 : Minutes)

RESULT:	**NO VOTE NEEDED**

3.

2022 Corporate Citizen of the Year - Bill Gallagher, Solar Fit

(Requested by Valerie Manning, City Clerk)

RESULT:	**NO VOTE NEEDED**

3. PUBLIC COMMENTS

The following individual spoke to the Mayor and Commissioners:

Jim Legary, Holly Hill.

4. APPROVAL OF MINUTES

1.

Minutes - January 10, 2023 Workshop and January 10, 2023 Regular City Commission & CRA Meeting

(Requested by Valerie Manning, City Clerk)
Mayor Johnson opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 24th day of January, 2023, in Holly Hill

5. CONSENT AGENDA - NONE

6. REGULAR AGENDA

1. -2023-R-5 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Appropriating FDOT Speed and Aggressive Grant Award to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

Attachment: Minutes - January 24, 2023 - Regular City Commission meeting (4028 : Minutes)

(Requested by Susan Lincoln, Finance)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2023-R-5
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, APPROPRIATING FDOT SPEED AND AGGRESSIVE GRANT AWARD TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a $65,000 Speed and Aggressive Driving grant from State of Florida Department of Transportation; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2022-R-75 approving the Annual Operating Budget for Fiscal Year 2022-2023; Resolution 2022-R-88 amending the Annual Operating Budget for Fiscal Year 2022-2023; and

WHEREAS, the City of Holly Hill, by subsequent Resolution 2022-R-88 amending the Annual Operating Budget for Fiscal Year 2022-2023; and

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2022-2023 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

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impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2022 through September 30, 2023. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of JANUARY, 2023.

Enacted and approved this 24th day of January, 2023, in Holly Hill

2. -2023-R-6 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)
Mayor Via opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION
2023-R-6
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City amends its annual budget as changes to the budget occur during the year, the City has amended the current budget for such changes by the following Resolutions; 2022-R-75, adopted an operating budget for Fiscal Year 2022-2023; Resolution 2022-R-88, amended the operating budget for Fiscal Year 2022-2023; and

WHEREAS, this resolution, amending the budget, is to account for additional revenue from the Edward Byrne Memorial Justice Assistance Grant Program (JAGD) with an adjustment of $2,259 revenues and expenditures in total pursuant to itemizations contained in

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Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust the Fiscal Year 2022-2023 budget.

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

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill amends the Fiscal Year 2022-2023 budget by revising the budget in total pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of JANUARY, 2023.

Enacted and approved this 24th day of January, 2023, in Holly Hill

3.

Request for Lien Reduction - 144 Burleigh Avenue

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 24th day of January, 2023, in Holly Hill

7. PUBLIC HEARINGS

1. -2023-O-3054 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed Use Development District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation.

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Heidi Heller, Holly Hill, spoke.

Mayor Via closed public participation.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

ORDINANCE
2023-O-3054
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED USE DEVELOPMENT DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED USE DEVELOPMENT DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its

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Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon recording.

APPROVED AND AUTHENTICATED on the 24th day of JANUARY, 2023 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:

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LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN

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THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as ZEN LIVING APARTMENTS Planned Unit Development (PUD) located at 331 Ridgewood Avenue (NE corner of Ridgewood Avenue and 3rd Street (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2023, by and between the CITY OF

HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Majestic Oaks Daytona LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 12705 Wyndham West Drive, Glen Allen, VA 23059.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to, or is the contract purchaser of, the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for

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the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

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

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

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3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Multi-family Dwelling - 120 units

B. Accessory uses permitted in conjunction with principal use:
1. Pool and Clubhouse
2. Delivery Drop Off, Rideshare Pick-Up Station
3. Exercise Stations, recreational benches and walking paths

C. Apartment Sizes:
One bedroom - 776.25 square feet
Two bedroom - 922.37 square feet

D. Prohibited principal uses, if any:
1. Unless a use is specifically permitted in this agreement, it is prohibited.

E. Proposed maximum density (in number of dwelling units per acre) 23 (this includes a density bonus):

F. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property.

G. Open Space: Minimum general open space shall be 25% of the gross square footage of the Subject Property. General open space includes all landscaped buffers,

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amenitized ponds and all other pervious surfaces. Minimum common open space shall be 15% of the gross square footage of the Subject Property. Common open space consist of the pool, clubhouse, pond perimeter with walking path and exercise stations. General open space (a minimum of 25%) and common open space (a minimum of 15%) shall together consist of a minimum of 40% of the property's gross square footage.

H. Minimum landscaping requirements are as shown on the landscaping plans.

I. Minimum landscaped buffer-yard requirements are as follows:
Along Ridgewood Avenue - 25 feet
Along 3rd Street - 15 feet
Along all other property lines - 10 feet

J. Minimum lot size area: 5.4 acres

K. Minimum setbacks:
1. Along Ridgewood Ave - 30 feet
2. Along 3rd Street - 15 feet
3. Along Rear (East) Property Line - 25 feet
4. Along all other property lines - 10 feet

L. Maximum building height (in feet) 40 feet

M. Minimum parking standards are as shown and stated on the Preliminary Plan.

N. Lighting shall not exceed .5-foot candles at the property line.

O. The project shall consist of a single phase.

P. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

Q. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.

R. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

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S. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

T. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts for City roads only.

6. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: **NONE**.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

9. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on

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appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

12. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the

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Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

13. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

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17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Majestic Oaks Daytona LLC

Kalpak Shah

12705 Wyndham West Dr

Glen Allen, VA 23059

Email: kshah@kayakhg.com

Phone: 804-366-3961

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for

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notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

23. **Covenant Running with the Land.** This Agreement shall run with the Subject 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 Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

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

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Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **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; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____	_____
Signature of Witness # 1	Signature
_____	_____

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Print or type name

Print or type name

As:

_____

Signature of Witness #2

_____

Print or type

_____

Print or type name

ATTEST:

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

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_____

Printed Name

Commission No.: _____

My Commission Expires: _____

DEVELOPER

By:

_____ _____

Signature of Witness # 1 Signature

_____ _____

Print or type name Print or type name

As:

_____ _____

Signature of Witness #2 Print or type

_____ **ATTEST:**

Print or type name

_____

Signature

_____

Print or Type Name

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As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By:

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_____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

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My Commission Expires: _____

Approved as to form and legality for use and

reliance by the City of Holly Hill, Florida

_____

Scott Simpson
City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE

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90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

Preliminary Development Plan

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Enacted and approved this 24th day of January, 2023, in Holly Hill

2. –2023-O-3059 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinance to Provide the City with a Process to Abate Nuisances Listed in Section 26-61 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances; Providing for Notice to the Property Owner; Providing for Collection of Costs Incurred; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS]**	**Next: 2/14/2023 6:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Roy Johnson, District 4 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	

3.

Rick Maugeri, Applicant, Requests Preliminary Plat/Final Engineering Approval, for a 134-Lot Subdivision Called the Vineyards. the Vineyards Development is on a 14.24-Acre Parcel Located Approximately 900 Feet West of Center Avenue on the South Side of 6Th Street.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 24th day of January, 2023, in Holly Hill

8. COMMUNICATIONS

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A. City Manager Comments

Mr. Forte informed the Mayor and Commissioners that he did speak with the Principal at the school about the capacity, over crowding issues that they have. He sent a letter to Clay Irvin at the County with regards to making sure that they have on record the growth that the Commission is seeing in some of these projects that are coming forward. It came back to him that Holly Hill was showing "no growth" and then he was also in touch with the planner for the school board to make sure she was aware of what the growth is that the city has. Some things she has on record and other things she does not yet because it's not at that stage. Mr. Forte stated he has done what he can as far as making them aware of the growth that Holly Hill has coming and he will probably be reaching out to Saralee Morrissey just for some advice from her and also looking into what was supposed to be the development plans for when they built that K-8 School, the expansion of the cafeteria and some other items that he doesn't think were done when that project was completed.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny mentioned that Volusia League of Cities has a presentation called Civics 101, it's about an hour long program and the presidents goal is to have it in every city in the next 18 months and she will come out and tailor fit a program for our community, if there's any Bills that affect the city she would speak about those, just to get people informed about political process, what the Volusia League of Cities does, what the Florida League of Cities does and help us to get citizens more of a conduit between local government and the State. If it's anything that the city is interested in, they are offering it up to us. Commissioner Penny spoke about the overcrowding at the schools. He thought that the State of the City Address was one of the best ones he attended in years. The venue was great, the food was great, everyone's presentation and speeches was just the right length of time. It was very well organized. The Mayor did a great job.

Commissioner Johnson mentioned that the Volusia Sports Center will be opening soon.

D. Mayor's Comments

Mayor Via thanked all the employees for help with the State of The City Address last week. Spoke briefly about the Mayors Roundtable meeting this past Monday and they are creating three committees and one of them were about bridges going across, which Holly Hill doesn't have that so we're not going to participate in that but there are two, there's one in particular that he wants to serve on and that is the *Nova Canal Task Force* and that is to discuss the Nova Canal which was built well over 100 years ago, we're one of the main outfalls, we're the only ones and it affects Holly Hill greatly. Senator Rubio and the Governor are very interested in helping to… look to improve that and it would help flooding not only in Holly Hill but in Daytona and Ormond and everywhere along the Nova Canal. It's very much over capacity. It was built for farms back in the day. It's important so he volunteered to serve on that board. If there's no objection from the Commission, which he doesn't see any, he will serve on that board. Also, he said that someone from the Commission could serve on the Transportation Committee, not a lot of information has been put out about that but if anybody would like to serve on that he said that the city would participate and Mr. Forte is going to participate with us on both of

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those boards. They want the City Managers involved as well. Without any objection, they will do that and please give it some thought to the Transportation Committee and he will get them information when it becomes available and if no one wants to step up and do it, he will serve on it.

9. ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.

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CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JANUARY 24, 2023

City Commission Chamber **Work Session** **4:30 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. RV PARK STORMWATER RETENTION - DISCUSSION

Mr. Forte briefly went over what he discussed at length with the Mayor and City Commissioners at the regular City Commission meeting on January 10, 2023 as it pertains to the RV Park Stormwater retention and the recommendations by the City Engineer Andrew Giannini from Mead & Hunt and Zev Cohen's Engineer. This workshop is to help educate and inform all of us as to what the conditions are and what we may or may not be agreeing to and whether or not Mr. Giannini has the ability, based on his professional opinion, to sign off on the stormwater portion of this project. Zev Cohen is not here tonight, just the city's engineer. It's Mr. Giannini's opinion as to what it means and what the outcome of this may be. He is here for questions and concerns for him and see if you can find a comfortable place to be and hopefully, we will reach a conclusion.

Andrew Giannini, City's Engineer from Mead & Hunt explained to the Mayor and Commissioners the following calculations as it pertains to the RV Park Stormwater.

EXISTING VS PROPOSED

Elevation	Existing Volume	Proposed Volume	Difference
2.5	0	0	
3	2.657	4.73325	2.077
4	8.766	9.962	1.196
5	13.771	10.531	-3.240
Total	25.19325	25.22625	

Mr. Giannini informed them that he is the final QAQC on the review of the site plans and

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when he came across this, these calculations stuck out to him. On the right side is Zev Cohen's compensating storage calculations. This site is in a flood plain. It's west of the railroad tracks. Any kind of filling in the floodplain, you have to compensate for it by digging out uplands that are not in the floodplain. That's how you get your compensating storage. Zev Cohen's calculations on the right side of this table shows the existing calculations for the volume. On the right they will see the volume in acre feet from 2.5 elevation to 5. So, 2.5 is where they started, which is a seasonal high water table. Then 5 is the 100 year floodplain elevation. In their existing calculations, they said, "Okay, we have 25.194 acre feet of storage in the pre-development condition." They use the topography to calculate that out. On the left side of the table, he just confirmed that Zev Cohen did their calculations correctly. If they go to the next two tables and go to the right, that table there is the proposed volumes. In the proposed volume starting at 2.5 all the way to 5, you have 25.226 acre feet. Zev Cohen's calculations show that they are not filling the floodplain, basically. So I start looking at elevations between 4 and 5, and if they go to the left side of that spreadsheet and go down, there they have their elevation 2.5 to 5 then they have the volumes in the existing and the volumes in the proposed and they will see for each level, from 2.5 to 3 there's a certain amount of volume then 3 to 4 then 4 to 5. Notice between 4 and 5 on the far right, the difference between the existing and the proposed, your reducing the volume by 3.24 acre feet. That kind of jumped out at him and said it's not a good thing to reduce your floodplain volume. Although, they are meeting, basically, engineering standards for our area, most of the engineers start at the seasonable high water table and they go up to the 100 year floodplain. Being a conservative engineer, I look at all the different levels and that just stuck out to me and I commented on it because I thought it needed to be brought to their attention. If that volume gets filled to 4, after 4 you don't have the same amount of volume that you need between 4 and 5, which could be a problem. They are using industry standard. I could not find anywhere in there in the writing where…in FEMA or any other jurisdiction, where it tells you to start at estimated seasonal high water table to figure out your floodplain compensation. But that's what's been used around this area by engineers. That's his explanation. Mr. Giannini asked the Mayor and Commissioners if there were any questions to what he just went over.

The Mayor and Commissioners asked questions of Mr. Giannini at this time and clarification and discussions took place during this time.

Mayor Via asked Mr. Giannini is his professional opinion still that the city still needs to change the policy now and get away from using the seasonal high water mark? Is that what your recommendation is to us as a body?

Mr. Giannini stated yes, he would agree with that. I think that due to things that are changing in our world, we need to be more conservative with things like floodplains and he thinks looking at that, it's not going to change drastically, that elevation between 4 and 5. Four is probably their 10 year floodplain so between 4 and 5, look at that elevation and compare it to 3 and make sure you have enough floodplain in there. The 5 is the 100 year floodplain. The 4 is approximately a 10 year floodplain.

Mayor Via stated for this project, overall, they're fine.

Mr. Giannini stated their fine using those calculations starting at the seasonable high water

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level, they're fine. In my opinion, that 4 to 5 is where they're reducing the volume between that elevation 4 and 5, they're reducing that volume by 3.24 acre feet. Five is the 100 year, which is 13 inches of rain in 24 hours.

The Mayor and Commissioners thanked Mr. Giannini for coming and asked for him to stay just in case any further questions arise.

Mr. Forte asked what happens next? Do they sign off on the permit now?

Mr. Giannini stated it's totally up to the City Commission. We brought this to your attention and in the Code it does…there are provisions for them to do other analysis that proves that they're not causing flooding such as possibly modeling the watershed with their pre-impost conditions and they can do that fairly easily. We do have a model that we developed when we did the stormwater masterplan. They can take that model and they can do a pre-impost model and show the stages in that area whether it rises or not in the 100 year flood. That's something that's in the city's Code. It does talk about doing further analysis.

Mr. Forte stated his question is if they go back to Zev Cohen and ask them to do further modeling, how long will that take and what are we going to do with the results? If the results are favorable, we move forward. If the results are not favorable, what do we do? The only way this project gets approved is if Mr. Giannini sign's off on it.

Mayor Via stated he is trying to look at this in a bigger standpoint, this particular project, obviously what the Commission decides to do can affect them and that's a big deal. All of us up here very much want this RV Park, we believe it will be great for the City of Holly Hill so he doesn't think that's up for debate. He hopes his comments don't reflect on his support for that project but I'm looking at this also, I think we have to look factually at the number and I just don't want to go down a path of having our engineer telling us his professional opinion and I feel uncomfortable overriding that opinion. He thinks the question is how do they move forward and he believes he heard tonight if this Commission moves this forward then their engineer (Zev Cohen) would have to do remodeling and if it comes back that it says it's going to flood out this neighborhood, if that happens I am not comfortable saying, "Yes, I want this to move forward." In fact, I am the opposite. I will not put one project over one house, two houses, dozens of houses or neighborhoods. I won't do it. I understand what the project means for the city so I'm not talking bad about the project. I think it's much bigger than the project. Mayor Via stated his question though is, if we move forward, if the modeling came back and told the city it wasn't good, and this Commission decided that we would not move forward with that project, Attorney Simpson, what are our legal ramifications here, what can you tell us on record to give us advice that if we had to not move forward with the project, meaning moving forward with changing the city's policy here, we're half way through the game, can you advise us legally?

Attorney Simpson shared a couple of things, liability wise, that they can look at with this. Attorney Simpson shared those things with the Mayor and Commissioners at this time.

Mr. Forte stated no permits have been issued yet. What Mr. Walker is waiting for to issue permits is for the full package to be reviewed and signed off and right now we're pending the city's engineer's sign-off on it. The question is, will Mr. Giannini sign off on this project tomorrow as being acceptable or is he looking for more information before he's willing to

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sign off on it. I can't tell Mr. Giannini to sign off on it and I don't know if the Commission can tell him to sign off on it.

Commissioner Currie suggested they ask Mr. Giannini what the next step is.

Mr. Giannini stated like I said earlier, the Commission has the authority to override my comments, that's in my opinion. Like you said, the engineers are complying with industry standards are. He just brought the attention to the reduction in the flood storage between 4 and 5 because it jumped out at me and me being a conservative engineer, did not want to see further flooding in Holly Hill, which I believe will happen. That's my opinion. The Commission has the right to override my opinion.

There was ***CONSENSUS* that they all agree that the project meets the industries standards set by the seasonal high. They are not overruling. They are just choosing to use the standards for this project as they have for every other project and as they know, every other project in Volusia County has been held to the same standard. They are not giving any special consideration into this project. They are not making any exceptions. They are not overruling anyone's professional opinion. They are applying the industries standards to this project.**

Mr. Forte stated that was well said but we still don't have commitment that the engineer is going to sign off and what Mr. Giannini is saying is he has an opinion. It's no different than Attorney Simpson having a legal opinion and you don't agree with it. He's not going to change his "opinion".

Mayor Via stated based on the Attorney's advice this project should be held to that standard that we did not have at the beginning of this process.

Mr. Giannini stated yes, based on this meeting, I would sign off saying it's acceptable to move forward. In light, I would say, maybe in the future, the city needs to look at other policies with relation to the floodplain.

(A copy of this workshop in its entirety is available on CD upon request to the City Clerk or by listening online on the city's YouTube channel)

3. UPDATE TO THE CAPITAL IMPROVEMENT PROJECT LIST & LEGACY PROJECT CHANGES

Mr. Forte mentioned every week staff meets and goes over the Capital Improvement Plan and we keep track of what's going on, what's been spent, what the bids are coming in at and due to price increases and delays on materials coming in, things are not moving as quickly as we had hoped. He is talking mostly about the legacy projects that they've talked about before where they were going to hire ZHA to help fulfill those and then we found out that ZHA was too expensive so we reorganized the department and Steve at Public Works became the Project Manager over these. The number of projects that we think we can do, we are not going to be able to do. We will run through this project list the same way we would at our bi-weekly Wednesday meetings and Mr. Khoury will run down the list, where we are, what the status is, where there is funding available, where there is funding shortfalls, what we may delay, what we may replace because we're going to replace some projects because priorities have changed.

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At this time a brief PowerPoint presentation was shown to the Mayor and Commissioners by the Public Works Director Antoine Khoury.

(A copy of this workshop in its entirety is available on CD upon request to the City Clerk or by listening online on the city's YouTube channel)

4. ADJOURNMENT

The workshop adjourned at approximately 6:00 PM.

Attachment: Minutes - January 24, 2023 - Workshop (4028 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with AT&T to Move Forward with Phase III Utility Overhead to Undergrounding Along Ridgewood Avenue from Walker Street to the Northern City Limits; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-8**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission has authorized staff to move forward with Phase III of the utility overhead to undergrounding along Ridgewood Avenue from Walker Street to the northern city limits. AT&T is one of these utilities that will be relocated from the FPL poles into underground conduits.

The attached agreement will authorize AT&T to move forward with the design and the relocation of the facilities into the provided conduits to be installed by a contractor for the city. The cost for this relocation includes engineering, material cost, construction labor and contractor cost bringing the total to $435,731.22 excluding miscellaneous costs which are unknown until the construction is complete.

FISCAL ANALYSIS:

The funds for this project is approved in the FY 21-22 CRA budget under project 22-ST-08 account # 139-8110-580-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the agreement and issue a check to AT&T in the amount $435,731.22.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUND ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS.

ATTACHMENTS:

- AT&T Letter of Agreement (PDF)
- LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (PDF)

Resolution No. 2023-8

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUNDING ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AT&T TO MOVE FORWARD WITH PHASE III UTILITY OVERHEAD TO UNDERGROUND ALONG RIDGEWOOD AVENUE FROM WALKER STREET TO THE NORTHERN CITY LIMITS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has authorized staff to move forward with Phase III of the utility overhead to undergrounding along Ridgewood Avenue from Walker Street to the northern City limits; and

WHEREAS, AT&T has submitted an agreement to move forward with the design and relocation of the facilities into the provided conduits at a cost of $435,731.22 excluding miscellaneous costs which are unknown until the construction is complete; and

WHEREAS, staff recommends that City Commission authorize the City Manager to execute the agreement with AT&T in the amount of $435,731.22.

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

SECTION 1. That the City Commission of the City of Holly Hill authorize the City Manager to execute the agreement with AT&T in the amount of $435,731.22 excluding miscellaneous costs which are unknown until the construction is complete.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY,

2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023



CR #:
Project Number:

Customer Name:

Billing Address:

Contact Name:

Contact email Address:

Contact Phone Number:

Site Location:

AT&T has received a request from you to perform the following work:

Estimated Actual Cost Quote

Expenses Amount ENGINEERING LABOR

MATERIAL COST

CONSTRUCTION LABOR

CONTRACTOR COST

MISC. COST

Estimated Contract Price
Less Credits/Payments
Estimated Balance Due

Charges of $25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.



Attachment: AT&T Letter of Agreement (2023-R-8 : OH to UG Phase III AT&T Construction)

CR #:

Project Number:

This Custom Work Agreement ("Agreement") is entered into by and between

(hereafter "AT&T") and

(Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T . Advance payment based on estimated cost is required before work will begin for any project estimated to cost $25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that

Attachment: AT&T Letter of Agreement (2023-R-8 : OH to UG Phase III AT&T Construction)

the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

A. Counterparts. This Agreement may be executed in one or more counterparts, each of

Attachment: AT&T Letter of Agreement (2023-R-8 : OH to UG Phase III AT&T Construction)

which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.

C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.

F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #:

Project Number:

Attachment: AT&T Letter of Agreement (2023-R-8 : OH to UG Phase III AT&T Construction)

Date Quote Expires:

AT&T Design Engineer:

ACCEPTED FOR CUSTOMER: AT&T CWO Manager Contact Information

Date:
CWO Manager

Authorized Signature

Phone Number: Email Address:

Title:

Date:

Company:

Printed Name:

Please send check payable to AT&T CWO along with original signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Attachment: AT&T Letter of Agreement (2023-R-8 : OH to UG Phase III AT&T Construction)

LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST

February 2, 2023

CR #: 224322
Project Number: A02JSZH

Customer Name: City of Holly Hill
Billing Address: 453 LPGA Blvd, Holly Hill, FL 32117
Contact Name: Antoine Khoury
Contact email Address: akhoury@hollyhillfl.org
Contact Phone Number: (386) 248-9493
Site Location: US-1, Holly Hill, FL 32004

AT&T has received a request from you to perform the following work:

Relocate aerial facilities to underground along US-1, Holly Hill, FL. The project stretches from the intersection of Calle Grand St & US-1 to the intersection of Walker St & US-1.

Estimated Actual Cost Quote

Expenses	**Amount**
ENGINEERING LABOR	**$ 2,452.36**
MATERIAL COST	**$ 330,970.18**
CONSTRUCTION LABOR	**$ 14,195.47**
CONTRACTOR COST	**$ 88,113.21**
MISC. COST	**$ 0.00**
Estimated Contract Price	**$ 435,731.22**
Less Credits/Payments	**$ 500.00**
Estimated Balance Due	**$ 435,231.22**

Charges of $25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment of **$ 435,231.22** must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-8 : OH to UG Phase III AT&T

CUSTOM WORK AGREEMENT

CR #: 224322

Project Number: A02JSZH

This Custom Work Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and City of Holly Hill (Customer).

AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T **$ 435,231.22** . Advance payment based on estimated cost is required before work will begin for any project estimated to cost $25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from February 2, 2023 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-8 : OH to UG Phase III AT&T

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-8 : OH to UG Phase III AT&T

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.

C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.

F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-8 : OH to UG Phase III AT&T

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 224322

Project Number: A02JSZH

Date Quote Expires: 4/4/2023

AT&T Design Engineer: Keith Hatch (KH917Y)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title:

Company:

Printed Name:

Date:

AT&T CWO Manager Contact Information

Gene Ferry

Digitally signed by Gene Ferry
Date: 2023.02.02 10:44:25 -06'00'

CWO Manager

Phone Number: (262) 347-5863

Email Address: gf2431@att.com

Date: February 2, 2023

Please send check payable to AT&T CWO along with original signed agreement to:
AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

Attachment: LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST (2023-R-8 : OH to UG Phase III AT&T

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of $59,010 for the Provision of a 6" Trailer Mounted, Compressor-Assisted Priming Pump; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-9**
APPLICANT:
PLANNER:

DISCUSSION:

Staff has determined that a direct purchase of a sewer dedicated pump through the Florida Sheriffs Association Cooperative Purchasing Agreement Contract FSA20-EQU18.0, included as Exhibit 'A' will allow the City to purchase a 6" trailer mounted pump at the best cost without the expense of purchasing this pump through the public bid process. The specifics of this pump is included as Exhibit 'B'. A proposal from Thompson Pump honoring the contract cost is included under Exhibit 'C'. The cost of this pump is $59,010.00.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

> The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process

(i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The cost of this pump is $59,010.00 and the funding will be accomplished by reallocating the needed funds from 21-WW-05 Sand Filter Rehab project that is being reduced in scope due bids were higher than the budgeted amount.

STAFF RECOMMENDATION:

Approve the proposal from Thompson Pumps for a direct purchase of a 6" trailer mounted, compressor-assisted primer pump and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE OF A 6" TRAILER MOUNTED, COMPRESSOR-ASSISTED PRIMING PUMP IN THE AMOUNT OF $59,010 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - FSA20-EQU18.0 (PDF)
- Exhibit B - 6 inch compressor-Assisted Solids Handling Pump 6JSCEE (PDF)
- Exhibit C - Thompson Pump Quote (PDF)

Resolution No. 2023-9

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF $59,010 FOR THE PROVISION OF A 6" TRAILER MOUNTED, COMPRESSOR-ASSISTED PRIMING PUMP; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF $59,010 FOR THE PROVISION OF A 6" TRAILER MOUNTED, COMPRESSOR-ASSISTED PRIMING PUMP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received a proposal for a direct purchase of a 6" trailer mounted, compressor-assisted primer pump from Thompson Pump at a cost of $59,010.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute a direct purchase of a 6" trailer mounted, compressor-assisted primer pump with Thompson Pump in the amount of $59,010.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract: FSA20-VEL28.0 – Pursuit,
Administrative and Other Vehicles
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under "VEH" contract.)

Contract Terms and Conditions

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Table of Contents

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

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1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856_vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
   1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
   2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
   3. Manufacturer's Annual U.S. Price Book
   4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.
In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word “Credit” at the beginning of the description, and continue to describe the option being credited. For example, “Credit: one key fob” that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens
Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
Bidders must submit their bid electronically using the on the FSA bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option
The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment
On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook_639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled “Instructions” must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

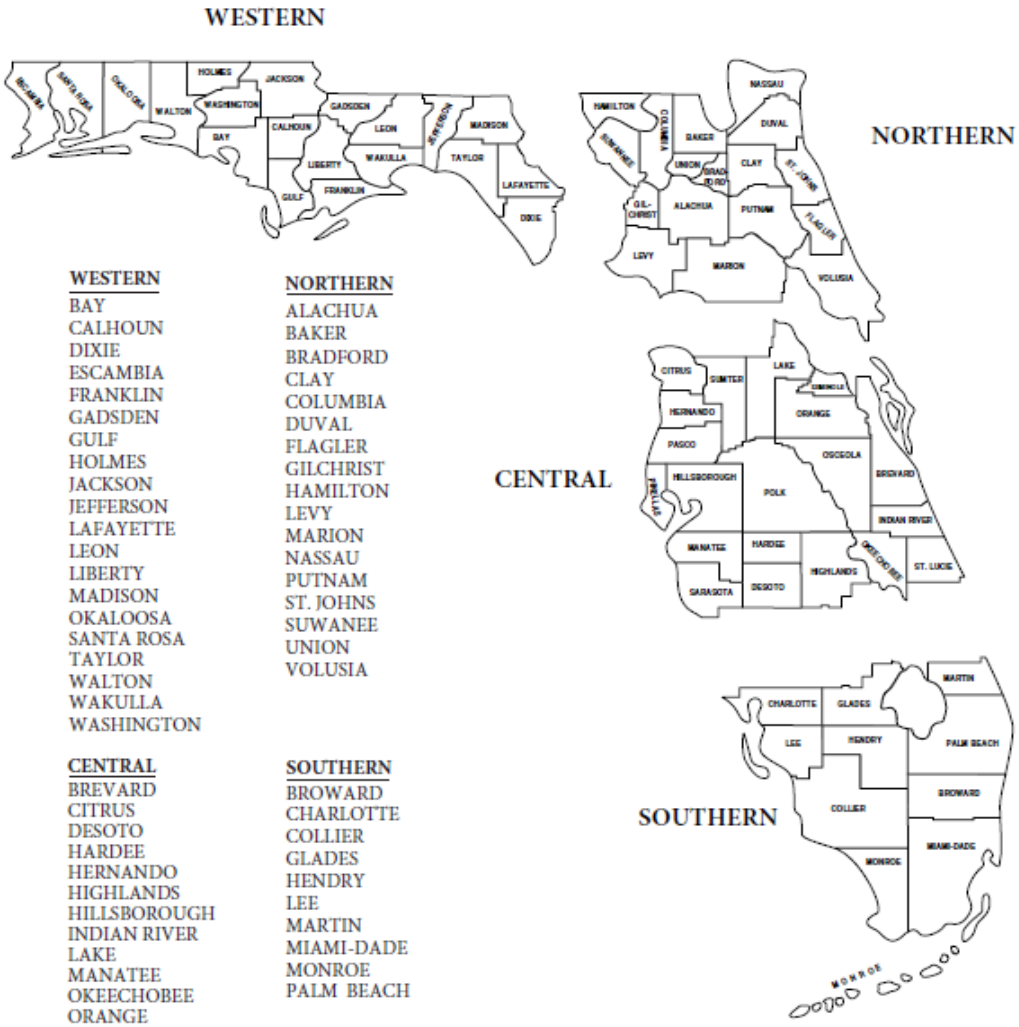
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix C

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

FLORIDA SHERIFFS ASSOCIATION
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Appendix D

Sales

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty.	Total PO Amount	Estimated Delivery Date	Admin Fee Based on PO
Grand Totals Linked to the Bottom Row							$ -		$ -
							$ -		$ -
							$ -		$ -

FLORIDA SHERIFFS ASSOCIATION

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Appendix E

Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.
For the most up to date information on these events, please refer to https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements.

Attachment: Exhibit A - FSA20-EQU18.0 (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer Mounted

THOMPSON PUMP
EXPERIENCE INNOVATION

Model: 6” Compressor-Assisted Solids Handling Pump

Name: 6JSCEE

With its heavy-duty construction and fast priming capabilities, the Thompson 6JSCEE solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 6JSCEE is designed for moderate flows up to 2,310 gpm and heads up to 95 feet making it perfect for sewage bypass pumping or general construction dewatering.



Photo shown may not be exact model.

Consult factory for other options including but not limited to trailers and stainless steel impellers.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile-iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 9.5” x 15°.
Mechanical Seal	Dry-running, grease or oil lubricated with tungsten carbide rotating and silicon carbide stationary seal faces. Single inside mounted, non- pusher type wi self-adjusting elastomeric bellows. Other compo-nents are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial ar radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE 1144 steel fitted with a 416 stainless-steel sh sleeve.

Technical Specifications			
Suction Size	6 in (15.24 cm)	Approximate Dry Weight	4,100 lbs (1,859.73 kg)
Discharge Size	6 in (15.24 cm)	Best Efficiency	71%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,200 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	41 psi (325.34 kPa)

Fuel Tank Options*		Isuzu
Modular (M)	100 Gal	74 Hours
Double-Wall (D)	75 Gal	55 Hours
Modular Large Capacity (X)	150 Gal	111 Hours
Double-Wall Large Capacity (Z)	150 Gal	111 Hours

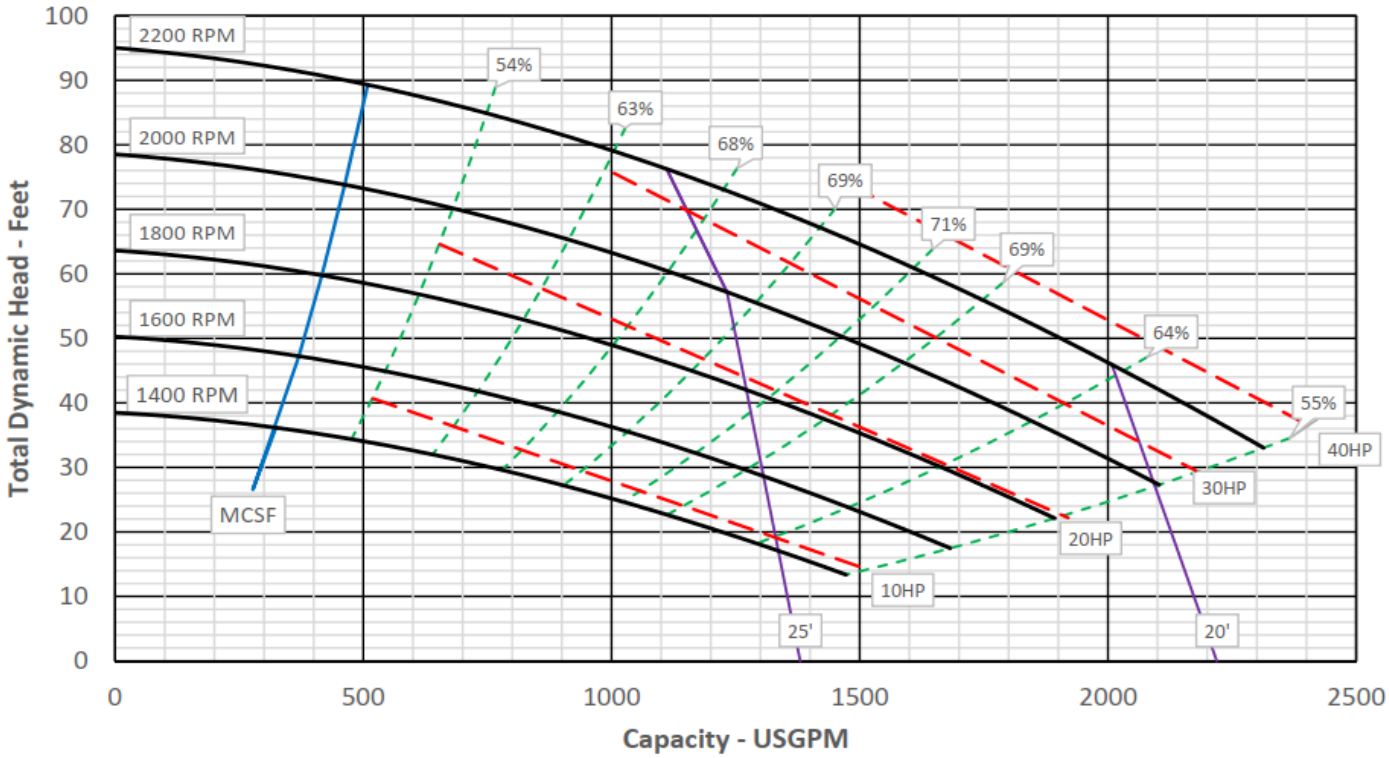
*Contact factory for fuel tank sizes not listed above.

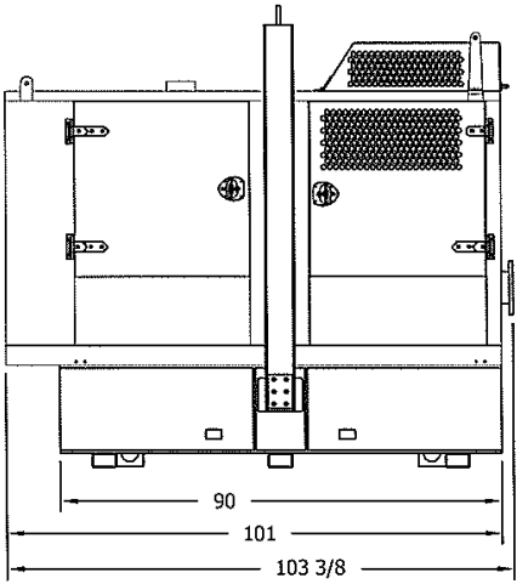
Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

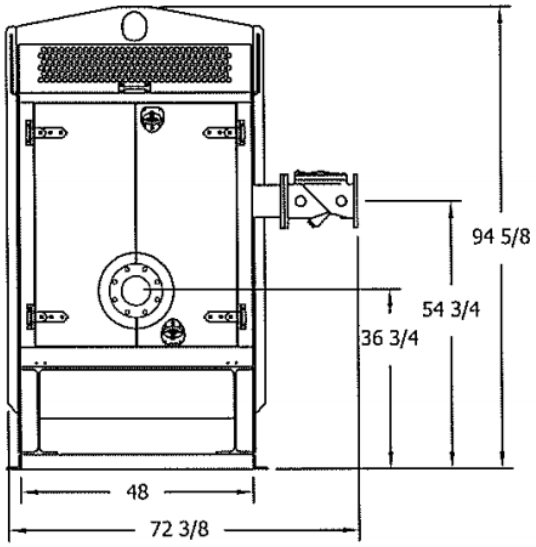
Nationwide 800-767-7310 • International +1-386-767-731
sales@thompsonpump.com

Nov-22

Attachment: Exhibit B - 6 inch compressor-Assisted Solids Handling Pump 6JSCEE (2023-R-9 : Authorization to Piggyback Florida Sheriffs







Isuzu 4LE2T—43 hp @ 2,400 rpm				
Typical Operating Speed	2,200 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	95 ft (22.86 m)	2,200 rpm	0.390 lb/hp-hr	44 hrs
Maximum Flow Capacity	2,310 gpm (493.72 m^3/hr)	2,000 rpm	0.386 lb/hp-hr	56 hrs
Maximum Fuel Consumption	2.22 gph (8.4 L/hr)	1,800 rpm	0.378 lb-hp-hr	74 hrs

*Engine run times calculated based on a 100 gallon fuel tank.

Attachment: Exhibit B - 6 inch compressor-Assisted Solids Handling Pump 6JSCEE (2023-R-9 : Authorization to Piggyback Florida Sheriffs

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

January 27, 2023

Quote # FL-BL-23011A

City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

PH: (386) 248-9493
FAX: (386) 248-9499
E: akhoury@hollyhillfl.org

RE: FY 2021-2023 6" Trailer Mounted, Compressor-Assisted Priming Pump

Mr. Antoine Khoury PE – City Engineer / Public Works Director,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Holly Hill for general de-watering & backup lift station operations.

Per your request, we are providing 2020-2023 Florida Sheriffs Association Contract Package Item # 276 pricing for (1) Thompson Pump Model **6JSCEE-DIST-4LE2T-MC**, a 6" trailer mounted, sound attenuated, compressor-assisted priming pump with auto start/stop via floats with options. The net price is derived from our 2021 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment. This Florida based government contract enables the City of Holly Hill to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item # 276.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Attachment: Exhibit C - Thompson Pump Quote (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA20-EQU18.0 / Item # 276

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 41,269.00	$ 41,269.(
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24 month warranty				
Delete Option:				
<< Deduct Option- Downgrade pump from 6JSC to 6JSC-LHP-9.5	6JSC-LHP-9.5	**1**	($ 793.00)	($ 793.(
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-LHP with Silent knight enclosure	4/6-SK	**1**	$ 10,633.00	$ 10,633.(
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED outside work lights with toggle switch	Outside Work Lights	**1**	$ 665.00	$ 665.(
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside Work Lights	**1**	$ 510.00	$ 510.(
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	120V Battery Charger	**1**	$ 471.00	$ 471.(
<< ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	Hose Racks	**1**	$ 884.00	$ 884.(
<< ADD Option- Upgrade pumping system with corrosion resistant coating to SK enclosure	SK Protection	**1**	$ 921.00	$ 921.(
<< ADD Option- Upgrade pumping system with on-board, lockable storage box- select models	Trailer Storage Box	**1**	$ 550.00	$ 550.(
<< ADD Option- 6” x 10’ RWR Suction Hose, C-BxS	6” x 10’ Suction Hose	**4**	$ 382.00	$ 2,416.(
<< ADD Option- Upgrade pump with modular frame for SK- select models	MOD-F	**1**	$ 1,484.00	$ 1,484.(
Final Model: 6JSCEE-DIST-4LE2T-MC				**$ 59,010.(**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 46-48 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• 5- YEAR WARRANTY INCLUDED

Attachment: Exhibit C - Thompson Pump Quote (2023-R-9 : Authorization to Piggyback Florida Sheriffs Contract and Purchase of 6" Trailer

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Sole Source Purchase of Pumps for Lift Station 11 and Authorizing the City Manager to Execute the Purchase of Three (3) Wastewater Pumps in the Amount of $108,998 from Hydra Services, Inc.; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-10**
APPLICANT:
PLANNER:

DISCUSSION:

Public Works is requesting pumps upgrade for LS#11 from 14 hp to 20 hp that experience sewer backups that could result in overflow of sewage during storm events. This upgrade along with improvements of the discharge pipes from the LS#11 should reduce the chances of sewer backups and overflow.

City staff is requesting authorization to execute purchase orders with Hydra Service Inc., for the purchase of three (3) Sulzer-ABS 20hp pumps for the Lift Station 11 upgrade.

The cost of these pumps is $108,998.00. The quote from Hydra Service(s) is attached as Exhibit "A".

City Commission approval is being requested to execute purchase orders to Hydra Service(s) for the pumps in the amount of $108,998.00.

Current City of Holly Hill Purchasing Manual

SECTION F - SOLE SOURCE AND STANDARDIZATION

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source

requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) …or
- The item is available from only one source of supply … or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding $10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.

b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).

c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.

d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.

e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.

f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.

h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

FISCAL ANALYSIS:

The City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps. This is advantageous to the City in order to maintain fewer spare parts. Hydra Service Inc., is the ABS Sole Source distributor of products for the Municipal Wastewater Collection & Treatment Market for the City of Holly Hill, FL. There is no other distributor authorized to distribute, sell and service ABS products in this area. Hydra Service(s) sole source letter is attached under Exhibit "B".

The total purchase for these pumps is $108,998.00 and is funded by reallocating funding 21-WW-05 Sand Filter Rehab that staff is reducing the scope of the project due to bids that was received that were much higher than the budgeted funding.

STAFF RECOMMENDATION:

Staff recommends that the City Commission authorize the sole source purchase of these pumps and authorize the City Manager to authorize appropriate city staff to execute the purchase in the amount of $108,998.00.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE AUTHORIZING THE SOLE SOURCE PURCHASE OF THREE (3) WASTEWATER PUMPS FROM HYDRA SERVICE FOR LIFT STATION 11 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE IN THE AMOUNT OF $108,998.00.

ATTACHMENTS:

- Exhibit A - Hydra Service(s) Quote (PDF)
- Exhibit B - Hydra Service(s) Sole Source Letter (PDF)

Resolution No. 2023-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF PUMPS FOR LIFT STATION 11 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE OF THREE (3) WASTEWATER PUMPS IN THE AMOUNT OF $108,998 FROM HYDRA SERVICES, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE SOLE SOURCE PURCHASE OF PUMPS FOR LIFT STATION 11 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE OF THREE (3) WASTEWATER PUMPS IN THE AMOUNT OF $108,998.00 FROM HYDRA SERVICE(S) INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Staff is requesting to purchase three (3) pumps for Lift Station 11; and

WHEREAS, the City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps; and

WHEREAS, Hydra Service(s), Inc., is the Sulzer-ABS sole source distributor of these pumps.

WHEREAS, by Section 30-71 of the Holly Hill Code of Ordinances, "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost negotiated contracts with a cost in excess of $25,000.00 must be approved by the City Commission prior to execution by the city."

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

SECTION 1. That the City Commission does hereby authorize the sole source purchase of three (3) pumps from Hydra Service(s), Inc., and authorizes the City Manager to execute the purchase of these pumps.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

250 Springview Commerce Drive
Debary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-790-9751

TO: **City of Holly Hill**
ATTN: **Jeff Barnes**
PHONE **386-265-2093**
EMAIL: abarnes@hollyhillfl.org

FROM: **Dale Jahn**
EMAIL: dale@hydraservice.net
DATE: **December 1, 2022**
QUOTE: **221201-6DJ**
REF: **Holly Hill LS 11 Upgrade**

3	ABS/Sulzer model XFP150G-CB1.8-PE150/4 submersible wastewater pump, 20hp, 3-230/460v, with 65' of motor cable and hardened impeller & wear plate. Motor includes closed loop cooling system.
3	Extension of pump warranty terms to 5 year, 100%. Standard warranty conditions apply.
3	6" profile gasket for existing slide rail bracket.
3	15' pump lifting cables, 316 stainless steel.
1	Parts & labor required for upgrade of existing pump control panel for operation of (3) new 20hp pumps.
1	Parts & labor required for upgrade of existing electrical service to include: ◦ Pull necessary permits and coordinate with local utility. ◦ Pull new wire from utility connection point to meter can, meter can to disconnect, disconnect to transfer switch, and transfer switch to pump control panel. ◦ Replace fuses in existing disconnect.
1	Pump installation by a representative of this company.
1	Startup service by a representative of this company.

Notes/Exceptions:
◦ Electrical service will need to be disconnected for a brief duration during electrical upgrade. Bypass pumping will be required during this time and is NOT included. Bypass pumping is by others.
◦ Existing 100A generator receptacle will NOT be replaced.
◦ Sizing of existing generator should be reviewed by utility to confirm capabilities with new 20hp pumps.

TOTAL PRICE, F.O.B. JOB, FREIGHT INCLUDED **$108,998.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTIMATED DELIVERY: **3-4** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
0 DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 12/01/2022

_____ *Dale M. Jahn*

NAME OF PURCHASER REVIEWED BY HYDRA SERVICE PUMP REP.

Attachment: Exhibit A - Hydra Service(s) Quote (2023-R-10 : Authorization of Sole Source Purchase for Lift Station 11 Pumps)

SULZER

Sulzer Pumps
ABS USA
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 238 0738
www.sulzer.com

April 29, 2015

Subject: Hydra Service Inc. ABS Sole Source

To: City of Holly Hill.
Atn. Mr. Todd Plank.

The purpose of this letter is to confirm that Hydra Service Inc., located in 250 Springview Commerce Drive, DeBary, Florida, zip code 32713, is the only one contracted distributor for ABS products for the Municipal Wastewater Collection & Treatment Market for City of Holly Hill, State of Florida. There is no other one distributor authorized to distribute, sell and service ABS products in the mentioned area.

Nationally we utilize a network of independent distributors to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for ABS products in these territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the ABS brand. Hydra Service Inc. is trained in the latest methods in care and start up of ABS equipment and has the ability to execute warranty claims. As the authorized local ABS product outlet Hydra Service Inc. is fully equipped for local technical, commercial and service support and has full backing of the national ABS/Sulzer organization.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Robert Santiso.
robert.santiso@sulzer.com
203 213 1480
Southeast Business Development Manager.

abs

Attachment: Exhibit B - Hydra Service(s) Sole Source Letter (2023-R-10 : Authorization of Sole Source Purchase for Lift Station 11 Pumps)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing Piggybacking a Contract with USSI for In-Flow Abatement Services and Authorize the City Manager to Execute an Agreement for the Purchase of Services; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-11**
APPLICANT:
PLANNER:

DISCUSSION:

Staff is requesting that the City Commission authorize the use of a contractor to complete a smoke testing study for LS#11 contributing system (LS#11,12,13,14,16) to determine any defects that is identified that is contributing to the system overload at station #11.

Toho Water Authority has a contract with USSI for in-flow abatement services that staff would like to piggyback on. The contract is attached under Exhibit "A".

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

> The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The cost estimate from USSI is $22,207.88 and is attached under Exhibit "B". Funding for this study will be accomplished by shifting funding from project 21-WW-05 Sand Filter Rehab due to received construction bids were way over budgeted amount. The Sand Filter Rehab project scope will be reduced to media replacements instead of Sand Filter Rehab.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVING THE PIGGY-BACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH USSI FOR THE PURCHASE OF SERVICES FOR IN-FLOW ABATEMENT SERVICES.

ATTACHMENTS:

- Exhibit A - USSI Piggback BID No IFB-20-076 (PDF)
- Exhibit B - USSI Estimate (PDF)

Resolution No. 2023-11

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR IN-FLOW ABATEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PIGGYBACKING A CONTRACT WITH USSI FOR IN-FLOW ABATEMENT SERVICES AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Toho Water Authority, is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve staff to piggy-back a contract with USSI in-flow abatement services and authorize the City Manager to execute an agreement for the purchase of this service.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of the Toho Water Authority contract and authorize the City Manager to execute an agreement for in-flow abatement services.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023



"PROTECTING OUR NATURAL RESOURCES THROUGH TECHNOLOGY"

"PIGGY BACK"

PACKAGE

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

CONTENTS:

1. INVITATION TO BID
2. USSI PROPOSAL
3. AWARD
4. CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 USSIUSA.COM



SECTION

1

INVITATION TO BID

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

INVITATION FOR BID

BID TITLE:

IN-FLOW ABATEMENT SERVICES

BID NO:

IFB-20-076

ISSUE DATE:

MARCH 11, 2020

Toho Water Authority

SUBMIT BID TO:

Toho Water Authority
Procurement Services
1628 S. John Young Pkwy.
Kissimmee, FL 34741

(**Directions:** From 192, take John Young Parkway south; turn right onto Mohawk Lane just south of RaceTrac; continue straight onto Toho Water Authority's property to stop sign, then turn right; follow signs to Warehouse Building.)

CONTACT PERSON:	Jill Selby, Procurement Coordinator
EMAIL ADDRESS:	procurement@tohowater.com
PHONE:	(407) 944-5180
FAX:	(407) 931-4308

PRE-BID CONFERENCE:	N/A
DEADLINE FOR WRITTEN QUESTIONS:	**Friday, March 20, 2020 at 5:00 p.m.**
BID DUE:	**THURSDAY, APRIL 2, 2020 AT 2:00 P.M.**

TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.

SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY PROPERTIES.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION 1
GENERAL TERMS AND CONDITIONS

PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 **CLARIFICATION OF TERMS:** If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 **USE OF AUTHORITY FORM AND TERMS AND CONDITIONS:** Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 **EXCEPTIONS:** For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

1.4 **NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.

1.5 **BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.

1.6 **LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.

1.7 **WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:

a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

1.8 ERROR IN BID OR PROPOSALS: When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relive the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.

1.9 IDENTIFICATION OF BID ENVELOPE: The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment G) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders of Offerors will be read publicly.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.
b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
d. BID – a price and terms quote received in response to an IFB.
e. PROPOSAL – a proposal received in response to an RFP or RFQ.
f. BIDDER – person or firm submitting a Bid.
g. OFFEROR – person or firm submitting a Proposal.
h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

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2.2 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

3.1 **BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.

3.2 **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.

3.3 **EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

3.4 **ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals

PART IV - BIDDING AND AWARD PROCEDURES

4.1 **AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:

a. the ability, capacity and skill of the Bidder or Offeror to perform as required
b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
d. the quality of past performance by the Bidder or Offeror

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e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
f. the sufficiency of the Bidder's or Offeror's financial resources
g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

4.2 **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror or shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

4.3 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.

4.4 **PUBLIC ENTITY CRIMES:** "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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

4.5 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt. The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages,

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including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

4.6 **PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

5.1 **PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.

5.2 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.

5.3 **LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A or better by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.

5.4 **INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to

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obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA: Any reports, information, intellectual property, data, drawings, specification estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.

6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR: Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.

6.3 PAYMENT TERMS: Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.

6.4 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

6.5 OTHER GOVERNMENTAL ENTITIES: If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

6.6 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.

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6.7 **INDEPENDENT CONTRACTOR**: The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

6.8 **INDEMNITY/HOLD HARMLESS AGREEMENT**: The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

6.9 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.

6.10 **TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

6.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

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6.13 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.

6.14 **NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

6.15 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.

6.16 **COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.

6.17 **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.

6.18 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

6.19 **DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

7.1 **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.

7.2 **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by

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the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

7.3 **TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.

7.4 **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.

7.5 **POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.

7.6 **REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.

7.7 **PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

a. purchase order number/contract number
b. name of article and stock number
c. quantity ordered
d. quantity shipped
e. quantity back ordered
f. the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

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7.8 **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

8.1 **PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.

8.2 **DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.

8.3 **NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.

8.4 **NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.

8.5 **PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

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SECTION 2
INSTRUCTIONS TO BIDDER

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

2.2 PARTIES DEFINED

A. The term "Authority" used in the bid documents refers to Toho Water Authority. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.

C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 PRE-BID CONFERENCE AND PRE-CONSTRUCTION MEETING

There will be no pre-bid conference for this solicitation.

2.4 CLARIFICATION OF REQUIREMENTS

Questions regarding clarification or interpretation of this solicitation shall be addressed **in writing via email no later than FRIDAY, MARCH 20, 2020, at 5:00 p.m.** to the Procurement Services Department at procurement@tohowater.com. **Phone calls will not be accepted**. However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

B. Each Bidder shall submit one (1) original and one (1) copy of the bid submittal. The submittal shall also include a CD or memory stick containing the entire bid formatted to be ready with Microsoft software or Adobe PDF software.

C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:
Solicitation No. and Title/Due Date
Name of Bidder
Street
City, State, Zip Code
Attn: Procurement Services

Please use the form provided (Attachment G) on the outside mailing package.

D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).

E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities,

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equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.13 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.14 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.15 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of

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agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the two (2) year renewal period.

2.16 ADDENDA TO THE SOLICITATION

A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.

B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary, the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.17 RECIEPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.18 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.19 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.20 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.21 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

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The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade" secret. The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.22 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.23 REFERENCES

Each Bidder must submit with its Bid, five (5) references (**See Attachment C, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past three (3) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for Toho Water Authority.

3.2 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the Authority.

A. INSPECTING MANHOLES

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the Authority.

It is not intended that manhole inspections meet the standards of NASSCO's MACP, but they must provide adequate information to indicate the need for follow up owner investigation and potential action. At a minimum, manhole inspections shall include the following data attributes:

- Owner provided unique identifier
- Date of inspection
- GPS XY coordinates
- Closest street address
- Ring & Cover material
- Chimney material
- Manhole type ("brick" or "pre-cast")
- Manhole lined? ("yes" or "no")
- Liner Type ("none", "cementitious", "epoxy", "other")
- Steps ("yes" or "no")
- Downstream Pipe Material (NASSCO material codes)
- Pipe Size Outgoing
- Pipe Size Incoming
- Manhole Depth (fractional feet)
- Frame Diameter (inches)
- Cover Diameter (inches)
- Ring & Cover Condition
- Manhole Wall Condition
- Step Condition
- Invert Condition
- Roots Present
- Corrosion Present
- General Condition
- Comments
- Flows to Manhole ID

Inspection results shall be provided by wastewater lift station basin and organized in a spreadsheet or database table. Results shall be provided electronically.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance =325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance =345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM 2240

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

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Primer and top coat shall have, as a minimum, a five (5) year warranty. This warranty shall dictate that any repairs within the warranty period shall include the labor and materials necessary to repair or recoat the manhole chimney.

Installation

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

NOTE: If the manhole chimney is in such a state of disrepair that it cannot accommodate the proper installation sealer, the Contractor shall make a notation in the comment section of the manhole inspection report to provide the Authority the opportunity to repair or replace it.

C. INSTALLATION OF RAIN DISHES

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.
- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

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Installation

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

A list of manholes receiving rain dishes shall be provided to the Authority.

D. SMOKE TESTING

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to Authority.

Preparations

- Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Such factors as defected in the sewer system of buildings, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the Authority for acceptance prior to use.
- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the departments at the start of each day in an area to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Brakes in the main sewers or laterals that leach to the surface

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording
Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:
- Wastewater lift station basin identifier
- The street address
- GPS coordinates of observation
- A digital photograph illustrating the observation (minimum of 5 megapixel)
- Specific notes to permit follow-up activity (source, reason, location)
- Type of break ("lateral", "manhole", "main")
- Ring & Cover Break ("broken", "alignment", "missing", "seating")
- Lateral Break ("open" or "broken")
- Material Type of Cleanout
- Size of Cleanout (diameter)
- Private or Public

The contractor shall locate the observations along with the recorded information on a detailed map and report to the Authority. Locations and call outs for each defect shall be included on the map. Paint a mark on the street, using green temporary marking chalk, to assist the Authority in finding defects for follow-up activity

Reports will be provided to the Authority no later than 5 business days from the completion of any given section or basin. Reports will be provided in hardcopy and electronic format.

Smoke Test Result Reporting
Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the Authority as a result of the defect. To accomplish this, the observers will:
- Record the type of defect
- Record the severity of the defect
- Record the topography influencing the defect
- Record the volumes of smoke emanating from the defect

Contractor shall apply the recorded information to generate a detailed report to the Authority which will:
- Estimate the amount of gallons entering the various defects per one-inch rain fall

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- Estimate the amount of gallons entering the smoked area per one-inch rain fall
- Estimate the cost to process the inflow entering the various defects per one-inch rain fall
- Estimate the cost to process the inflow entering the smoked area per one-inch rain fall

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station
- Chimney Sections
- Ring and Cover
- Laterals

E. INSTALLATION OF CLEANOUT CAPS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the Authority's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

Where applicable, these locations shall be correlated to smoke test observation locations.

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity)

The Authority may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The Authority's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the Authority's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a pvc material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material
- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.

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- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the Authority the opportunity to repair or replace it.

Where applicable, these locations shall be correlated to smoke test observation locations.

G. REPORT

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the Authority with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes

- Frame – type, size and general condition of frame and cover
- Chimney – type, general condition and existence of liner in chimney
- Barrel and invert – type, general condition
- Pipes – type, sizes, number of pipes in manholes
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure

Cleanouts (included for all requiring cap replacement)

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage

The Authority shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

H. LIFT STATION BASIN INFILTRATION INVESTIGATION

Conduct field investigation to determine the volume of infiltration entering the collection system through structural defects. Identify gravity mains for follow-up CCTV based on upstream and downstream manhole water levels and estimated flow rates. Investigations should be performed during periods of low use – as defined by the Authority's diurnal curves.

Methodology to be used for the investigation shall be documented and followed. Observed data used to reach conclusions or make recommendations must be provided in the report. Recommendation provided in the report should be prioritize in order of significant.

3.3 QUALIFICATIONS OF BIDDER

A. Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

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B. Bidders must provide evidence of authorization to do business in the State of Florida via registration on Sunbiz or covenant to obtain such authorization prior to award of Contract.

C. To demonstrate qualifications to perform the Work, Bidders must be prepared to submit information including, but not limited to, financial data, previous experience history, references, and evidence of authority to conduct business in the jurisdiction where the Project is located. This information must be received by TWA within ten days of Bidder receiving the written request by the Authority. Submittals requested pursuant to this paragraph is in addition to those required herein.

D. In order to demonstrate competence to perform the work, Bidder shall at minimum, provide the following:
   1. List of public utility clients in Florida (a minimum of five) where similar projects have been completed, including name, address, phone number and position of utility contact. The list shall note the work completed (smoke testing, manhole sealing, manhole inspection/chimney sealing and installation of cleanout caps with the specified products used).
   2. An example of the report provided to a public utility client as a result of performing the work.
   3. Five years of experience applying the specified chimney seal product and examples of completed work.
   4. Referenced projects work must include smoke testing, sealing manhole chimneys, installation of manhole inflow dishes, installation of cleanout caps and creation of an asset inventory/condition report of the manholes.

END OF SECTION 3

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SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, or joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com. The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. **Worker's Compensation:** The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.
B. **Comprehensive General Liability:** The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than $1,000,000.00.
C. **Comprehensive Automobile Liability:** The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than $1,000,000.00.
D. **Umbrella Liability:** The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than $1,000,000.00.
E. **Hazardous Materials Insurance**: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirement s of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority's proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority's Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority's Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

END OF SECTION 4

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION

2

PROPOSAL

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION 6
REVISED BID FORM

DATE: March 30th, 2020

Have you supplied all the Submittal Requirements outlined below?

- ☐ One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- ☐ Any addenda pertaining to this solicitation
- ☐ Drug Free Certification
- ☐ List of five (5) References
- ☐ List of Possible Subcontractors (**Not allowed for this bid.**)
- ☐ Certificate(s) of Insurance (evidencing coverage as required)
- ☐ Copy of proper professional licenses or credentials including your local business tax receipt
- ☐ Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$1500.00	$1500.00
2	Indemnification	1	Lump Sum	$100.00	$100.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$100.00	$100.00
4	Maintenance of Traffic	1	Lump Sum	$100.00	$100.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$.34	$54,400.00
6	Seal Manhole Chimneys	801	Each	$330.00	$264,330.00
7	Insert Dishes into Manholes	801	Each	$35.50	$28,435.50
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$10.00	$800.00
	8b. 4-inch cleanout riser pipes	721	Each	$5.00	$3,605.00
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$129.00	$8,643.00
	9b. 4-inch cleanout riser pipes	608	Each	$86.00	$52,288.00
10	LS Basin Report	160,000	Linear Feet.	$.25	$40,000.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$.13	$10,400
	TOTAL BASE BID				$464,701.50

Total Base Bid in Words:
Four Hundred Sixty Four Thousand Seven Hundred One Dollars And Fifty Cents

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☑ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

_____

_____

_____

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: USSI LLC

Address: 752 Commerce Drive Suite 15

City: Venice State: FL Zip: 34292

Print Name: Eric McRoberts Title: Business Development

Telephone: 941-725-2123 Fax: 941-926-8917 Email: eric@ussiusa.com

Federal Tax ID: 65-0891727

Signature: [signature] Date: 3-30-2020

END OF SECTION 6

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)



SECTION

3

AWARD

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRoberts
Address: 752 Commerce Drive Suite 15
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Todd P. Swingle
Title: Executive Director

Attest: _____
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this 7 day of May, 2020, by Dion Vlasak as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced Florida Driver's License as identification.

ASHLEY M MARCOTTE
Notary Public - State of Florida
Commission # GG 960656
My Comm. Expires Feb 20, 2024

Signature: _____
Print Name: Ashley M Marcotte
NOTARY PUBLIC, State of Florida
My Commission Expires: Feb. 20, 2024

(Stamp)

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

FIRST AMENDMENT
to
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES
(IFB-20-076)

THIS FIRST AMENDMENT TO AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (IFB-20-076) is made by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY or TOHO") and USSI, LLC, a Florida limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, Florida 34292 (the "CONTRACTOR"). The AUTHORITY and the CONTRACTOR may individually be referred to as a "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on May 27, 2020, the Board of Supervisors (the "Board") approved an agreement with the CONTRACTOR for the provision of in-flow abatement services (the "Services") under Agreement IFB-20-076 (the "Original Agreement"); and

WHEREAS, the AUTHORITY desires to continue receiving the Services provided by the CONTRACTOR under the Original Agreement; and

WHEREAS, pursuant to Section 25, entitled "Modifications," the Original Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the Parties have agreed to enter into this First Amendment to amend the Original Agreement, as more specifically set forth herein.

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

1. The unit price list set forth in the Exhibit "B" to the Original Agreement shall be repealed and replaced with the revised Exhibit "B," a copy of which is attached and incorporated herein by reference.

2. Section 30, entitled "Employment Eligibility Verification (E-Verify)," shall be repealed and replaced to read as follows:

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION 30. EMPLOYMENT ELIGIBLITY VERIFICATION (E-VERIFY)

a) As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

b) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the record retention requirements of this Agreement.

c) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated Section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.

d) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.

e) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to Section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for a violation of this section.

f) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

g) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security website: http://www/dhs/gov/E-verify.

3. The changes set forth herein shall become effective upon this First Amendment being executed by both Parties.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

4. All of the terms and conditions of the Original Agreement, not otherwise revised or amended in this First Amendment, and any subsequent amendment(s) shall remain in full force and effect. To the extent of any conflict between this First Amendment and the Original Agreement, the terms of this First Amendment shall prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective the 11 day of May, 2022.

USSI, LLC, a Florida limited liability company

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRobert
Title: VP Sales + Marketing
Address: 752 Commerce Drive #5
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Hector Lizasuain
Title: Board of Supervisors, Chairman

Attest: _____
Print Name: William Land
Title: Board of Supervisors, Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee FL 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [X] physical presence or [ ] online notarization, this 02 day of May, 2022 by Wendy Bautista as Dion Vlasak of USSI, LLC, a Florida limited liability company, on behalf of the company, who is [ ] personally known to me OR [X] has produced Florida Driver License as identification.

Wendy Bautista
Notary Public, State of Florida

(Stamp)

WENDY BAUTISTA
Notary Public - State of Florida
Commission # HH 174843
My Comm. Expires Sep 12, 2025
Bonded through National Notary Assn.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

EXHIBIT "B"

Revised Unit Price List

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

EXHIBIT B

SECTION 6
REVISED BID FORM

DATE: April 19, 2022

Have you supplied all the Submittal Requirements outlined below?

- [x] One (1) completed original and two (2) copies of the Bid submittal, plus CD or memory stick
- [x] Any addenda pertaining to this solicitation
- [x] Drug Free Certification
- [x] List of five (5) References
- [x] List of Possible Subcontractors (**Not allowed for this bid.**)
- [x] Certificate(s) of Insurance (evidencing coverage as required)
- [x] Copy of proper professional licenses or credentials including your local business tax receipt
- [ ] Bidder Qualifications per Section 3.4

All costs related to the performance of all the work outlined, excluding permits and fees, shall be included in the bid pricing.

	Item/Description	Qty.	Unit	Unit Price	Extended Price
1	Mobilization &Demobilization	1	Lump Sum	$ 1,605.00	$ 1,605.00
2	Indemnification	1	Lump Sum	$ 107.00	$ 107.00
3	General Requirements, Bonds, Permits	1	Lump Sum	$ 107.00	$ 107.00
4	Maintenance of Traffic	1	Lump Sum	$ 107.00	$ 107.00
5	Smoke Testing and Report Preparation	160,000	Linear Foot	$ .36	$ 57,600.00
6	Seal Manhole Chimneys	801	Each	$ 353.10	$ 282,833.00
7	Insert Dishes into Manholes	801	Each	$ 37.98	$ 30,421.98
8	Replace Cleanout Caps				
	8a. 6-inch cleanout riser pipes	80	Each	$ 10.70	$ 856.00
	8b. 4-inch cleanout riser pipes	721	Each	$ 5.35	$ 3,857.35
9	Install Cleanout Pipes				
	9a. 6-inch cleanout riser pipes	67	Each	$ 138.03	$ 9,248.01
	9b. 4-inch cleanout riser pipes	608	Each	$ 92.02	$ 55,948.16
10	LS Basin Report	160,000	Linear Feet.	$ .27	$ 43,200.00
11	Lift Station Area Infiltration Investigation	80,000	Linear Feet	$ .14	$ 11,200.00
	TOTAL BASE BID				$ 497,090.50

Total Base Bid in Words:
Four Hundred Ninety Seven Thousand Ninety Dollars and Fifty Cents

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested Additive/Deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

☐ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

_____
_____
_____

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
B. To enter into and execute a Contract if awarded on the basis of this Bid.
C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: _____

Address: _____

City_____ State: _____ Zip: _____

Print Name_____ Title: _____

Telephone: _____Fax: _____Email: _____

Federal Tax ID: _____

Signature: _____Date: _____

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION

4

CONTRACT

USSI
752 COMMERCE DR. SUITE 15
VENICE, FL 34292
941-926-2646 **USSIUSA.COM**

IFB-20-076
AGREEMENT
for
IN-FLOW ABATEMENT SERVICES

THIS AGREEMENT FOR IN-FLOW ABATEMENT SERVICES (the "Agreement") is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY" or "TWA") and USSI, LLC, a limited liability company, whose mailing address is 752 Commerce Drive, Suite 15, Venice, FL 34292 (the "CONTRACTOR"). The AUTHORITY and CONTRACTOR may be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for in-flow abatement services pursuant to IFB-20-076 (the "Solicitation"); and

WHEREAS, the CONTRACTOR has exhibited by its response to the Solicitation, a copy of which is attached and incorporated by reference as Exhibit "A," that it is capable of providing the required services; and

WHEREAS, the Parties hereto have agreed to the terms and conditions, as set forth herein based on the Solicitation.

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

SECTION 1. TERM.

The term of this Agreement shall become effective on May 13, 2020 and continue through May 12, 2023, unless otherwise terminated by either Party. This Agreement may be renewed for one (1) additional two (2) year period, subject to written agreement executed by both Parties.

SECTION 2. SCOPE OF SERVICES.

The CONTRACTOR shall provide the services and accessories, as more specifically listed in **Exhibit "A"** (collectively the "Services") based upon the unit prices, as set forth in the CONTRACTOR's original bid, a copy of which is attached and incorporated by reference as Exhibit "B" (the "Original Bid").

SECTION 3. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

A. The CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the Services requested by the AUTHORITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the AUTHORITY, or any property owned by the AUTHORITY. Any such lien, attachment, or encumbrance, until removed, shall preclude any and all claims or demands by the CONTRACTOR for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply witb all of the terms and conditions set forth herein, when providing Services for the AUTHORITY under this Agreement.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to complete the work, properly and fully, as set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff, and shall remain authorized to do business within the State of Florida for the term of this Agreement, including renewals. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR shall remain fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Agreement. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the requested Services in an efficient manner, consistent with the AUTHORITY's stated Scope of Services and industry standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

A. The amount paid under this Agreement for acceptable performance of in-flow

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

abatement services, as described in **Exhibit "A"**, shall not exceed Five Hundred Thousand Dollars ($500,000.00) for the term of this Agreement, based on the unit prices specified in Original Bid (**Exhibit "B"**).

B. Compensation for Services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

C. Services performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego use of the CONTRACTOR for any project that may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, upon thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized Services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an offset for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. The CONTRACTOR shall in no way construe this provision as the AUTHORITY's sole available remedy in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall procure and maintain the following types of insurance,

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

with the respective limits, and shall provide proof of the same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. Worker's Compensation: The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and $1,000,000.00 for Employer's Liability.

2. Commercial General Liability: The CONTRACTOR shall provide for all operations including, but not limited to, Contractual and Products Completed Operations. The limits shall not be less than $1,000,000.00.

3. Comprehensive Automobile Liability: The CONTRACTOR shall provide coverage for all owned and non-owned vehicles with limits not less than $1,000,000.00.

4. Umbrella Liability: The CONTRACTOR shall provide an umbrella policy in excess to the coverage provided for in the above paragraphs of not less than $1,000,000.00.

B. The CONTRACTOR shall name "Tohopekaliga Water Authority" as a certificate holder and as additional insured, to the extent of the Services provided hereunder, on all required insurance policies, except for Worker's Compensation policy, and provide the AUTHORITY with proof of the same.

C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. The Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date;
7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
8. A waiver of subrogation in favor of the AUTHORITY.
9. Coverage shall be primary and non-contributory.

D. Receipt of certificates or other documentation of insurance or policies, or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, procure and maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of the same on file and make readily available upon request by the AUTHORITY.

SECTION 10. AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost to the AUTHORITY, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required Services.

SECTION 11. DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit A – Solicitation document IFB-20-076.
2. Exhibit B – Original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit "A," the provisions of this Agreement shall take precedence.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it becomes necessary for either Party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The Parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the Parties hereto.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

Records Retention

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com

B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:

1) Keep and maintain public records that ordinarily and necessarily would he required by the AUTHORITY in order to perform the Service; and
2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4) Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and
5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor, and not an employee of the AUTHORITY for all purposes including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments; the Federal Insurance Contribution Act; the Social Security Act; the Federal Unemployment Tax Act; the provisions of the Internal Revenue Code; the State of Florida revenue and taxation laws; the State of Florida workers' compensation laws; the State of Florida unemployment insurance laws; and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required for successfully providing the Services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the AUTHORITY, its officials, agents, and employees from, and against, any and all claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative. Pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article, or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the sovereign immunity or the limits of liability, which may have been or may be adopted by the Florida Legislature, and the cap on the amount and type of liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, which shall not exceed the dollar amount for tort, as set by the Florida Legislature. Nothing in this Agreement shall inure to the benefit of any third party for allowing any claim against the AUTHORITY, otherwise barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court; or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR; or if the CONTRACTOR shall make an assignment for the benefit of creditors; or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If any provision of this Agreement is held to be invalid, void, or otherwise unenforceable, by a court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SECTION 23. WAIVER.

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, which same shall remain in full force and effect.

SECTION 24. NOTICE.

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement, given to the AUTHORITY and the CONTRACTOR, shall be in writing and provided by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
Attention : Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292

SECTION 25. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program"), as set forth in 48 CFR 52.222-54 (as amended), incorporated hereby this reference, which was developed by the federal government to verify the eligibility of individuals to work in the United States. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

Register, the CONTRACTOR must comply with the following: (1) enroll in the E-Verify Program; (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the Services required under this Agreement will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this Agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

A. The contact information for the AUTHORITY's Project Managers is as follows:

Tim Noyes
Asset Manager, Engineering
Toho Water Authority
407-944-5040
tnoyes@tohowater.com

B. The CONTRACTOR Project Manager's contact information is as follows:

Eric McRoberts
USSI, LLC
752 Commerce Drive Suite 15
Venice FL 34292
941-725-2123
eric@ussiusa.com

SECTION 35. SIGNATORY

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by tbeir respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

"SECTION 36. COUNTERPARTS, ELECTRONIC TRANSACTION, AND ELECTRONIC SIGNATURES

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of Parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may he use in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

[THIS SPACE IS INTENTIONALLY LEFT BLANK.]

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective the 27th day of May, 2020.

USSI, LLC

By: _____
Print Name: Dion Vlasak
Title: CEO

Attest: _____
Print Name: Eric McRoberts
Address: 752 Commerce Drive Suite 15
Venice FL 34292

TOHOPEKALIGA WATER AUTHORITY

By: _____
Print Name: Todd P. Swingle
Title: Executive Director

Attest: _____
Print Name: Anthony J. Cotter
Title: General Counsel
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was executed before me by means of [ ] physical presence or [ ] online notarization this 7 day of May, 2020, by Dion Vlasak as CEO of USSI, LLC., a Florida limited liability company, on behalf of the company who is personally known to me OR has produced Florida Driver's License as identification.

ASHLEY M MARCOTTE
Notary Public - State of Florida
Commission # GG 960656
My Comm. Expires Feb 20, 2024

Signature: _____
Print Name: Ashley M Marcotte
NOTARY PUBLIC, State of Florida
My Commission Expires: Feb. 20, 2024

(Stamp)

Attachment: Exhibit A - USSI Piggback BID No IFB-20-076 (2023-R-11 : LS#11 Convyance System Smoke Testing)

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292
+1 9414085091
dion@ussiusa.com

ussiusa.com

ADDRESS
City of Holly Hill
John Daley
453 LPGA Blvd
Holly Hill, FL 32117

Estimate 1923

DATE 01/04/2023

EXPIRATION DATE 02/03/2023

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing Smoke Testing with Detailed Report of Defects (PS 11)	26,588	0.36	9,571.68
Smoke Testing Smoke Testing with Detailed Report of Defects (PS 14	8,092	0.36	2,913.12
Smoke Testing Smoke Testing with Detailed Report of Defects (PS 16)	8,381	0.36	3,017.16
Smoke Testing Smoke Testing with Detailed Report of Defects (PS 12)	4,913	0.36	1,768.68
Smoke Testing Smoke Testing with Detailed Report of Defects (PS 13)	8,959	0.36	3,225.24
Mobilization & Demobilization Mobilization & Demobilization	1	1,605.00	1,605.00
Maintenance of Traffic Maintenance of traffic	1	107.00	107.00
TOHO Contract Per: Tohopekaliga Water Authority (TOHO) Contract Agreement IFB-20-076	1	0.00	0.00

Per Toho Contract

TOTAL **$22,207.88**

Accepted By

Accepted Date

Attachment: Exhibit B - USSI Estimate (2023-R-11 : LS#11 Convyance System Smoke Testing)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of the Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of $55,792 for the Provision of a 6" Compressor-Assisted Primer Pump, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-12**
APPLICANT:
PLANNER:

DISCUSSION:

On September 27, 2022 the City Commission approved an agreement with Danus Utilities, Inc., to provide rehabilitative services to Lift Station #19 through resolution 2022-R-76. Specifications of this rehabilitation project included the provision of a 4" compressor-assisted primer pump for the lift station.

Staff have determined that a direct purchase of a pump through the Florida Sheriffs Association Cooperative Purchasing Agreement will allow the City to upgrade to a 6" compressor-assisted primer pump with a 5-year warranty from the manufacturer without impacting the project cost. Florida Sheriffs Association Contract FSA20-EQU18.0 with Thompson Pump is included under Exhibit 'A' and a proposal from Thompson Pump honoring the contract cost is included under Exhibit 'B'. The cost of this bypass pump is $55,792.

A deductive change order has been executed with Danus Utilities in the amount of $55,792 and is included under Exhibit 'C'. This deductive change order will pay for the upgraded pump.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The cost of the direct purchase of a larger pump is offset by the deductive change order with Danus Utilities, Inc. and will have no fiscal impact.

STAFF RECOMMENDATION:

Approve the proposal from Thompson Pumps for a direct purchase of a 6" compressor-assisted primer pump and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE OF A 6" COMPRESSOR-ASSISTED PRIMER PUMP IN THE AMOUNT OF $55,792 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Florida Sheriffs Association Contract (PDF)
- Exhibit B - Thompson Pump Proposal (PDF)
- Exhibit C - Danus Deductive Change Order (PDF)

Resolution No. 2023-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF $55,792 FOR THE PROVISION OF A 6" COMPRESSOR-ASSISTED PRIMER PUMP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF $55,792 FOR THE PROVISION OF A 6" COMPRESSOR-ASSISTED PRIMER PUMP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 27, 2022, the City Commission approved an agreement with Danus Utilities, Inc. for the rehabilitative services for lift station #19; and

WHEREAS, the provision of a 4" compressor-assisted primer pump was part of the scope of work for this rehabilitation project; and

WHEREAS, the City has received a proposal for a direct purchase of a 6" compressor-assisted primer pump from Thompson Pump at a cost of $55,792; and

WHEREAS, a deductive Change Order has been executed with Danus Utilities, Inc., in the amount of $55,792.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute a direct purchase of a 6" compressor-assisted primer pump with Thompson Pump in the amount of $55,792.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA20-EQU18.0, Heavy Equipment
Group: PUMP: 6 Inch Mobile Pump Package
Item #: 276, Thompson Pump 6JSC

3-Year Contract Term with Annual Update Option
Term #1 Effective: October 1, 2020 - September 30, 2021
Term #2 Effective: October 1, 2021 - September 30, 2022
Term #3 Effective: October 1, 2022 - September 30, 2023

Effective August 1, 2021
*** Term #1 - Options Price Sheet Adjustment**
*** Term #2 - EMERGENCY Base Price Adjustment Effective October 1, 2021**

THOMPSON PUMP
50 Years of Innovation

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. ENGINE: Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. PUMP: Check valve; Self-priming system. CONTROLS: Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. TRAILER: The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. STARTUP AND COMMISSIONSING: Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$41,269.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$41,269.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$41,269.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	$41,269.00

FSA Order code	Deduct Options	FSA Price
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	($39,050)
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	($4,295)
4JSC-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-STP	($5,610)
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	($22,500)
6- WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	($12,977)
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	($5,597)
4- WTP	Deduct Option- Downgrade pump from 6JSC to 4-WTP	($16,568)
6JSC-LHP-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-LHP-9.5	($793)
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	($1,943)
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	($1,508)
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	($1,844)
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	($2,796)
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	($5,854)
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	($8,265)
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	($2,652)
Float Box	Deduct Option- Remove float storage box	($152)
ECON Options	Deduct Option- Remove LB and LJ- select models only	($895)

FSA Order code	Add Options	FSA Price
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	$8,831
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-LHP with Silent Knight enclosure	$10,633
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	$13,240
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	$14,911
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight	$18,066
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	$19,501
4JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4-D	$341

Attachment: Exhibit A - Florida Sheriffs Association Contract (2023-R-12 : Thompson Bypass Pump Lift Station 19)

4JSC-HP-FT4	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	$5,941
4JSC-HP-FT4-10	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4-10	$3,034
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	$5,722
6JSC-LHP-10	ADD Option- Upgrade pump from 6JSC to 6JSC-LHP-10	$2,937
6JSC-FT4-C/K	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C/K	$5,771
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	$10,169
6JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-J	$13,279
6V-FT4-K	ADD Option- Upgrade pump from 6JSC to 6V-FT4-K	$3,682
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	$5,197
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	$40,239
8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	$35,671
8JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-D	$43,284
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	$30,342
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	$10,018
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	$20,446
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	$35,671
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	$50,896
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	$37,130
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	$33,768
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	$47,851
12JSC-HP-FT4-V/D	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-V/D	$116,369
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	$92,927
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	$99,200
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	$127,861
32HPU/60HST-C/D	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C/D	$9,027
32HPU/60HST-C/D	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C/D	$9,454
78HPU/120HST-C/D	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C/D	$55,230
24V Engine	ADD Option- Upgrade engine with 24VDC electrcial system	$1,417
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	$390
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	$1,269
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	$2,218
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	$1,497
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service fot TPM-Omni Beacon	$300
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	$3,488
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	$550
Outside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED outside work lights with toggle switch	$665
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	$510
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	$868
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	$471
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	$1,185
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Tranducer with Guard	$2,120
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Tranducer with signal splitter	$2,900
Special Metals	ADD Option- Upgrade pumping system with corrosion resistent impeller- select models only	$3,675
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistent SK- select models only	$3,045
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	$884
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dimensions	$4,451
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dimensions	$2,771
Z Tank	ADD Option- Upgrade pumping system with ENLARGED double walled modular fuel tank- std.	$2,944
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	$921
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistent coating for base modular frame	$3,045
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impellller- select models/applications only	$1,523
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications	$653
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	$471
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	$550
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	$316
Hydraulic Brakes	ADD Option- Upgrade pumping system with hydraulic brakes on trailer	$895
AUX FT- 254	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank with 15' SS braided fuel lines	$5,984
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank with 15' SS braided fuel lines	$8,110
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	$419
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	$761
Warranty Ext- Engine	ADD Option- (1) Additional year of limited warranty coverage for diesel engine	$1,733

Warranty Ext- Pump	ADD Option- (1) Additional year of limited warranty coverage for pump system	$685
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	$265
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	$225
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	$348
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	$692
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	$278
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	$187
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	$604
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	$382
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	$1,109
8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	$779
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	$95
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	$400
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM	$167
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM	$266
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	$419
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	$837
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	$275
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	$290
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	$180
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	$420
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	$837
MOD-F	ADD Option- Updrage pump with modular frame for SK- select models only	$1,484
OVT	ADD Option- Updrage pump with OVT® priming system- select models only	$2,664
Enviroprime System	ADD Option- Updrage pump with Enviroprime System® priming system- select models only	$4,392
Warranty	24 Month Limited Warranty	Included
% Discount	Equal Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. This discount can ONLY BE APPLIED to a downgrade or an upgrade to the base model listed in this specification.	Standard

* Term #1 Revised Options Price List reflects an average 22.5% discount off the TPM FY2021 List Price (or MSRP). Average discount percentage was applied to frequently requested TPM model add/deducts.

* Term #2 Revised Base Price reflects a 30% discount off the TPM ADJUSTED List Price (or MSRP) EFFECTIVE Aug. 15th, 2021.

Attachment: Exhibit A - Florida Sheriffs Association Contract (2023-R-12 : Thompson Bypass Pump Lift Station 19)

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

January 5, 2023

Quote # FL-BL-23002

City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

PH: 386-248-9493
ALT: 386-248-9420
E: akhoury@hollyhillfl.org

RE: FY 2022-2023 6" Skid Mounted, Compressor-Assisted Priming Pump

Mr. Antoine Khoury, P.E. – City Engineer/Public Works Director,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City as a permanently mounted pump for LS# 19.

Per your request, we are providing 2020-2023 Florida Sheriffs Association Contract Package Item # 276 pricing for (1) Thompson Pump Model **6JSCEE-DIS-4LE2T-MC**, a 6" skid mounted, compressor-assisted priming pump with auto start/stop via floats, SCADA interface, inside work lights, block heater and battery charging system. The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment. This Florida based government contract enables the City of Holly Hill to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item # 276.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Attachment: Exhibit B - Thompson Pump Proposal (2023-R-12 : Thompson Bypass Pump Lift Station 19)

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA20-EQU18.0 / Item # 276

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 41,269.00	$ 41,269.(
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24 month warranty				
Delete Option:				
<< Deduct Option- Downgrade pump from 6JSC to 6JSC-LHP-9.5	6JSC-LHP-9.5	**1**	$ 793.00	$ 793.(
Add Option:				
<< ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-LHP with Silent Knight enclosure	4/6-SK	**1**	$ 10,633.00	$ 10,633.(
<< ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	SCADA Interface	**1**	$ 2,218.00	$ 2,218.(
<< ADD Option- Upgrade pumping system with (2) 12VDC-LED inside work lights with toggle switch	Inside Work Lights	**1**	$ 510.00	$ 510.(
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	**1**	$ 471.00	$ 471.(
<< ADD Option- Upgrade pump with modular frame for SK-select models	MOD-F	**1**	$ 1,484.00	$ 1,484.(
Final Model: 6JSCEE-DIS-4LE2T-MC				**$ 55,792.(**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 46-48 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• 5 YEAR EXTENDED WARRANTY INCLUDED

Attachment: Exhibit B - Thompson Pump Proposal (2023-R-12 : Thompson Bypass Pump Lift Station 19)

CHANGE ORDER FORM

Project: ***City of Holly Hill***
Lift Station #19 Rehabilitation

CHANGE ORDER NO. 1

DATE OF ISSUANCE: 1/10/2023

CONTRACTOR: Danus Utilities

EFFECTIVE DATE: January 10, 2023

ENGINEER: Mead & Hunt

OWNER'S CONTRACT NO.: Bid No. 21-WW-04

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $468,780.00	Original Contract Times Substantial Completion: 150 Final Completion: 30 days or dates
Net changes $(55,792.00)	Net change 0 Days
Contract Price prior to this Change Order $468,780.00	Contract Times prior to this Change Order Final Completion 180 days or dates
Net Decrease of this Change Order ($55,792.00)	Net Increase (decrease) of this Change Order 0 Days
Contract Price with all approved Change Orders $412,988.00	Contract Times with all approved Change Orders Final Completion: 180 days once Notice to Proceed is issued. NTP to be predicated on long lead items. days or dates

HOLLY HILL RECEIVED
JAN 18 2023
PUB. WORKS DEPT.

Attachment: Exhibit C - Danus Deductive Change Order (2023-R-12 : Thompson Bypass Pump Lift Station 19)

CHANGES ORDERED:

I. GENERAL: This change order is necessary to provide an opportunity for the City to obtain the Skid Mount Bypass Pump form Thompson Pump via Owner Direct Purchase utilizing the Florida Sheriffs Association Contract Package Item #276 pricing structure. This will provide a larger capacity pump at no increase in contract amount.

II. REQUIRED CHANGES:

CONTRACT PRICE: The Unit Price for the Bypass Pump is being adjusted to delete the cost of the pump and allow the remainder of the funds in that line item to be utilized for construction of the concrete pad, piping and installation of the pump.

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE: The Owner had the discretion to direct purchase selected large components of the project in order to benefit from existing municipal contracts and the resultant savings.

CONTRACT TIME: No additional time is required.

IV. PAYMENT: Payment will be per line item as adjusted for ODP of Bypass Pump. Payment/credit for such will be paid with percentage complete of original contract/schedule of value pay item via monthly pay requests.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Attachment: Exhibit C - Danus Deductive Change Order (2023-R-12 : Thompson Bypass Pump Lift Station 19)

RECOMMENDED BY:

Mead & Hunt
(Engineer)

By: _____ January 18, 2023
(Authorized Signature) (Date)

John Mischle, Project Manager

ACCEPTED BY:

Danus Utilities
(Contractor)

_____ 1-17-2023
(Authorized Signature) (Date)

Daniel J Pardus

APPROVED BY:

City of Holly Hill
(Owner)

By: _____ 1-18-2023
(Authorized Signature) (Date)

Antoine Khoury, P.E.

_____ _____
(Authorized Signature) (Date)

Attachment: Exhibit C - Danus Deductive Change Order (2023-R-12 : Thompson Bypass Pump Lift Station 19)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Approving a Piggyback of State of Florida Contract #2500000-21-STC for the Purchase of a 2022 Ford F-150 through Step One Automotive Group, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-13**
APPLICANT:
PLANNER:

DISCUSSION:

The purchase of a Ford F-150 vehicle was identified and approved in the FY2021/2022 budget to replace a 2004 Ford F-150 currently used in the Streets Department. On July 26, 2022, purchase order 220187 was issued to Bartow Ford for the purchase of a 2023 Ford F-150 truck in accordance with Charlotte County Contract #2018000509 in the amount of $29,789.49. Unfortunately, the City has been notified that Bartow Ford will not be able to fulfill this order. Accordingly, purchase order 220187 has been cancelled.

The City has since received a proposal from Step One Automotive Group to supply an in-stock 2022 Ford F-150 truck through a State of Florida Contract #25100000-21-STC in the amount of $26,161. State of Florida Contract is included under Exhibit ‘A’ and the proposal from Step One Automotive Group is included under Exhibit ‘B’.

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of a 2022 Ford F-150 vehicle available through State of Florida Contract #25100000-21-STC and execute a purchase order with Step One Automotive Group for this vehicle.

The current renewal of the State contract will expire on May 16, 2023.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities’ Contracts.

The City may utilize (piggy-back) any other government entity’s open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity’s contracts

is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

Purchase Order 220187 with Bartow Ford has been cancelled, unencumbering $29,489.49 in account 001-8110-580-6400. These funds will be used to purchase a 2022 Ford F-150 through a State of Florida Contract in the amount of $26,161, creating a savings of $3,328.49.

STAFF RECOMMENDATION:

Approve the piggyback of State of Florida Contract 25100000-21-STC for the purchase of a 2022 Ford F-150 through Step One Automotive Group, and authorize the City Manager to execute the same.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVING A PIGGYBACK OF THE STATE OF FLORIDA CONTRACT AGREEMENT #25-100000-21-STC FOR THE PURCHASE OF A 2022 FORD F-150 THROUGH STEP ONE AUTOMOTIVE GROUP, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Proposal Step One Automotive (PDF)
- Exhibit B - State of Florida Contract 2500000-21-STC (PDF)

Resolution No. 2023-13

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK OF STATE OF FLORIDA CONTRACT #2500000-21-STC FOR THE PURCHASE OF A 2022 FORD F-150 THROUGH STEP ONE AUTOMOTIVE GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK OF STATE OF FLORIDA CONTRACT #2500000-21-STC FOR THE PURCHASE OF A 2022 FORD F-150 THROUGH STEP ONE AUTOMOTIVE GROUP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase a 2022 Ford F-150 vehicle under State of Florida Contract #25100000-21-STC with Step One Automotive Group; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

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

SECTION 1: That the City Commission of the City of Holly Hill approves the piggyback of State of Florida Contact #25100000-21-STC with Step One Automotive Group for the purchase of a 2022 Ford F-150, and authorizes the City Manager to execute the same.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

FORD CRESTVIEW

FT WALTON BCH CDJR

STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
ERIC JORE
GOVERNMENT SALES
CELL 407-234-5116
OFFICE 850-292-4580
E-MAIL
EJORE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF HOLLY HILL

EMAIL

ATTN

DATE 1-24-23

2022 FORD F150 REGULAR CAB 2WD WITH 8 FT BED F1C	22,991.00
3.3 V-6 ENGINE WITH 10 SPEED AUTO TRANS	
A/C, AM FM RADIO	
101A EQUIPMENT PKG	2080.00
INCLUDES	
POWER WINDOWS AND LOCKS	
CRUISE CONTROL	
REVERSE SENSORS	
TRAILER TOW PKG WITH TRAILER BRAKE CONTROLLER	1090.00
245/70R X 17 BSW TIRES WITH FULL SPARE	
6100 GVWR	
40/20/40 VINYL SEAT	
UNIT PRICE	26,161.00
IN STOCK SUBJECT TO PRIOR SALE	
STATE CONTRACT 25-00000-21-STC	

PURCHASER ACKNOWLEDGES:
STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
Eric Jore
Government Sales

Attachment: Exhibit A - Proposal Step One Automotive (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract
No. 25100000-21-STC
For
Motor Vehicles

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **STEP ONE AUTOMOTIVE GROUP, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for one year. The Initial Contract Term shall begin on November 17, 2021. The Contract shall expire on November 16, 2022, unless terminated earlier in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

a) Exhibit A, Scope of Work
b) Exhibit B, Price Sheet(s) (C.1 – C.6)
c) Exhibit C, Additional Special Contract Conditions
d) Exhibit D, Special Contract Conditions
e) Exhibit E, Price Quote Form (PQF)
f) Exhibit F, Acknowledgement of Order Form

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

DocuSign Envelope ID: 54008B1E-A61E-45BA-BC7B-24F70327F874

State Term Contract No. **25100000-21-STC**
For
Motor Vehicles

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Eric Jore
Step One Automotive Group, LLC
541 Mary Ester Cutoff NW., Ft. Walton Beach, FL 32548
Telephone: (407) 234-5116
Email: ejore@steponeauto.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

STEP ONE AUTOMOTIVE GROUP, LLC	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: Eric Jore F66209A7BDA4429...	
[Name] Eric Jore	**J. Todd Inman, Secretary**
11/10/2021 | 10:51 AM EST	
Date:	**Date:**

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

State Term Contract No. **25100000-21-STC**
For
Motor Vehicles

IV. Contract Management.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Eric Jore
Step One Automotive Group, LLC
541 Mary Ester Cutoff NW., Ft. Walton Beach, FL 32548
Telephone: (407) 234-5116
Email: ejore@steponeauto.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

STEP ONE AUTOMOTIVE GROUP, LLC	**STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**
DocuSigned by: Eric Jore F662009A7BDA4429...	
[Name] Eric Jore	**J. Todd Inman, Secretary**
11/10/2021 | 10:51 AM EST	11/15/2021
Date:	**Date:**

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit A
Scope of Work

1. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Accepted Brands – The Manufacturer(s) specified by the Department for a Representative Model.

Accessories – A subordinate or supplementary part, object, or the like, used mainly for convenience, attractiveness, safety, etc. to improve capability.

Approved Equivalent – An approved equivalent other than Accepted Brands which meets the required specifications of a Representative Model, OEM Option, Identified Aftermarket Option, Required Aftermarket Option, Accessories, Components, Features or Configurations. Equivalence is determined by the Department by comparing the Base Vehicle Specifications with the proposed equivalent specifications.

Base Vehicle Specification – Commodity specifications established by the Department, that may include vehicle size, axle configuration, class, gross vehicle weight rating (GVWR), and other information listed by the Department herein, which identifies the requirements, specifications, terms, and conditions, and may include components, features, and configurations different than those provided by a Manufacturer on their standard base version of the Commodity.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Component, Feature or Configuration – An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Commodity, Representative Model, OEM Option, Required Aftermarket Option, or Identified Aftermarket Option.

Contract – The written agreement between the Department and the Contractor resulting from ITB No. 21-25100000.

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Contractor – A Vendor that enters into a Contract with the Department. A Contractor can be a Manufacturer or Dealer.

Customer – A State Agency or Eligible User.

Dealer – A Manufacturer's certified representative who has been authorized by the Manufacturer to market, sell, provide, and service the Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options from the Manufacturer. Dealers may be Contractor-owned and -controlled, (in whole or in part) or independently owned and controlled.

Department – The Department of Management Services, a State Agency.

EPA/Industry Class – The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and carrying capacity.

Free on Board (FOB) Destination – A shipping arrangement as defined in section 672.319(1)(b), Florida Statutes.

Gross Vehicle Weight Rating (GVWR) – The combined weight of vehicle and its payload capacity.

Group – A collection of Base Vehicle Specifications, as described in this Scope of Work, and Exhibit B, Price Sheets (C.1 – C.6).

Identified Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Representative Model by the awarded Contractor.

Manufacturer/Brand – The original producer or provider of Representative Models or Options which possess the minimum quality, reliability, service, and value required by the Department and Customers. May be used interchangeably with "Brand".

Manufacturer's Last Order Date – The final date on which the Manufacturer stops producing the model year of a Representative Model which meets the requirements, specifications, terms, and conditions of the Contract.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, catalog price, distributor price, published price, or other usual customary pricing that would be paid by the purchaser for specific Representative Models, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and contractual services without benefit of a Contract, if awarded. MSRPs are formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. If two or more prices fit this definition for a pertinent Commodity, equipment model or contractual service, the Bidder will supply the lowest price as the MSRP.

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MSRP Credit – The MSRP price of the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature, or configuration that is deducted from the Representative Model price paid by the Customer if the OEM Option, Identified Aftermarket Option, Non-Identified After Market Option, component, feature or configuration is removed from the vehicle.

MSRP List – A collection of MSRPs and related information broken down by specific Representative Models and their associated OEM Options, Required Aftermarket Options, and Identified Aftermarket Options. MSRPs shall be formally published by the Manufacturer, publicly listed and available, and verifiable by the Department. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the Contract, if awarded:

- Manufacturer's Annual U.S. Price Book,
- Manufacturer's official website or dealer software; and
- Autodata, Inc. d/b/a Chrome Data Carbook Pro Fleet Edition.

MSRP Sheet – The MSRP Sheet provides the MSRP and specification(s) for the Representative Model(s) bid. Also known as a Build Sheet.

Net Price – The final price after applying all discounts and credits.

Original Equipment Manufacturer (OEM) – The original producer of a Commodity and/or service.

OEM Option – A motor vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the standard equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

Replacement Part(s) – A Manufacturer's new and unused component substituted to replace a defective, damaged, non-compliant, non-compatible, or recalled Commodity.

Representative Model – A Department specified Motor Vehicle, that may include Manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, or configurations different than those provided by a Manufacturer, port, and Dealer on their standard version of the Commodity. Also known as Standard Model or Vehicle, Representative Vehicle, Motor Vehicle, Base Vehicle, or Vehicle.

Required Aftermarket Option – A new and unused component, feature, or configuration specified by the Department as equipment for the Representative Model specification, that is intended for the specific vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to the Representative Model by the awarded Contractor.

State – The State of Florida.

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Sub-Group – A specific series of vehicles within a Group which are described in the Scope of Work section and linked documents therein.

Vendor – An entity providing Motor Vehicles. Also known as Manufacturers or Dealers.

2. Purpose

To provide Customers the ability to acquire new and unused Motor Vehicles. Contractors shall provide Motor Vehicles and applicable OEM Options, Identified Aftermarket Options and Required Aftermarket Options in accordance with the specifications contained herein. The Motor Vehicle Commodities offered under the Contract shall be classified under six Groups and 22 Sub-Groups, which are listed and described as follows:

Group No.	Group/Sub-Group	UNSPSC	Specification
1	**POLICE VEHICLES**	25101702	
	Sub-Group A: POLICE PURSUIT AUTOMOBILE, MARKED		Specification
	Sub-Group B: POLICE PURSUIT AUTOMOBILE, UNMARKED		Specification
	Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD		Specification
	Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE (“AWD”)]		Specification
	Sub-Group E: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 2WD		Specification
	Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 4WD [INCLUDING ALL WHEEL DRIVE (“AWD”)]		Specification
	Sub-Group G: POLICE PURSUIT MOTORCYCLE, ON-ROAD		Specification
2	**AUTOMOBILES OR CARS**	25101503	
	Sub-Group A: AUTOMOBILE		Specification
3	**MINIVANS OR VANS**	25101505	
	Sub-Group A: VAN, PASSENGER		Specification
	Sub-Group B: VAN, CARGO		Specification
	Sub-Group C: VAN, CUTAWAY, 2WD		Specification
4	**LIGHT TRUCKS OR SPORT UTILITY VEHICLES**	25101507	
	Sub-Group A: SPORT UTILITY VEHICLE, 2WD		Specification
	Sub-Group B: SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE (“AWD”)]		Specification
	Sub-Group C: TRUCK, UNDER ONE TON, PICKUP, 2WD		Specification
	Sub-Group D: TRUCK, UNDER ONE TON, PICKUP, 4WD		Specification
	Sub-Group E: TRUCK, ONE TON, PICKUP, 2WD		Specification
	Sub-Group F: TRUCK, ONE TON, PICKUP, 4WD		Specification
	Sub-Group G: TRUCK, ONE TON, CHASSIS-CAB, 2WD		Specification
	Sub-Group H: TRUCK, ONE TON, CHASSIS-CAB, 4WD		Specification
5	**PRODUCT AND MATERIAL TRANSPORT VEHICLES**	25101600	
	Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD		Specification

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	Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD		Specification
6	**LOW SPEED VEHICLES OR NEIGHBORHOOD ELECTRIC VEHICLES**	25101500	
	Sub-Group A: LOW SPEED VEHICLE (LSV) OR NEIGHBORHOOD ELECTRIC VEHICLE (NEV)		Specification

The Contract is intended to cover only those Motor Vehicles generally used by the State of Florida as listed and described herein, and does not include all varieties of Motor Vehicles that are commercially available. The Department in its sole discretion shall determine the eligibility and acceptability of all Commodities available and included under the Contract.

3. Commodity Specifications and Standards

The Representative Model, Required Aftermarket Options, OEM Options, and Identified Aftermarket Options are based on the available information known to the Department, including the known needs of Customers. Identified Aftermarket Options and Required Aftermarket Options listed in Exhibit B, Price Sheets (C.1 – C.6) were created based on known Customer needs and the respective Manufacturer's data. The Contract specifications and standards form a part of the overall specifications for the listed Representative Models, except as modified or noted herein. Any conflict between the Department's Contract specifications and standards and the Manufacturer's specifications will be resolved in favor of the Department specifications and standards.

The Contractor shall ensure that all Commodities, including all Representative Models, OEM Options, Required Aftermarket Option(s) (where applicable), Identified Aftermarket Option(s), and the respective features, devices, equipment, and components, shall individually and jointly comply with the following:

a. All Commodities shall be designed, constructed, equipped, assembled and installed to be fully suitable for their intended use, purpose, and service per the Scope of Work;

b. All Commodities shall be new and unused (except as specified in the Transportation and Delivery section of the Scope of Work), for the current Manufacturer's model year or later, of current or recent production, and of the latest design and construction;

c. All Commodities shall be bio-diesel (B-20), compressed natural gas ("CNG"), diesel, electric, gasoline (E-10 to E-85), liquefied petroleum gas ("LPG"), natural gas, or propane powered;

d. All Commodities shall include all Option standard features, equipment, and components installed by Manufacturer or Dealer according to the Manufacturer's current standard procedures, requirements, and specifications;

e. All Commodities shall meet the Automatic Air Brake Drain System Specifications;

f. All Commodities shall be free of damage, defect, and rust which may affect appearance, operability, functionality, or serviceability;

g. All Commodities shall comply with current legal, customary, reasonable, and professional standards of the motor vehicle and mobile equipment industry;

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h. All Commodities shall comply with current mandatory and applicable federal and State of Florida Motor Vehicles requirements including, but not limited to, all legal, safety, and environmental standards and requirements; and

i. All Commodities shall meet the requirements, specifications, terms, and conditions herein.

No Contractor's or Dealer's advertising or identification (name, logos, etc.) is permitted on the Commodities, including all Representative Models, OEM Options, Identified Aftermarket Options, Required Aftermarket Options, Accessories, Replacement Parts and their components. Commodity Manufacturer's advertising or identification (name, model, logos, etc.) is permitted on the respective Commodities if such advertising or identification is a Manufacturer's standard on the specific Commodity. The Contractor shall be responsible for removing, without damage, all impermissible or unacceptable advertising or identification. The Department reserves the right to, in its sole discretion, determine what advertising or identification is considered unacceptable.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and Contract termination.

4. Options (OEM, Required Aftermarket, and Identified Aftermarket), Component, Feature or Configuration

All Representative Models, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options must be manufactured by the specified Manufacturer of the Commodity provided. Where a Representative Model is specified for an Option Component, Feature or Configuration, only the specified Representative Model may be offered and provided. All OEM Options, Component, Feature or Configuration, either Manufacturer, Port or Dealer installed, must be new and meet the requirements, specifications, terms, and conditions herein, and are subject to prior Customer approval. All OEM Options, Identified Aftermarket Options, Component, Feature or Configuration of the Representative Model, as specified by the Department and ordered by the Customer, shall be fully assembled and installed by the Manufacturer, except as follows:

4.1 If the Option, Component, Feature or Configuration is specified as a port installed Option or Dealer installed Option by the Manufacturer; or

4.2 If the Option, Component, Feature or Configuration is not available from the Manufacturer, the Option, Component, Feature or Configuration may be assembled by its respective Manufacturer and installed by the Contractor.

5. Luxury or Sport Vehicles or Features

Unless otherwise indicated within the individual Representative Model, OEM Option, Required Aftermarket Option or Identified Aftermarket Option specification, no luxury or sports features will be considered or permitted. The Department, in its sole discretion, shall determine what is a luxury or sport feature. To date, the Department has determined: luxury or sports vehicle brands and features shall include, but are not limited to, the following brands, types, and components:

5.1 Acura, Alfa Romeo, Aston Martin, Audi, Bentley, BMW, Bugatti, Cadillac, Ferrari, Infiniti, Jaguar, Koenigsegg, Lamborghini, Land Rover, Lexus, Lincoln, Lotus, Maserati, Maybach, McLaren, Mercedes-Benz, Pagani, Porsche, Rolls-Royce, Spyker, Tesla and Volvo.

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5.2 Coupes, two-seaters, supercars, cabriolets, convertibles (soft top or hardtop), roadsters, grand-tourers, and signature or specialty editions.

5.3 Leather upholstery (seats or interior), sunroofs, and moon roofs.

6. Installation

When installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, as specified in the Charges and Fees section. All materials used in the installation shall be new and unused and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location. The Contractor shall protect the installation site from damage and shall repair any equipment damages caused during installation. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on the installation site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

6.1 Body Transfer and 3rd Party Body Installations

In the event the Customer chooses to purchase or supply a cab and chassis, or cutaway van separately, the Contractor must facilitate obtaining the required Manufacturer Certified Certificate, perform Manufacturer required pre-delivery inspection and ensure all proper tag and title documents are present during the inspection and delivery pursuant to Florida license requirements. The Contractor shall inform the Customer, upon receipt of the order, of any additional charges for installation of the Option(s), which are subject to the Department's approval. The Department reserves the right to reject an installation charge if, within the Department's sole discretion, the proposed installation charge does not align with standard market prices. The Manufacturer must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the Representative Model's price; however, an additional cost may occur for installation by the Contractor or body upfitter. The installation cost may vary due to the body configuration, however the installation price shall be included on the Price Quote Form (PQF) from the Contractor.

7. Full-Service Repair Facilities

The Contractor shall maintain at least one factory-authorized service station or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract term at no additional cost to Customer(s) or the Department. The Contractor shall promptly notify the Department in writing of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

Notwithstanding the foregoing, the Contractor may offer Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor will list this additional service as a separate item on the invoice.

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8. Federal and State Standards

It is the intent of the Department that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of Commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida laws, requirements, and regulations that apply to the type and class of Commodities and contractual services being provided. It is the intent of the Department that the Contractor(s) comply with all applicable federal and State of Florida regulations regarding the Commodities and contractual services' specifications, safety, and environmental requirements, including any legislation or regulations which become effective during the term of the Contract and shall become a part of the Contract. The Contractor(s) shall meet or exceed any such requirements of the laws and regulations applicable to the type and class of commodities and contractual services provided. If an apparent conflict exists, the Contractor, regardless of whether it's the Manufacturer or Dealer, shall contact the Department's Contract Manager in writing no later than 24 hours after identification of the conflict.

9. Acceptable Publications

The Customer may request, and the Contractor shall provide, within three Business Days of any request, acceptable and supporting information or documentation relative to its product. Acceptable and supporting information or documentation includes, but is not limited to:

1. Manufacturer's Computer Printouts (e.g., Chrysler's "DIAL SYSTEM", Ford's "DORA", GM's "AutoBook", or a Department approved equivalent),.
2. MSRP list. The MSRP and MSRP list may not be custom or solely developed, created, maintained, altered, revised, changed, or utilized for purposes of the contract (see definition, MSRP).
3. Manufacturer's Standard Warranties;
4. Autodata, Inc. d/b/a Chrome Data's PC Carbook applications, PC Carbook Plus, and Carbook Pro Fleet Edition; and
5. The Manufacturer's official fleet or retail websites.

During the term of the Contract, the Contractor shall supply printed sales literature and technical information to Customers upon request, unless the literature and information requested is available on the Contractor's or Manufacturer's web site. If the literature and information is available on the Contractor's web site, the Contractor shall direct the requesting Customer to its specific website location.

10. Testing

Samples of delivered Commodities and contacted services may be selected at random by the Department or Customers and tested for compliance with the requirements, specifications, terms, and conditions.

11. Warranty

The Manufacturer's standard warranty shall cover all Commodities and contractual services offered through the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage

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shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any Federal, state or local governments. The Manufacturer's standard warranty shall be in effect for a minimum term of one year from the Customer's acceptance, as specified in the "Final Inspection and Acceptance" section, and shall begin only at the time of acceptance by the Customer.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms, and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions. Customers shall contact the Dealer or Manufacturer regarding the Manufacturer standard warranty terms and conditions.

12. Recall(s)

In the event there is a recall of any of the Commodities, including but not limited to, any of its components or any other parts therein, ("Vehicle Recall"), the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer, give the Department and each Customer reasonable assistance in locating and recovering any equipment or recalled equipment that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor shall ensure defective recalled equipment are rectified, replaced and destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions. All Contractor efforts relating to recalled equipment shall be at Contractor's own expense.

13. Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement

The Contractor shall provide notification of a Manufacturer's Last Order Date by email to the Department's Contract Manager no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date. In the event the Manufacturer gives less than 30 calendar days' notice of a Last Order Date to the Contractor, the Contractor shall notify, by email or telephone, the Department's Contract Manager no later than the next Business Day following Contractor receiving notice of the Last Order Date from the Manufacturer. When available, the Contractor shall immediately provide copies of the Manufacturer's notice of the Manufacturer's Last Order Dates to the Department's Contract Manager.

The Contractor shall notify the Customer and the Department's Contract Manager in writing of any production schedule changes associated with the Customer's order within one Business Day. Upon receipt of a purchase order from a Customer, the Contractor shall immediately notify the ordering Customer's representative(s) of any conflicts with the Manufacturer's Last Order Date by telephone and include the Manufacturer's Last Order Date in the completed Acknowledgement of Order Form provided to Customer in accordance with Acknowledgement of Order section. Should the Contractor improperly notify a Customer or the Department of a Manufacturer's Last Order Date, it may be grounds for termination of the Contract. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, the Customer may cancel the purchase order without penalty, or maintain the purchase order knowledgeable of the risk of potential non-delivery without

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recourse. Upon receipt of the required telephone notification or the Acknowledgement of Order Form notifying the Customer of the Manufacturer's Last Order Date, all purchase orders received by the Contractor and maintained by the Customer after a Manufacturer's Last Order Date shall be subject to awarded Commodity availability.

After the Manufacturer's Last Order Date, the Contractor may provide the new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract Prices, discounts, requirements, terms, and conditions.

If the Contractor wishes to replace any awarded Representative Model with a newer model year of the awarded Commodity due to a Manufacturer's Last Order Date, product revision, product alteration, product addition, or product technical improvement, the Contractor shall submit the price/model update in the format requested by the Department's Contract Manager. The proposed replacement must be comparable to the awarded Representative Model and must meet or exceed the Contract requirements, specifications, terms, and conditions. Additionally, the intended replacement offered must be equal to or less than the current Contract Price for the awarded Vehicle the Contractor is seeking to update. The new pricing updates cannot exceed the current Contract Price for the Vehicle being replaced. While vehicle updates or replacements may be offered at any time during the Contract term, price updates shall be submitted in accordance with the Section 25, Price Adjustments. The Contractor shall provide the Department with any documents requested by the Department to fully review the Contractor's request. The Department, at its sole discretion, will make the determination as to whether accept or reject the proposed replacement vehicle offered. If the Department rejects the proposed replacement offered, or if there is no intended replacement offered for an awarded Vehicle that is no longer available, the Department may, at its sole discretion, remove the Vehicle from the Contract.

In the event that a Representative Model is no longer available, the Contractor shall be responsible for notifying the Department's Contract Manager in writing no later than seven calendar days after the Contractor becomes aware of the unavailability.

14. Vehicle Needs

All State Agencies shall comply with section 287.151, F.S. Customers shall communicate their vehicle performance needs and requirements to the designated Contractor representatives identified in the Contract prior to requesting the Exhibit E, Price Quote Form (PQF). The Customer is encouraged to seek more than one quote from the identified awarded Contractors of the Vehicle, where available.

15. Price Quotes

The Contractor prepares and submits to the Customer a price quote for the requested Vehicle(s) using the Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), OEM Options and OEM Options Discount(s), Identified Aftermarket Options and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured shall not exceed the current MSRP at the time of verification by the Department. The price quoted for the Representative Model(s) and OEM Options, OEM Options Discount, Identified Aftermarket Options and Required

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Aftermarket Options shall not exceed the current Contract's prices and discounts. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's quote request. Customers are encouraged to seek more than one quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP.

16. Department Approval (State Agency Only)
After receipt of the Contractor completed PQF that is acceptable to the Customer, the Customer will develop a justification to support price reasonableness and complete the MP6301, Request for Acquisition of Motor Vehicle(s) and Mobile Equipment Form, which is available at:

https://www.dms.myflorida.com/business_operations/fleet_management_and_federal_property_assistance/fleet_management/purchase_of_mobile_equipment

The Customer shall submit a completed MSRP List and MP6301 Form, along with the PQF completed by the Contractor, to the Department's Bureau of Fleet Management for approval.

17. Purchase Order (State Agency Only)
Upon Department approval of a State Agency request, the Customer shall process a purchase order using normal purchasing processes. The purchase order will include a copy of the Department approved Exhibit E, PQF, and accompanying MSRP List with any submitted requisition. All orders submitted by Customers of the Contract shall be placed using a purchase order. Orders issued by Customers shall be in accordance with the Ordering Instructions, Prices, Discounts, requirements, specifications, terms, and conditions of the Contract. The following terms apply to the Contractor and the Customer's use of a purchase order:

17.1 Customers may only place, and Contractors shall only accept, purchase orders for Vehicles included in the Contractor's awarded Contract. Customers are responsible for including the following information on and with the purchase order, for each Vehicle ordered:

17.1.1 Customer name and their contact information;

17.1.2 Contractor Information from the Ordering Instructions;

17.1.3 State Term Contract Number and Name;

17.1.4 Representative Model Information; Commodity Code and Line Number, standard description, and price; Paint/finish color if other than the standard white (or other standard color if white is not available from the Manufacturer); Option Information (if applicable, individually listed): Manufacturer's Option Code and Description, Option MSRP, Option Discount, and Option Net Price or Option MSRP Credit (as applicable, per the Ceiling Prices Section and the Charges and Fees Section). State Agencies must include a copy of the applicable Exhibit E, PQF, and accompanying MSRP List with any submitted requisition;

17.1.5 Required Aftermarket Options (if applicable, individually listed); Required Aftermarket Option description and price [per the Ceiling Prices section and the Charges and Fees section];

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17.1.6 Identified Aftermarket Option Information (if applicable, individually listed); Identified Aftermarket Option Description and Identified Aftermarket Option Price [per the Ceiling Prices Section and the Charges and Fees section];

17.1.7 Non-Identified Aftermarket Options not procured under the Contract shall be separately itemized on the PQF and the purchase order, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed by brand and model, with labor charges, including installation, listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured under this Contract shall not exceed the current MSRP at the time of verification by the Department;

17.1.8 New License Plate Fee (if applicable, per Commodities Title and Registration section);

17.1.9 Any Customer special instructions, requirements, specifications, terms, and conditions; and

17.1.10 The total cost for the Representative Model, OEM Option(s) (if any), Identified Aftermarket Option(s) (if any), Required Aftermarket Option(s) (if any), and New License Plate Fee (if applicable).

17.2 The Contractor shall place an order with the Manufacturer(s), within seven calendar days of receipt of the purchase order, unless the Contractor has the ordered Representative Model in their possession that meets the Customer's purchase order requirements. All orders placed with the Manufacturer(s) shall be made in full compliance with the requirements, specifications, terms, and conditions herein.

17.3 The Contractor shall honor all purchase orders received during the Contract period and which are received prior to the Manufacturer's Last Order Date for Commodities the Contractor is currently awarded. Purchase orders are deemed received upon delivery. This may allow for the provision of the next new model year of the awarded Commodity, which meets the specifications herein, at the existing Contract prices, discounts, requirements, terms, and conditions.

17.4 The Contractor, from receipt of the purchase order until delivery is made to the Customer, shall promptly notify the Customer of any potential delivery delays. Additionally, the Contractor must promptly advise the Customer if their order may not be delivered prior to the end of the Customer's Fiscal Year (State Agency's Fiscal Year ends June 30). Note: Evidence of intentional delays in delivery may be cause for default proceedings and Contract termination.

18. Acknowledgement of Order

For each order, the Contractor shall email the ordering Customer with a fully completed Exhibit F, Acknowledgement of Order Form, within five Business Days of receiving the Customer's purchase order. The Contractor must use the Acknowledgment of Order Form and shall not make any alterations. Failure to timely provide the Customer with the Acknowledgement of Order Form shall be deemed the Contractor's acceptance of the order, which, if necessary, shall require the Contractor to provide the newest model of the Commodity which meets the prices, discounts, requirements, specifications, terms, and conditions herein.

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19. Accept Order

The Contractor shall deliver the awarded Vehicle(s) and equipment listed on the purchase order in accordance with the prices, discounts, requirements, specifications, terms, and conditions of the Contract and purchase order. The Contractor must email the fully completed Exhibit F, Acknowledgement of Order Form, to the Customer within five Business Days from the date the Contractor receives the purchase order. Failure of the Contractor to provide the Customer the Acknowledgement of Order Form within five Business Days from the date the Contractor received the purchase order will be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the vehicle which meets the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle. If a new model year of the awarded Commodity is not available or cannot be delivered within the contractual timeframe, the Contractor must provide a comparable new model of equal or better value which meets or exceeds the requirements, specifications, terms, and conditions herein and shall not exceed the Contract ceiling price for the Customer ordered Vehicle.

The Contractor's proposed substitution is subject to prior approval by the Customer and the Department.

The Contractor must provide the following information in the Exhibit F, Acknowledgement of Order Form:

19.1 The estimated delivery date of the ordered Representative Model including, if applicable, OEM and Identified Aftermarket Options;

19.2 The Manufacturers' order confirmation, unless the Contractor has the Representative Model which conforms with the Customer's purchase order in stock;

19.3 The OEM, Identified Aftermarket Options, and Required Aftermarket Option(s) in the Contractor's possession, if applicable; and

19.4 The Manufacturer's associated production schedule;

19.5 The Manufacturer's Last Order date and the date notice was provided to the Department's Contract Manager in accordance with the Manufacturer's Last Order Date, Production Notification, and Representative Model Replacement section listed in the Scope of Work.

Submission of the Exhibit F, Acknowledgement of Order Form, is to be the responsibility of the Contractor without prompting or notification by the Department's Contract Manager or Customer.

The Contractor's failure to submit completed Acknowledgement of Order forms to the ordering Customers may be cause for default proceedings and Contract termination.

20. Transportation and Delivery

In conjunction with the Ceiling Prices section listed in the Scope of Work, Representative Model and OEM Options net prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation and Delivery of goods shall be Free on Board (FOB) Destination to any location statewide as follows:

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1. Equipment not in stock or unavailable from a Manufacturer at time of order must be delivered within 120 calendar days after receipt of order, unless otherwise agreed to by the Customer. For any delivery not made within the 120-calendar day timeframe, the Department's Contract Manager must be notified immediately by the Contractor and given a copy of the purchase order. The Contractor must provide the Department's Contract Manager any requested information and a timeframe for completion of the order.

2. Equipment in stock must be delivered within 14 calendar days after receipt of the order with one exception: Commodities requiring post-Manufacturer Dealer installed OEM Options or accessories shall be delivered within 30 calendar days after receipt of the Commodities from the Manufacturer(s).

Delivery of the awarded new, unused Vehicle(s) is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of 24 hours' written notice prior to delivery. Deliveries will be received only between 8:00 a.m. and 3:00 p.m. (Customer's local time) during Business Days unless previously arranged and approved by the Customer in writing.

Deliveries of awarded new Vehicles are made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled vehicle with less than 250 odometer miles at delivery, the self-propelled vehicle may, with the Customer's prior approval, be driven to the delivery location. The Contractor must make every effort to minimize the number of odometer miles at delivery. At the Customer's option, vehicles with more than 250 odometer miles at delivery may be rejected, or $0.50 per mile in excess of 250 odometer miles may be deducted from the invoice and payment owed to Contractor. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws. All vehicle Commodities delivered by the Contractor to the Customer shall contain no less than one-quarter tank of fuel as indicated by the fuel gauge at the time of delivery.

The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection (PDI) and is responsible for delivering an ordered Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:

1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;
2. Check and fill all fluid levels to ensure proper fill;
3. Adjust engine(s), motor(s), and drive(s) to proper operating condition(s);
4. Inflate tires (including any spares) to proper pressures;
5. Check to ensure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.; and
7. Ensure that the Vehicle is completely assembled (unless otherwise noted in the specification) including but not limited to, the Representative Model, OEM Options (if applicable), Required Aftermarket Options (if applicable), Identified Aftermarket Options (if applicable) and thoroughly tested and ready for operation upon Delivery.

All Vehicles shall be delivered with each of the following applicable documents completed and included:

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1. Copy of the Manufacturer's Pre-Delivery Inspection (PDI) form, which meets or exceeds the requirements herein;
2. Copy of the ordering Customer's purchase order;
3. Copy of the applicable Contract specification(s) and Contractor's current Price Sheet(s) (C.1 – C.6) information;
4. Copy of the Manufacturer's Invoice(s) for each awarded Commodity, including individual Representative Model, OEM Options, Required Aftermarket Options, Non-Identified Aftermarket Options and Identified Aftermarket Options, in the shipment;
5. Proof of Manufacturer's MSRP (commonly known as the window sticker) if applicable, which shall not be adhered to the Vehicle and instead provided with the documents listed herein;
6. Manufacturer's certificate of origin, if applicable;
7. Manufacturer's operator manual, and (if not included in the operator manual) one copy of the Manufacturer's lubrication and maintenance instructions;
8. Copy of the Manufacturer's standard warranty certifications;
9. Sales Tax Exemption Form, if applicable;
10. Temporary tag and 20-day extension tag, if applicable; and
11. DHSMV 82040, Application for Certificate of Title and vehicle registration, if applicable.

Deliveries that do not include all above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused. Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Customer may be cause for default proceedings and Contract termination.

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Commodity that was previously rejected upon initial delivery.

21. Inspection and Acceptance

Section 6.4, Inspection and Acceptance of Commodities, of Exhibit D, Special Contract Conditions, is supplemented by adding the following:

The Customer, within five Business Days of delivery, should inspect the Commodity received for acceptability. The Customer should compare the physical Commodity delivered, contract prices, discounts, requirements, specifications, Customer order, and Manufacturer's MSRP Window Sticker / Manufacturer's Invoice(s) to ensure the Commodity received meets or exceeds the requirements, specifications, terms, and conditions of the Contract and Customer Order. Additionally, the Customer should inspect the Commodity for any physical damage. The Contractor is obligated to correct any errors or damage to the Commodity at no cost to the Customer, including providing Replacement Parts. Failure by the Customer to discover an error in the Commodity shall not relieve the Contractor from its obligation to correct the error or damage in the event it is found any time after the Commodity is delivered.

Inspection and acceptance shall be the Customer's responsibility and occurs at the location of the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until the Commodity is accepted by the Customer. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Customer shall assist the Contractor by:

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- Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading;
- Reporting any known visible and concealed damage to the carrier and the Contractor;
- Confirming above information in writing within 15 Business Days of delivery, requesting that the carrier inspect the damaged merchandise; and
- Providing the Contractor with a copy of the carrier's bill of lading and damage inspection report.

Transportation and delivery of the Commodity does not constitute acceptance for the purpose of payment. Acceptance of the Commodity and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Commodity is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Commodity be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required Customer-approved, corrective action.

If the Commodity requires service or adjustments as part of the Customer-approved identified corrective action(s), the Contractor shall either correct the issue or be responsible for reimbursing the Manufacturer's local service dealer or others selected by the Customer to remedy the defect. The Contractor shall initiate such required service or adjustments within two Business Days following notification by the Customer. The Commodity shall not be accepted until all service or adjustments are satisfactory, and the Commodity is re-delivered in acceptable condition. All costs of transportation and delivery incurred for initial delivery and any re-deliveries due to non-Customer error or Commodity damage are the responsibility of the Contractor.

The Customer shall notify the Department of any Contract deviation that it cannot resolve with the Contractor. The Department and Customer shall develop a corrective action plan related to the Contract deviation, which may include the Customer's permanent refusal to accept the Commodity, in which case the Commodity shall remain the property of the Contractor, and the Customer and the State shall not be liable for payment for any portion thereof.

22. Commodity Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Commodity(ies) supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Representative Model, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options and Non-Identified Aftermarket Options ordered by the Customer and provided by the Contractor are fully compatible with each other. The Contractor's acceptance of the Customer's purchase order shall indicate that the Contractor agrees to deliver Commodity(ies) that are fully compliant and compatible with the purchase order requirements, specifications, terms, and conditions.

In the event any ordered Representative Model, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Vehicle's respective features, equipment, and components are found by the Customer to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Customer's discretion, be required to do one of the following:

- Install or repair at its own cost the Representative Model, Options, OEM Options, Required Aftermarket Options, Identified Aftermarket Options, and Vehicle's respective features, equipment, and components;

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- Replace at its own cost the Representative Model, Options, and the Vehicle's respective features, equipment, and components; or
- Refund the purchase price of the applicable Representative Model, Options, OEM Options, Required Aftermarket Options, and Identified Aftermarket Options to the Customer.

Any changes necessary after the delivery of the Commodity / Commodities that are required to bring a Commodity / Commodities into compliance or compatibility due to an incorrect order fulfillment by the Contractor are to be accomplished at the Contractor's expense.

23. Commodities Title and Registration

Contractor shall title and register Vehicles delivered under the Contract for the Customer in accordance with Florida Law, including Chapters 319 and 320, F.S. The Contractor shall provide any necessary form(s) that must be signed by an authorized representative of the Customer with the awarded Commodity(ies) at delivery, and the Contractor shall obtain any necessary signature(s) and complete the titling and registration process for the Customer within the timeframe agreed to by the Customer and the Contractor.

In the event the Customer is permitted by law to obtain title and registration for the Vehicle independent of the Contractor, and chooses to obtain title and registration independent of the Contractor, the Customer shall notify the Contractor in writing of this decision no later than three Business Days following receipt of the Acknowledgement of Order Form. However, the Customer shall then be obligated to title and register the awarded Commodity and the Contractor shall provide the Customer any documents necessary for the Customer to do so at the time of delivery.

The Contractor may obtain special plates such as "State", "County", or "City" from most county tax offices, but agency plates such as "DOT", "DC", "DNR", etc. shall be obtained from the Department of Highway Safety and Motor Vehicles, Division of Motor Vehicles, in Tallahassee, Florida.

For applicable awarded Commodities, Customers may elect to transfer an existing license plate, or may choose to obtain a new license plate, for which additional fees may apply.

- The Contractor is not required to obtain new license plates for the Customer unless there is a notation, and a new license plate fee is included on the purchase order.
- The Customer's purchase order notation for a new license plate shall include the request for a new license plate, what type of license plate is required, and a Customer point of contact including the person's name, title, and telephone number should there be any questions.

24. Deletions

During the Contract Term, the Department reserves the right to delete Commodities, including but not limited to, Groups, Manufacturers or brand names, Representative Models, from this agreement by removing them from Exhibit B, Price Sheet(s) (C.1 – C.6). Commodities may be removed at the sole discretion of the Department.

25. Price Adjustment

Prices may be adjusted with the Manufacturer's introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and Identified Aftermarket Options awarded to the Contractor. All requests must be submitted by the Contractor to the Department's Contract Manager between September 1 and October 31 of each year. All

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price adjustments shall be based on the average percent change (up or down) in the Producer Price Index (PPI) for the applicable Series ID shown below between the months of September and October for the prior five years. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

Groups	Series ID	Product
Group 1, Sub-Groups A and B; and Group 2	3361103361101	Passenger cars and chassis
Group 1, Sub-Group G	3369913369913	Motorcycles, including three-wheel motorbikes, motor scooters, mopeds, and parts
Group 1, Sub-Groups C, D, E, and F; Group 3; Group 4; and Group 5	3361103361102	Trucks, truck tractors, & bus chassis 14,000 lb or less. Incl. minivans, & suvs
Group 6	3369993369991	Self-propelled golf carts and industrial in-plant personnel carriers and parts

When requesting a price adjustment, the Contractor must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested price adjustment for a particular Vehicle may not exceed the average percent change in the PPI between the months of September and October for the prior five years. Price increases shall not exceed the average percent change in PPI for the prior five years or three percent, whichever is less.

Average Percent Change Example:

Passenger cars and chassis (Series ID 3361103361101):

Year	Sep	Oct	% Change
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
2019	133.7	135.0	0.97%
2020	133.3	134.8	1.13%
Five-Year Average			**1.65%**

Price Adjustment Methodology:

$$C + (C \times P) = X$$

Where:
C = Current year model Base Vehicle Price
P = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 1.65% = 0.0165).
X = New year model adjusted price

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Price Adjustment Example:

$$\$20{,}000 + (\$20{,}000 \times 0.0165) = \$20{,}330$$

For any price adjustment exception which exceeds the average percent change in PPI between the months of September and October for the prior five years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and supporting documentation detailing substantial model improvements which provide additional value to the State. Price adjustment exceptions will be calculated by applying the same percentage discount off MSRP as submitted in original bid.

Price Adjustment Exception Methodology:

$$N - \left(N \times \left(\frac{(M - B)}{M}\right)\right) = X$$

Where:
B = Current year model Base Vehicle Price bid
M = Current year model MSRP
N = New year model MSRP
X = New year model adjusted price

Price Adjustment Exception Example:

$$\$22{,}499 - \left(\$22{,}499 \times \left(\frac{(\$21{,}999 - \$20{,}000)}{\$21{,}999}\right)\right) = \$20{,}454.57$$

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will be reviewed separately and accepted or rejected ono an individual basis. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves or denies a price adjustment, the Department will provide in a written communication to the Contractor. Price adjustments may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

26. Ceiling Prices

The Representative Model Price for each Representative Model listed in the Contractor's submitted Price Sheet(s) (C.1 – C.6), shall be the not-to-exceed Ceiling Prices under the Contract. The OEM Options Discount listed in the Contractor's submitted Price Sheet(s) (C.1 – C.6) shall be the minimum discount applied to OEM Options.

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26.1 Charges and Fees

In addition to total profit, the ceiling prices established for the Representative Model price, OEM Options Net Prices (after the Option Discount is applied to the MSRP), the Required Aftermarket Option Prices and the Identified Aftermarket Option Prices bid are inclusive of all charges and fees, including but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes;
14. Profit; and
15. Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

27. OEM Options Discount

The discount percentage, listed for the Representative Model's OEM Options, shall be the minimum discount percentage applied off the current MSRP (Price, not MSRP Credit) for OEM Options during the Contract period. If an OEM Option has a positive MSRP (e.g., $1.00), then the OEM Option Discount (e.g., 10%) will provide a lower OEM Option Net Price for the individual OEM Option (e.g., $1.00 MSRP x (1-10% OEM Options Discount)] = $0.90 OEM Option Net Price); OEM Option's Net Prices shall be rounded to the nearest whole cent. OEM Option's MSRP Credits will be stated as the MSRP list price, with the OEM Option Discount applied. The OEM Option's discount percentage does not apply to the OEM Options listed on the pricing sheets and shall only be applied to upgrades made to the Representative Model specifications based on performance needs.

28. Contractor's Use of Dealers

The Contractor may engage Dealers in accordance with the terms herein to provide sales and support for the awarded Commodities offered under this Contract. In the event the Contractor elects to use Dealers, the Contractor shall remain fully accountable for ensuring that the Dealer complies with the terms of this Contract. In the event the Dealers fail to comply with the terms of this Contract, the Contractor shall remain fully liable. The Contractor shall ensure that Dealers provide Customers with the authorized Commodities and pricing listed in the Price Sheet(s). The Contractor shall remain responsible for receiving purchase orders and shall remain responsible for invoicing the Customer for payment. All invoices shall remain in the name of the Contractor. The Contractor may not utilize Dealers until receiving express authorization from the Department. Information regarding the Contractor's addition of Dealers can be found at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/subcontractor_dealer_reseller_forms.

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29. Performance Qualifications
The Department reserves the right to investigate or inspect at any time whether the Commodities, qualifications, or facilities offered by Contractor meet the Contract requirements. The Contractor shall at all times during the Contract term remain responsive and responsible. In determining Contractor's responsibility as a Contractor, the Department shall consider all information or evidence which is gathered or comes to the attention of the Department and demonstrates the Contractor's capability to fully satisfy the requirements of the Contract.

If the Department determines the terms of the Contract are not complied with, or that the equipment or parts proposed to be furnished does not meet the specified requirements set forth herein, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Department may terminate the Contract.

30. Approved Equivalents
During the Contract term, if a Customer orders a component, feature, or configuration of a Representative Model which is not available, the Contractor may propose an alternative, equivalent product to fulfill the order requirements. The Contractor shall submit a detailed description, including a correlating product analysis, and any other requested documents to the Department for review.

31. Contract Reporting
The Contractor shall report information on orders received from Customers associated with this Contract. No revised MSRP lists, or price adjustments will be considered for any Contractor who has outstanding reports, or any other documentation required under the Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State's Fiscal Year	30 Business Days after close of the period
Preferred Pricing Affidavit (in accordance with section 3.2.2. of the Special Contract Conditions)	Annual	Contract Anniversary Date

32. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee & Reporting section and Training for Vendors section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

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VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

33. Quarterly Sales Reports
The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within 30 calendar days after close of each quarter. The quarterly sales report can be found here at the following link: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result default proceedings and Contract termination. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period
Quarter 2 – (October-December) – due 30 calendar days after the close of the period
Quarter 3 – (January-March) – due 30 calendar days after the close of the period
Quarter 4 – (April-June) due 30 calendar days after the close of the period

34. Diversity Report
The Contractor shall report to each Customer its spending with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code and Federal Employer Identification Number of each minority business utilized during the period, Commodities provided by the minority business enterprise, and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

35. Ad Hoc Reports
The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

36. Business Review Meetings
In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Review of successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

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37. Financial Consequences

Deliverable	Performance Metric	Performance Due Date	Daily Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide accurate Price Quote Forms to Customers	All Price Quote Forms will be timely provided to Customers with accurate information	PQFs are due within two business days following Customer request	$250 per inaccurate or untimely Price Quote Form
Contractor will adhere to the Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement section of the SOW	The Contractor shall adhere to the Manufacturer's Last Order Date notification requirement	Notice will be provided pursuant to the SOW and no later than 30 calendar days prior to the effective date of the Manufacturer's Last Order Date	$250 per Calendar Day late/not received by the Contract Manager
Contractor will adhere to the Manufacturer's Last Order Date Notification, Production Schedule Notification, and Representative Model Replacement section of the SOW	The Contractor shall adhere to the Production Schedule notification requirement	Notice will be provided pursuant to the SOW and within one Business Day of a production schedule change	$50 per Calendar Day late/not received by the Contract Manager
Contractor will timely provide Diversity Report (submitted to the Customer)	Timely provide Diversity Report	Report will be provided no later than 10 Business Days after the end of the State fiscal year	$250 per Calendar Day late/not received by the Contract Manager

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Ad hoc report(s)	Provide ad hoc reports as requested	Within the timeframe agreed to by the Department and the Contractor or Customer and Contractor	$250 per occurrence

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial Consequences will be assessed daily for each individual failure until the performance or submittal is accomplished to the Department's or Customer's satisfaction, unless stated otherwise. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

No favorable action will be considered for any Contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

38. MSRP List

Prior to Contract execution and during the life of the Contract, the Contractor shall submit a current and complete MSRP List for each awarded Representative Model, which shall include the MSRP for the Representative Model, OEM Options, Required Aftermarket Options and the Identified Aftermarket Options. The MSRP List is subject to the Department's approval. The MSRP List shall include the following: Manufacturer's Model Number, Manufacturer's Item Description, and MSRP. Include a cover page, which shall list the applicable Group and Sub-Group, Manufacturer/Brand, Representative Model(s), and MSRP List date. The Department will verify MSRPs and, if a Contractor's pricing differs from the published MSRPs, determine any adjustments allowed or necessary for reconciliation. The Contractor shall be responsible for removing all non-eligible and unacceptable commodities under the Contract from the Contractor's MSRP List.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit C
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions. The following subsections of the Special Contract Conditions referenced below are replaced in their entirety:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the

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Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

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13.2 E-Verify.
The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions. The following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is 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 or state agency 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 or a state agency within 10 Business Days after the request is made.

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Exhibit D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

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SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

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3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

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Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

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AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

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All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

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The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

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responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

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The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 25100000-21-STC
Contract Name: Motor Vehicles

This Contract Amendment to Contract No. 25100000-21-STC is made by the State of Florida, Department of Management Services ("Department") and Step One Automotive Group, LLC ("Contractor"), with its principal place of business located at 541 Mary Ester Cutoff N W, Ft Walton Bch, FL 32548, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into Contract No. 25100000-21-STC, which became effective on November 17, 2021, for the provision of Motor Vehicles;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in subsection 6.9, Modification and Severability of Exhibit D, Special Contract Conditions;

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment.

The Contract is amended to replace **Section 15, Price Quotes**, of the Scope of Work in its entirety with the following:

15. Price Quotes
The Contractor prepares and submits to the Customer a price quote for the requested Vehicle(s) using the Exhibit E, Price Quote Form (PQF). All requested Representative Model(s), OEM Options and OEM Options Discount(s), Identified Aftermarket Options and Non-Identified Aftermarket Options shall be itemized on the PQF, along with the applicable pricing information. Non-Identified Aftermarket Options shall be listed separately and include brand and model information, along with labor charges and installation charges listed separately. Pricing for Customer orders of Non-Identified Aftermarket Options not procured shall not exceed the current MSRP at the time of verification by the Department. The price quoted for the Representative Model(s) and OEM Options, OEM Options Discount, Identified Aftermarket Options and Required Aftermarket Options shall not exceed the current Contract's prices and discounts. Any charges and fees extended to the Customer, if allowable in accordance with the Charges and Fees section of the Scope of Work, must be listed separately on the PQF. The PQF shall be completed by the Contractor and returned to the Customer within two Business Days of the Contractor's receipt of the Customer's quote request. The PQF must be accompanied by an MSRP List that includes all Commodities listed on the PQF, as well as documentation and justification for any charges and fees extended to the Customer (if applicable). The Contractor shall be responsible for removing all non-eligible and unacceptable Commodities, charges, and fees under the Contract from the PQF. Customers are encouraged to seek more than one

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quote from the identified awarded Contractors, where available. Customers may negotiate with the Contractor to establish a lower price through a greater discount percentage off MSRP or a reduction in charges and fees (if applicable).

The Contract is amended to replace **Section 25, Price Adjustment**, of the Scope of Work in its entirety with the following:

25. Price Adjustment

With the Department's approval, prices may be adjusted with the Manufacturer's introduction of new year models for vehicles awarded to the Contractor and any correlating Required Aftermarket Options and Identified Aftermarket Options awarded to the Contractor. All price adjustments shall be based on the average percent change (up or down) in the Producer Price Index (PPI) for the applicable Series ID shown below between the months of September and October for the prior five years. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.

Groups	Series ID	Product
Group 1, Sub-Groups A and B; and Group 2	3361103361101	Passenger cars and chassis
Group 1, Sub-Group G	3369913369913	Motorcycles, including three-wheel motorbikes, motor scooters, mopeds, and parts
Group 1, Sub-Groups C, D, E, and F; Group 3; Group 4; and Group 5	3361103361102	Trucks, truck tractors, & bus chassis 14,000 lb or less. Incl. minivans, & suvs
Group 6	3369993369991	Self-propelled golf carts and industrial in-plant personnel carriers and parts

When requesting a price adjustment, the Contractor must submit a justification in writing to the Department's Contract Manager detailing the reasons for the price adjustment request and in the format requested by the Department's Contract Manager.

The requested price adjustment for a particular Vehicle may not exceed the average percent change in the PPI between the months of September and October for the prior five years. Price increases shall not exceed the average percent change in PPI for the prior five years or three percent, whichever is less.

Average Percent Change Example:

Passenger cars and chassis (Series ID 3361103361101):

Year	Sep	Oct	% Change
2016	131.3	134.2	2.21%
2017	130.4	134.0	2.76%
2018	133.0	134.6	1.20%
2019	133.7	135.0	0.97%
2020	133.3	134.8	1.13%

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Five-Year Average	1.65%

Price Adjustment Methodology:

$$C + (C \times P) = X$$

Where:
C = Current year model Base Vehicle Price
P = Five-year average percent change in PPI; percentages are expressed as decimals for calculation purposes (e.g., 1.65% = 0.0165).
X = New year model adjusted price

Price Adjustment Example:

$$\$20{,}000 + (\$20{,}000 \times 0.0165) = \$20{,}330$$

For any price adjustment exception which exceeds the average percent change in PPI between the months of September and October for the prior five years, an increase may be considered by submitting to the Department's Contract Manager a revised MSRP and supporting documentation detailing substantial model improvements which provide additional value to the State or unanticipated increases to the MSRP due to market conditions. Price adjustment exceptions will be calculated by applying the same percentage discount off MSRP as submitted in original bid.

Price Adjustment Exception Methodology:

$$N - \left(N \times \left(\frac{(M - B)}{M} \right) \right) = X$$

Where:
B = Current year model Base Vehicle Price bid
M = Current year model MSRP
N = New year model MSRP
X = New year model adjusted price

Price Adjustment Exception Example:

$$\$22{,}499 - \left(\$22{,}499 \times \left(\frac{(\$21{,}999 - \$20{,}000)}{\$21{,}999} \right) \right) = \$20{,}454.57$$

For a price adjustment exception request due to a change in market conditions where the MSRP for the new model is unpublished, the Representative Model price adjustment extended to Customers shall not exceed the difference between the Representative Model cost at the time of the request and the Representative Model price that existed at the inception of the Contract. The Contractor must request the Department's approval by submitting to the Contract Manager documentation and justification for the Representative Model price adjustment; the Contractor must explain the changes in market conditions that resulted in the Representative Model cost adjustment, identify the entity that

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

determines the Representative Model cost, and provide the methodology used to determine the amount of the Representative Model cost extended to Customers.

The Department reserves the exclusive right to approve or deny any price adjustment request and its effective date. Price adjustments will be reviewed separately and accepted or rejected on an individual basis. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. A price adjustment does not constitute a change to the Contract requiring an amendment executed by both Parties. After the Department approves or denies a price adjustment, the Department will provide in a written communication to the Contractor. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

The Contract is amended to replace **Section 26.1, Charges and Fees**, of the Scope of Work in its entirety with the following:

26.1. Charges and Fees

In addition to total profit, the ceiling prices established for the Representative Model price, OEM Options Net Prices (after the Option Discount is applied to the MSRP), the Required Aftermarket Option Prices and the Identified Aftermarket Option Prices bid are inclusive of all charges and fees that existed at the inception of the Contract including, but not limited to, the following:

1. Administrative;
2. Environmental;
3. Title Application and Registration;
4. License Plate Transfer;
5. Preparation;
6. Handling;
7. Freight;
8. Distribution;
9. Shipping;
10. Delivery to any point within the State of Florida;
11. Warranty;
12. Tire and Battery Fee;
13. Any other charges or fees necessary to deliver the Representative Model according to the requirements, specifications, terms, and conditions, exclusive of taxes; and
14. Installation (for Identified Aftermarket Options, Required Aftermarket Options, and OEM Options).

Charges and fees in excess of those that existed at the inception of the Contract may be extended to Customers only if the amount of the increase is attributable to changes in market conditions. The amount of the charge or fee extended to Customers shall not exceed the difference between the amount of the charge or fee at the time of the request and the amount of the charge or fee that existed at the inception of the Contract. Prior to extending any such charge or fee to Customers, the Contractor must request the Department's approval by submitting to the Contract Manager documentation and

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers. The Department reserves the exclusive right to approve or deny any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the Price Quote Form (PQF); the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____

Name: J. Todd Inman

Title: Secretary

Date:

Contractor:
Step One Automotive Group, LLC

By: DocuSigned by: Eric Jore F66209A7BDA4429...

Name: Eric Jore

Title: Government Account Manager

Date: 6/28/2022 | 2:18 PM EDT

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

justification for extending the amount of the charge or fee to Customers; the Contractor must explain the changes in market conditions that resulted in the charge or fee, identify the entity that determines and will receive the charge or fee (e.g. Manufacturer), and provide the methodology used to determine the amount of the charge or fee extended to Customers. The Department reserves the exclusive right to approve or deny any charge or fee request. Any charge or fee request will be reviewed separately and accepted or rejected on an individual basis. After obtaining written approval from the Department to extend a charge or fee to Customers, the approved amount of the charge or fee must be listed separately on the Price Quote Form (PQF); the Contractor shall provide documentation of the Department's approval with each PQF that includes the charge or fee.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: _____

Name: Pedro M. Allende

Title: Secretary

Date: 7/12/2022

Contractor:
Step One Automotive Group, LLC

DocuSigned by:

By: Eric Jore
F08209A7BDA4429...

Name: Eric Jore

Title: Government Account Manager

Date: 6/28/2022 | 2:18 PM EDT

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 2
Contract No.: 25100000-21-STC
Contract Name: Motor Vehicles

This Contract Amendment No. 2 to Contract No. 25100000-21-STC is made by the State of Florida, Department of Management Services ("Department") and Step One Automotive Group, LLC ("Contractor"), with its principal place of business located at 541 Mary Ester Cutoff NW, Ft. Walton Bch. FL 32548, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into Contract No. 25100000-21-STC which became effective on November 17, 2021, for the provision of Motor Vehicles;

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in subsection 6.9, Modification and Severability, of Exhibit D, Special Contract Conditions; and

WHEREAS the Parties agreed that the Contract may be renewed as provided in Section II., Renewal, of the Contract.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Renewal.
The Contract is renewed for a period of six (6) months, effective November 16, 2022, pursuant to the same terms and conditions with a new Contract expiration date of May 16, 2023.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by: Pedro Allende 5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 10/26/2022 | 10:00 AM EDT

Contractor:
Step One Automotive Group, LLC

By: DocuSigned by: ERIC JORE 0A03D315BF3048A...

Name: ERIC JORE
Title: Government Account Manager
Date: 9/29/2022 | 1:44 PM EDT

Attachment: Exhibit B - State of Florida Contract 25000000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

DocuSign Envelope ID: C94FFDF6-E7A8-42F4-A003-EEEC4054F260

Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 2
Contract No.: 25100000-21-STC
Contract Name: Motor Vehicles

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-150 Truck)

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.1: Price Sheet - Police Vehicles

Commodity Code: 25101702 (POLICE VEHICLES)

Sub-Group[1]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Required Aftermarket Option[12] Special Paint - FHP, Price ($#,###)	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]									
										Adjustable Rear Air Shock Absorbers, Price ($#,###)	Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Push Bumper, Sixteen Inches High, Price ($#,###)	Anti-Theft Security System, Automatic Activation, Price ($#,###)	Alternating Lamp Flashers, Price ($#,###)	Auxiliary Dome Light, Price ($#,###)	Accessory Outlets Bank, Three (3) Outlets, Price ($#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#,###)
Sub-Group C: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 2WD	Ford	13	2022 Ford Expedition 2WD 4dr XL SSV (U1F, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,350.00	3%	$ 600.00	120-180	N/A	$ 225.00	$ 225.00	$ 395.00	$ 595.00	$ 495.00	$ 1,256.00	$ 95.00	$ 125.00	N/A
		14	2022 Ford Expedition MAX 2WD 4dr XL SSV (K1F, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,499.00	2%	$ 600.00	120-180		$ 225.00	$ 225.00	$ 395.00	$ 595.00	$ 495.00	$ 1,256.00	$ 95.00	$ 125.00	
Sub-Group D: POLICE/SPECIAL SERVICE SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	Ford	18	2022 Ford Expedition 4WD 4dr XL SSV (U1G, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,799.00	2%	$ 600.00	120-180	N/A	$ 225.00	$ 225.00	$ 395.00	$ 595.00	$ 495.00	$ 1,256.00	$ 95.00	$ 125.00	$ 795.00
		19	2022 Ford Expedition MAX 4WD 4dr XL (K1G, 102A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 42,950.00	3%	$ 600.00	120-180		$ 225.00	$ 225.00	$ 395.00	$ 595.00	$ 495.00	$ 1,256.00	$ 95.00	$ 125.00	$ 795.00
		20	2022 Ford Utility Police Interceptor AWD 4dr (K8A, 500A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,192.00	2%	$ 600.00	120-180		$ 225.00	$ 225.00	$ 395.00	$ 595.00	$ 495.00	$ 1,256.00	$ 95.00	$ 125.00	$ 795.00
Sub-Group F: POLICE/SPECIAL SERVICE TRUCK, UNDER ONE TON, PICKUP, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	Ford	27	2022 Ford F-150 Police Responder XL 4WD SuperCrew 5.5' Box (W1P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,473.00	2%	$ 600.00	120-180	N/A	$ 225.00	$ 225.00	$ 395.00	$ 595.00	$ 495.00	$ 1,256.00	$ 95.00	$ 125.00	$ 795.00

KEY:

N/A - Not Available

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.3: Price Sheet - Minivans or Vans

Commodity Code: 25101505 (MINIVANS OR VANS)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]		
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Receiver / Hitc Package, Pric ($#,###)
Sub-Group A: VAN, PASSENGER	Industry Class: Mini/Special Purpose Passenger Van (5 to 7 Passenger)	Ford	3	2022 Ford Transit Connect Wagon 4dr Wgn LWB XL (S9E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 25,550.00	2%	180	$ 225.00	$ 225.00	$ 695.(
			4	2022 Ford Transit Connect Wagon 4dr Wgn LWB XL w/Rear Liftgate (E9E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 25,450.00	2%	180	$ 225.00	$ 225.00	$ 695.(
			5	2022 Ford Transit Connect Wagon 4dr Wgn LWB XLT (S9F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,395.00	2%	180	$ 225.00	$ 225.00	$ 695.(
			6	2022 Ford Transit Connect Wagon 4dr Wgn LWB XLT w/Rear Liftgate (E9F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,395.00	2%	180	$ 225.00	$ 225.00	$ 695.(
	Industry Class: Full Size Passenger Van (8 to 17 Passenger)	Ford	15	2022 Ford Transit Wagon T-150 130" Low Roof XL AWD (K2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,495.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			16	2022 Ford Transit Wagon T-150 130" Low Roof XL RWD (K1Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,395.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			17	2022 Ford Transit Wagon T-150 130" Low Roof XLT AWD (K2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,775.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			18	2022 Ford Transit Wagon T-150 130" Low Roof XLT RWD (K1Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,695.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			19	2022 Ford Transit Wagon T-150 130" Med Roof XL AWD (K2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,625.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			20	2022 Ford Transit Wagon T-150 130" Med Roof XL RWD (K1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,345.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			21	2022 Ford Transit Wagon T-350 148" High Roof XL RWD (X2X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,705.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			22	2022 Ford Transit Wagon T-350 148" High Roof XLT RWD (X2X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,999.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			23	2022 Ford Transit Wagon T-350 148" Low Roof XL RWD (X2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,505.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			24	2022 Ford Transit Wagon T-350 148" Low Roof XLT AWD (X9Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,825.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			25	2022 Ford Transit Wagon T-350 148" Low Roof XLT RWD (X2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,770.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			26	2022 Ford Transit Wagon T-350 148" Med Roof XL RWD (X2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,555.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			27	2022 Ford Transit Wagon T-350 148" Med Roof XLT RWD (X2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,811.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			28	2022 Ford Transit Wagon T-350 HD 148" EL High Roof XL DRW RWD (U4X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,755.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.3: Price Sheet - Minivans or Vans

Commodity Code: 25101505 (MINIVANS OR VANS)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]		
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Receiver / Hitc Package, Pric ($#,###)
			29	2022 Ford Transit Wagon T-350 HD 148" EL High Roof XLT DRW RWD (U4X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,999.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
	Industry Class: Mini/Special Purpose Cargo Van	Ford	40	2022 Ford Transit Connect Cargo Van LWB XL (S7S)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 23,950.00	3%	180	$ 225.00	$ 225.00	$ 695.(
			41	2022 Ford Transit Connect Cargo Van LWB XLT (S7T)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 25,999.00	2%	180	$ 225.00	$ 225.00	$ 695.(
			42	2022 Ford Transit Connect Cargo Van SWB XL (S6S)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 22,998.00	3%	180	$ 225.00	$ 225.00	$ 695.(
			43	2022 Ford Transit Connect Cargo Van SWB XLT (S6T)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,999.00	1%	180	$ 225.00	$ 225.00	$ 695.(
	Industry Class: 1/2 Ton Cargo Van	Ford	46	2022 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Sliding RH Dr (E1Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,160.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			47	2022 Ford Transit Cargo Van T-150 130" Low Rf 8600 GVWR Swing-Out RH Dr (E1Z)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,160.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			48	2022 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR AWD (E2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,999.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			49	2022 Ford Transit Cargo Van T-150 130" Low Rf 8670 GVWR RWD (E1Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,160.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			52	2022 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR AWD (E2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,555.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			53	2022 Ford Transit Cargo Van T-150 130" Med Rf 8670 GVWR RWD (E1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,999.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			54	2022 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR AWD (E2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,899.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			55	2022 Ford Transit Cargo Van T-150 148" Low Rf 8670 GVWR RWD (E1Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,292.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			56	2022 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR AWD (E2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,599.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			57	2022 Ford Transit Cargo Van T-150 148" Med Rf 8670 GVWR RWD (E1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,024.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
Sub-Group B: VAN, CARGO			64	2022 Ford Transit Cargo Van T-250 130" Med Rf 9070 GVWR RWD (R1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,736.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			66	2022 Ford Transit Cargo Van T-250 148" EL Hi Rf 9070 GVWR RWD (R3X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,859.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.3: Price Sheet - Minivans or Vans

Commodity Code: 25101505 (MINIVANS OR VANS)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]		
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Receiver / Hitc Package, Pric ($#,###)
	Industry Class: 3/4 Ton Cargo Van	Ford	67	2022 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR AWD (R2X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,555.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			68	2022 Ford Transit Cargo Van T-250 148" Hi Rf 9070 GVWR RWD (R1X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,775.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			69	2022 Ford Transit Cargo Van T-250 148" Low Rf 9070 GVWR AWD (R2Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,855.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			70	2022 Ford Transit Cargo Van T-250 148" Med Rf 9070 GVWR AWD (R2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,655.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
	Industry Class: One Ton Cargo Van	Ford	92	2022 Ford E-Transit BEV Cargo Van T-350 148" EL Hi Rf 9500 GVWR Sliding RH Dr (W3X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 49,500.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			93	2022 Ford E-Transit BEV Cargo Van T-350 148" Hi Rf 9500 GVWR (W1X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 48,400.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			94	2022 Ford E-Transit BEV Cargo Van T-350 148" Low Rf 9500 GVWR RWD (W1Y)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 45,300.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			95	2022 Ford E-Transit BEV Cargo Van T-350 148" Md Rf 9500 GVWR RWD (W9C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 46,499.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			101	2022 Ford Transit Cargo Van T-350 148" Low Rf 9500 GVWR Swing-Out RH Dr (W2Z)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,900.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			103	2022 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR Sliding RH Dr (W2C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,900.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			106	2022 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 10360 GVWR Sliding RH Dr (S4X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,899.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			107	2022 Ford Transit Cargo Van T-350 HD 148" EL Hi Rf 9950 GVWR Sliding RH Dr (F4X)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,500.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
Sub-Group C: VAN, CUTAWAY	Industry Class: 3/4 Ton and	Ford	137	2022 Ford Transit Cutaway T-250 RWD SRW 138" WB 9000 GVWR (R5P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,600.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			138	2022 Ford Transit Cutaway T-250 RWD SRW 156" WB 9000 GVWR (R5P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,900.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			139	2022 Ford Transit Cutaway T-350 AWD DRW 156" WB 9950 GVWR (F8P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,995.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.3: Price Sheet - Minivans or Vans

Commodity Code: 25101505 (MINIVANS OR VANS)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]		
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Receiver / Hitc Package, Pric ($#,###)
VAN, CUTAWAY, 2WD	Above Cutaway Van	Ford	140	2022 Ford Transit Cutaway T-350 AWD SRW 156" WB 9500 GVWR (W7P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,900.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			144	2022 Ford Transit Cutaway T-350 RWD DRW 178" WB 10360 GVWR (S6P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,000.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(
			145	2022 Ford Transit Cutaway T-350 RWD DRW 178" WB 9950 GVWR (F6P)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,500.00	2%	120-180	$ 225.00	$ 225.00	$ 695.(

KEY:

N/A - Not Available

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.1: Price Sheet - Light Trucks or Sport Utility Vehicles (Sport Utility Vehicles)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]				
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Receiver / Hitch Package, Price ($#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#,###)
Sub-Group A: SPORT UTILITY VEHICLE, 2WD	EPA Class: Small Sport Utility Vehicle, 2WD	Ford	6	2022 Ford EcoSport S FWD (S2F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 19,500.00	55%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	N/A
			7	2022 Ford EcoSport SE FWD (S2G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 22,399.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			8	2022 Ford Escape FWD 4dr S (U0F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 21,999.00	65%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			9	2022 Ford Escape FWD 4dr SE (U0G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,399.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			10	2022 Ford Escape SE Sport Hybrid FWD (U0B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 23,775.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
	EPA Class: Standard Sport Utility Vehicle, 2WD	Ford	31	2022 Ford Expedition 2WD 4dr XL (U1F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,399.00	25%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			32	2022 Ford Expedition 2WD 4dr XLT (U1H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 45,599.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			33	2022 Ford Expedition MAX 2WD 4dr XL (K1F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 42,599.00	25%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			34	2022 Ford Expedition MAX 2WD 4dr XLT (K1H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 48,399.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			35	2022 Ford Explorer FWD 4dr Base (K7B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,199.00	65%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
			36	2022 Ford Explorer FWD 4dr XLT (K7D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,660.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	
Sub-Group B: SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]	EPA Class: Small Sport Utility Vehicle, 4WD	Ford	48	2022 Ford Bronco Sport Base 4x4 (R9A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,950.00	50%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			49	2022 Ford Bronco Sport Big Bend 4x4 (R9B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 25,991.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			50	2022 Ford EcoSport S 4WD (S3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 20,600.00	75%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			51	2022 Ford EcoSport SE 4WD (S3G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 23,588.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			52	2022 Ford Edge 4dr SE AWD (K4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,399.00	55%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			53	2022 Ford Edge 4dr SEL AWD (K4J)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,900.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			54	2022 Ford Escape 4WD 4dr S (U9F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 23,990.00	65%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			55	2022 Ford Escape 4WD 4dr SE (U9G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,350.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			56	2022 Ford Escape SE Sport Hybrid AWD (U9B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 25,395.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			75	2022 Ford Expedition 4WD 4dr XL (U1G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 42,200.00	65%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			76	2022 Ford Expedition 4WD 4dr XLT (U1J)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 48,950.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.1: Price Sheet - Light Trucks or Sport Utility Vehicles (Sport Utility Vehicles)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]				
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Receiver / Hitch Package, Price ($#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#,###)
	EPA Class: Standard Sport Utility Vehicle, 4WD	Ford	77	2022 Ford Expedition MAX 4WD 4dr XL (K1G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 46,390.00	65%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			78	2022 Ford Expedition MAX 4WD 4dr XLT (K1J)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 50,995.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			79	2022 Ford Explorer 4WD 4dr Base (K8B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,299.00	65%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00
			80	2022 Ford Explorer 4WD 4dr XLT (K8D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,495.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00	$ 695.00	$ 895.00

KEY:

N/A - Not Available

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.2: Price Sheet - Light Trucks or Sport Utility Vehicles (Trucks Under One Ton)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]					
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Service Body, Compact, Price ($#,###)	Service Body, 96 Inch Length, Price ($#,###)	Undercoating Light Trucks a Sport Utility Vehicles, Pri ($#,###)
Sub-Group C: TRUCK, UNDER ONE TON, PICKUP, 2WD	EPA Class: Compact Pickup Truck, 2WD	Ford	7	2022 Ford Maverick XL SuperCrew FWD 2.5L Hybrid (W8E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 19,199.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			N/A
			8	2022 Ford Maverick XLT SuperCrew FWD 2.5L Hybrid (W8E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 21,395.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			
			9	2022 Ford Ranger XL 2WD SuperCab 6' Box (R1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 21,349.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			
			10	2022 Ford Ranger XL 2WD SuperCrew 5' Box (R4E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 23,998.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			11	2022 Ford Ranger XLT 2WD SuperCab 6' Box (R1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,665.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			12	2022 Ford Ranger XLT 2WD SuperCrew 5' Box (R4E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,375.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
	EPA Class: 1/2 Ton Pickup Truck, 2WD	Ford	32	2022 Ford F-150 2WD Reg Cab 122.5" XL (F1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 22,798.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			N/A
			33	2022 Ford F-150 2WD Reg Cab 122.5" XLT (F1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,599.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			
			34	2022 Ford F-150 2WD Reg Cab 141" XL (F1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 22,991.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			35	2022 Ford F-150 2WD Reg Cab 141" XL w/HD Payload Pkg (F1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,799.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00			
			36	2022 Ford F-150 2WD Reg Cab 141" XLT (F1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,600.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00			
			37	2022 Ford F-150 2WD Reg Cab 141" XLT w/HD Payload Pkg (F1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,999.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00			
			38	2022 Ford F-150 2WD SuperCab 145" XL (X1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,179.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			39	2022 Ford F-150 2WD SuperCab 145" XLT (X1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,999.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00			
			40	2022 Ford F-150 2WD SuperCab 163" XL (X1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,198.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			41	2022 Ford F-150 2WD SuperCab 163" XL w/HD Payload Pkg (X1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,350.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			42	2022 Ford F-150 2WD SuperCab 163" XLT (X1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,999.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00			
			43	2022 Ford F-150 2WD SuperCab 163" XLT w/HD Payload Pkg (X1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,249.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			44	2022 Ford F-150 2WD SuperCrew 145" XL (W1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,199.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			45	2022 Ford F-150 2WD SuperCrew 145" XLT (W1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,500.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			46	2022 Ford F-150 2WD SuperCrew 157" XL (W1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,450.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			47	2022 Ford F-150 2WD SuperCrew 157" XL w/HD Payload Pkg (W1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,899.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			48	2022 Ford F-150 2WD SuperCrew 157" XLT (W1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,999.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			49	2022 Ford F-150 2WD SuperCrew 157" XLT w/HD Payload Pkg (W1C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,399.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			

Attachment: Exhibit B - State of Florida Contract 250000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.2: Price Sheet - Light Trucks or Sport Utility Vehicles (Trucks Under One Ton)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]					
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Service Body, Compact, Price ($#,###)	Service Body, 96 Inch Length, Price ($#,###)	Undercoating Light Trucks a Sport Utility Vehicles, Pri ($#,###)
	Industry Class: 3/4 Ton Pickup Truck, 2WD	Ford	71	2022 Ford Super Duty F-250 SRW 2WD Crew Cab 160" XL (W2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,699.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			N/A
			72	2022 Ford Super Duty F-250 SRW 2WD Crew Cab 160" XLT (W2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,450.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			73	2022 Ford Super Duty F-250 SRW 2WD Crew Cab 176" XL (W2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,900.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	
			74	2022 Ford Super Duty F-250 SRW 2WD Crew Cab 176" XLT (W2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,600.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	
			75	2022 Ford Super Duty F-250 SRW 2WD Reg Cab 142" XL (F2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 25,390.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	
			76	2022 Ford Super Duty F-250 SRW 2WD Reg Cab 142" XLT (F2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,500.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	
			77	2022 Ford Super Duty F-250 SRW 2WD SuperCab 148" XL (X2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,599.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			78	2022 Ford Super Duty F-250 SRW 2WD SuperCab 148" XLT (X2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,900.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			
			79	2022 Ford Super Duty F-250 SRW 2WD SuperCab 164" XL (X2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,899.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	
			80	2022 Ford Super Duty F-250 SRW 2WD SuperCab 164" XLT (X2A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,100.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	
	EPA Class: Compact Pickup Truck, 4WD	Ford	90	2022 Ford Maverick XL SuperCrew AWD 2.0L Ecoboost (W8F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 20,599.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			91	2022 Ford Maverick XLT SuperCrew AWD 2.0L Ecoboost (W8F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 21,999.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			92	2022 Ford Ranger XL 4WD SuperCab 6' Box (R1F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,695.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			93	2022 Ford Ranger XL 4WD SuperCrew 5' Box (R4F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,991.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			94	2022 Ford Ranger XLT 4WD SuperCab 6' Box (R1F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 27,995.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			95	2022 Ford Ranger XLT 4WD SuperCrew 5' Box (R4F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,792.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			115	2022 Ford F-150 (1XE) XLT 4WD SuperCab 8' Box w/HD Payload Pkg (X1E,627)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,365.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			116	2022 Ford F-150 4WD Reg Cab 122.5" XL (F1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,984.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			117	2022 Ford F-150 4WD Reg Cab 122.5" XLT (F1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,200.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			118	2022 Ford F-150 4WD Reg Cab 141" XL (F1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,999.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			119	2022 Ford F-150 4WD Reg Cab 141" XL w/HD Payload Pkg (F1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,450.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			122	2022 Ford F-150 4WD SuperCab 145" XL (X1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,365.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			123	2022 Ford F-150 4WD SuperCab 145" XLT (X1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,800.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895

Attachment: Exhibit B - State of Florida Contract 250000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.2: Price Sheet - Light Trucks or Sport Utility Vehicles (Trucks Under One Ton)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	EPA/ Industry Class[2]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]					
										Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Unity Spotlight LED, Price ($#,###)	Service Body, Compact, Price ($#,###)	Service Body, 96 Inch Length, Price ($#,###)	Undercoating Light Trucks a Sport Utility Vehicles, Pri ($#,###)
Sub-Group D: TRUCK, UNDER ONE TON, PICKUP, 4WD	EPA Class: 1/2 Ton Pickup Truck, 4WD	Ford	124	2022 Ford F-150 4WD SuperCab 163" XL (X1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,654.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			125	2022 Ford F-150 4WD SuperCrew 145" XL (W1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,899.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			126	2022 Ford F-150 4WD SuperCrew 145" XLT (W1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,300.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			127	2022 Ford F-150 4WD SuperCrew 157" XL (W1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,399.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			128	2022 Ford F-150 4WD SuperCrew 157" XL w/HD Payload Pkg (W1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,599.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			129	2022 Ford F-150 4WD SuperCrew 157" XLT (W1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 24,400.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			130	2022 Ford F-150 4WD SuperCrew 157" XLT w/HD Payload Pkg (W1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,795.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			131	2022 Ford F-150 XL 4WD SuperCab 6.5' Box (X1E)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 26,200.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			132	2022 Ford F-150 XL 4WD SuperCab 8' Box w/HD Payload Pkg (X1E,627)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,395.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
	Industry Class: 3/4 Ton Pickup Truck, 4WD	Ford	154	2022 Ford Super Duty F-250 SRW 4WD Crew Cab 160" XL (W2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,499.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			155	2022 Ford Super Duty F-250 SRW 4WD Crew Cab 160" XLT (W2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,300.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			156	2022 Ford Super Duty F-250 SRW 4WD Crew Cab 176" XL (W2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,895.00	5%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	$ 895
			157	2022 Ford Super Duty F-250 SRW 4WD Crew Cab 176" XLT (W2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,400.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	$ 895
			158	2022 Ford Super Duty F-250 SRW 4WD Reg Cab 142" XL (F2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,450.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	$ 895
			159	2022 Ford Super Duty F-250 SRW 4WD Reg Cab 142" XLT (F2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,400.00	3%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	$ 895
			160	2022 Ford Super Duty F-250 SRW 4WD SuperCab 148" XL (X2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,595.00	5%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			161	2022 Ford Super Duty F-250 SRW 4WD SuperCab 148" XLT (X2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,700.00	2%	120-180	$ 250.00	$ 250.00	$ 595.00			$ 895
			162	2022 Ford Super Duty F-250 SRW 4WD SuperCab 164" XL (X2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,650.00	5%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	$ 895
			163	2022 Ford Super Duty F-250 SRW 4WD SuperCab 164" XLT (X2B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,900.00	1%	120-180	$ 250.00	$ 250.00	$ 595.00		$ 7,995.00	$ 895

KEY:

N/A - Not Available

Attachment: Exhibit B - State of Florida Contract 250000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.3: Price Sheet - Light Trucks or Sport Utility Vehicles (One Ton Trucks)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]											
									Vent / Rain Shields, Flange Mounted, Price ($#.###)	Vent / Rain Shields, Tape-On, Price ($#.###)	Unity Spotlight LED, Price ($#.###)	Receiver / Hitch Package, Price ($#.###)	Service Body, 96 Inch Length, Price ($#.###)	Service Body, 108 Inch Length, Price ($#.###)	Service Body, 132 Inch Length, Price ($#.###)	Two Cubic Yard HD Dump Body Package (60 CA), Price ($#.###)	Two Cubic Yard HD Dump Body Package (84 CA), Price ($#.###)	Three Cubic Yard HD Dump Body Package (84 CA), Price ($#.###)	Nine Foot Stake Body (60 CA), Price ($#.###)	Twelve Foot Stake Body (84 CA), Price ($#.###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#.###)
Sub-Group E: TRUCK, ONE TON, PICKUP, 2WD	Ford	9	2022 Ford Super Duty F-350 DRW 2WD Crew Cab 172" XLT (W3C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,999.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		10	2022 Ford Super Duty F-350 DRW 2WD Crew Cab 176" XL (W3C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,698.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		11	2022 Ford Super Duty F-350 DRW 2WD Reg Cab 142" XL (F3C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,495.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00										
		12	2022 Ford Super Duty F-350 DRW 2WD Reg Cab 142" XLT (F3C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,990.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		13	2022 Ford Super Duty F-350 DRW 2WD SuperCab 164" XL (X3C)		STEP ONE AUTOMOTIVE FD CW, LLC	3169500%	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		14	2022 Ford Super Duty F-350 DRW 2WD SuperCab 164" XLT (X3C)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,400.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		15	2022 Ford Super Duty F-350 SRW 2WD Crew Cab 160" XL (W3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,595.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		16	2022 Ford Super Duty F-350 SRW 2WD Crew Cab 160" XLT (W3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,000.00	1%	120-180	$ 250.00	$ 250.00	$ 695.00										
		17	2022 Ford Super Duty F-350 SRW 2WD Crew Cab 176" XL (W3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,750.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		18	2022 Ford Super Duty F-350 SRW 2WD Crew Cab 176" XLT (W3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,450.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00										
		19	2022 Ford Super Duty F-350 SRW 2WD Reg Cab 142" XL (F3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 28,450.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		20	2022 Ford Super Duty F-350 SRW 2WD Reg Cab 142" XLT (F3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,500.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		21	2022 Ford Super Duty F-350 SRW 2WD SuperCab 148" XL (X3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,499.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		22	2022 Ford Super Duty F-350 SRW 2WD SuperCab 148" XLT (X3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,400.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		23	2022 Ford Super Duty F-350 SRW 2WD SuperCab 164" XL (X3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,399.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										
		24	2022 Ford Super Duty F-350 SRW 2WD SuperCab 164" XLT (X3A)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,999.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00										
Sub-Group F: TRUCK, ONE TON, PICKUP, 4WD	Ford	36	2022 Ford Super Duty F-350 DRW 4WD Crew Cab 176" XL (W3D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,298.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00	NA	NA	NA	NA	NA	NA	NA	NA	N/A	
		37	2022 Ford Super Duty F-350 DRW 4WD Crew Cab 176" XLT (W3D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,400.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		38	2022 Ford Super Duty F-350 DRW 4WD Reg Cab 142" XL (F3D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,955.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		39	2022 Ford Super Duty F-350 DRW 4WD Reg Cab 142" XLT (F3D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,400.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		40	2022 Ford Super Duty F-350 DRW 4WD SuperCab 164" XL (X3D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,199.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		41	2022 Ford Super Duty F-350 DRW 4WD SuperCab 164" XLT (X3D)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,800.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		42	2022 Ford Super Duty F-350 SRW 4WD Crew Cab 160" XL (W3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,399.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		43	2022 Ford Super Duty F-350 SRW 4WD Crew Cab 160" XLT (W3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,800.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		44	2022 Ford Super Duty F-350 SRW 4WD Crew Cab 176" XL (W3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,599.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		45	2022 Ford Super Duty F-350 SRW 4WD Crew Cab 176" XLT (W3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,000.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		46	2022 Ford Super Duty F-350 SRW 4WD Reg Cab 142" XL (F3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 30,998.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		47	2022 Ford Super Duty F-350 SRW 4WD Reg Cab 142" XLT (F3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,900.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		48	2022 Ford Super Duty F-350 SRW 4WD SuperCab 148" XL (X3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,399.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		49	2022 Ford Super Duty F-350 SRW 4WD SuperCab 148" XLT (X3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,300.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		50	2022 Ford Super Duty F-350 SRW 4WD SuperCab 164" XL (X3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,395.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
		51	2022 Ford Super Duty F-350 SRW 4WD SuperCab 164" XLT (X3B)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,450.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00										$ 995.00
Sub-Group G: TRUCK, ONE TON, CHASSIS-CAB, 2WD	Ford	61	2022 Ford Super Duty F-350 DRW 2WD Crew Cab 179" WB 60" CA XL (W3G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,299.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00		$ 11,995.00	$ 12,500.00		$ 6,995.00		N/A
		63	2022 Ford Super Duty F-350 DRW 2WD Reg Cab 145" WB 60" CA XL (F3G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 29,550.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00		$ 11,995.00	$ 12,500.00		$ 6,995.00		
		67	2022 Ford Super Duty F-350 DRW 2WD SuperCab 168" WB 60" CA XL (X3G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,550.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00		$ 11,995.00	$ 12,500.00		$ 6,995.00		

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.4.3: Price Sheet - Light Trucks or Sport Utility Vehicles (One Ton Trucks)

Commodity Code: 25101507 (LIGHT TRUCKS OR SPORT UTILITY VEHICLES)

Sub-Group[1]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount (##%)[8]	Estimated Lead Time in Days (###)[10]	Identified Aftermarket Option[11]											
									Vent / Rain Shields, Flange Mounted, Price ($#.###)	Vent / Rain Shields, Tape-On, Price ($#.###)	Unity Spotlight LED, Price ($#.###)	Receiver / Hitch Package, Price ($#.###)	Service Body, 96 Inch Length, Price ($#.###)	Service Body, 108 Inch Length, Price ($#.###)	Service Body, 132 Inch Length, Price ($#.###)	Two Cubic Yard HD Dump Body Package (60 CA), Price ($#.###)	Two Cubic Yard HD Dump Body Package (84 CA), Price ($#.###)	Three Cubic Yard HD Dump Body Package (84 CA), Price ($#.###)	Nine Foot Stake Body (60 CA), Price ($#.###)	Twelve Foot Stake Body (84 CA), Price ($#.###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#.###)
Sub-Group H: TRUCK, ONE TON, CHASSIS-CAB, 4WD	Ford	84	2022 Ford Super Duty F-350 DRW 4WD Crew Cab 179" WB 60" CA XL (W3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,495.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		85	2022 Ford Super Duty F-350 DRW 4WD Crew Cab 179" WB 60" CA XLT (W3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,200.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		86	2022 Ford Super Duty F-350 DRW 4WD Reg Cab 145" WB 60" CA XL (F3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,699.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		87	2022 Ford Super Duty F-350 DRW 4WD Reg Cab 145" WB 60" CA XLT (F3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,696.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		88	2022 Ford Super Duty F-350 DRW 4WD Reg Cab 169" WB 84" CA XL (F3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 32,850.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00				$ 9,995.00			$ 13,000.00		$ 7,995.00	$ 995.00
		89	2022 Ford Super Duty F-350 DRW 4WD Reg Cab 169" WB 84" CA XLT (F3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,700.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00				$ 9,995.00			$ 13,000.00		$ 7,995.00	$ 995.00
		90	2022 Ford Super Duty F-350 DRW 4WD SuperCab 168" WB 60" CA XL (X3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,625.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		91	2022 Ford Super Duty F-350 DRW 4WD SuperCab 168" WB 60" CA XLT (X3H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,800.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		92	2022 Ford Super Duty F-350 SRW 4WD Crew Cab 179" WB 60" CA XL (W3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,498.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		93	2022 Ford Super Duty F-350 SRW 4WD Crew Cab 179" WB 60" CA XLT (W3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,300.00	3%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		94	2022 Ford Super Duty F-350 SRW 4WD Reg Cab 145" WB 60" CA XL (F3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 31,699.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		95	2022 Ford Super Duty F-350 SRW 4WD Reg Cab 145" WB 60" CA XLT (F3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,995.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		96	2022 Ford Super Duty F-350 SRW 4WD SuperCab 168" WB 60" CA XL (X3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,895.00	2%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00
		97	2022 Ford Super Duty F-350 SRW 4WD SuperCab 168" WB 60" CA XLT (X3F)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,999.00	1%	120-180	$ 250.00	$ 250.00	$ 695.00			$ 8,995.00			$ 12,500.00		$ 6,995.00		$ 995.00

KEY:

N/A - Not Available

Attachment: Exhibit B - State of Florida Contract 250000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.5: Price Sheet - Product and Material Transport Vehicles

Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)

Sub-Group[1]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount[8] (##%)	Estimated Lead Time in Days[10] (###)	Identified Aftermarket Option[11]									
									Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Receiver / Hitch Package, Price ($#,###)	Service Body, 108 Inch Length, Price ($#,###)	Service Body, 132 Inch Length, Price ($#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price ($#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price ($#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price ($#,###)	Nine Foot Stake Body (60 CA), Price ($#,###)	Twelve Foot Stake Body (84 CA), Price ($#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#,###)
Sub-Group A: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 2WD	Ford	52	2022 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XL (W4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,299.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		N/A
		53	2022 Ford Super Duty F-450 DRW 2WD Crew Cab 179" WB 60" CA XLT (W4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 41,000.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		54	2022 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XL (W4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,395.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		55	2022 Ford Super Duty F-450 DRW 2WD Crew Cab 203" WB 84" CA XLT (W4G		STEP ONE AUTOMOTIVE FD CW, LLC	$ 41,599.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		56	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XL (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,795.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00					
		57	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 145" WB 60" CA XLT (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,600.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00					
		58	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XL (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,950.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		59	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 169" WB 84" CA XLT (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,700.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		60	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XL (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 33,995.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00								
		61	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 193" WB 108" CA XLT (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,999.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00								
		63	2022 Ford Super Duty F-450 DRW 2WD Reg Cab 205" WB 120" CA XLT (F4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,077.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								
		64	2022 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XL (X4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,750.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		65	2022 Ford Super Duty F-450 DRW 2WD SuperCab 168" WB 60" CA XLT (X4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,862.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		66	2022 Ford Super Duty F-450 DRW 2WD SuperCab 192" WB 84" CA XL (X4G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 35,999.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		68	2022 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XL (W5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,499.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00					
		69	2022 Ford Super Duty F-550 DRW 2WD Crew Cab 179" WB 60" CA XLT (W5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 41,221.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00					
		70	2022 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XL (W5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,695.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		71	2022 Ford Super Duty F-550 DRW 2WD Crew Cab 203" WB 84" CA XLT (W5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 41,581.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		72	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XL (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,599.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		73	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 145" WB 60" CA XLT (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,600.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		74	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XL (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,795.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00								
		75	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 169" WB 84" CA XLT (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,739.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								
		76	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XL (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,999.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00								
		77	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 193" WB 108" CA XLT (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,999.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								
		78	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XL (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 34,999.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								
		79	2022 Ford Super Duty F-550 DRW 2WD Reg Cab 205" WB 120" CA XLT (F5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,048.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								
		80	2022 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XL (X5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,850.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		81	2022 Ford Super Duty F-550 DRW 2WD SuperCab 168" WB 60" CA XLT (X5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,900.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		
		82	2022 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XL (X5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,850.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		83	2022 Ford Super Duty F-550 DRW 2WD SuperCab 192" WB 84" CA XLT (X5G)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,998.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	
		112	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XL (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,695.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		113	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 145" WB 60" CA XLT (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,499.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00

Attachment: Exhibit B - State of Florida Contract 250000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

MOTOR VEHICLES (25100000-21-STC)

Exhibit B.5: Price Sheet - Product and Material Transport Vehicles

Commodity Code: 25101600 (PRODUCT AND MATERIAL TRANSPORT VEHICLES)

Sub-Group[1]	Manufacturer/ Brand[3]	Line Number	Representative Model[4]	Alternate Fuel Capable[5]	Organization Name[6] (AUTOFILLS)	Base Vehicle Price ($##,###.00)[7]	OEM Options Discount[8] (##%)	Estimated Lead Time in Days[10] (###)	Identified Aftermarket Option[11]									
									Vent / Rain Shields, Flange Mounted, Price ($#,###)	Vent / Rain Shields, Tape-On, Price ($#,###)	Receiver / Hitch Package, Price ($#,###)	Service Body, 108 Inch Length, Price ($#,###)	Service Body, 132 Inch Length, Price ($#,###)	Two Cubic Yard HD Dump Body Package (60 CA), Price ($#,###)	Two Cubic Yard HD Dump Body Package (84 CA), Price ($#,###)	Three Cubic Yard HD Dump Body Package (84 CA), Price ($#,###)	Nine Foot Stake Body (60 CA), Price ($#,###)	Twelve Foot Stake Body (84 CA), Price ($#,###)	Undercoating of Light Trucks and Sport Utility Vehicles, Price ($#,###)
Sub-Group B: TRUCK, GREATER THAN ONE TON AND LESS THAN TWO TONS, CHASSIS-CAB, 4WD	Ford	114	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XL (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,699.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00
		115	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 169" WB 84" CA XLT (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,650.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00
		116	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XL (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,995.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		117	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 193" WB 108" CA XLT (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,809.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		118	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XL (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 36,999.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		119	2022 Ford Super Duty F-450 DRW 4WD Reg Cab 205" WB 120" CA XLT (F4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,955.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		120	2022 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XL (X4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 38,999.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		121	2022 Ford Super Duty F-450 DRW 4WD SuperCab 168" WB 60" CA XLT (X4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 42,494.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		122	2022 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XL (X4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,450.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00
		123	2022 Ford Super Duty F-450 DRW 4WD SuperCab 192" WB 84" CA XLT (X4H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 42,440.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00
		124	2022 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XL (W5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,950.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		125	2022 Ford Super Duty F-550 DRW 4WD Crew Cab 179" WB 60" CA XLT (W5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 44,650.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00							$ 995.00
		126	2022 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XL (W5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,995.00	1%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		127	2022 Ford Super Duty F-550 DRW 4WD Crew Cab 203" WB 84" CA XLT (W5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 44,793.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		128	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XL (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,695.00	5%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		129	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 145" WB 60" CA XLT (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,475.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		130	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XL (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,699.00	4%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00
		131	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 169" WB 84" CA XLT (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,631.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00
		132	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XL (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,999.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		133	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 193" WB 108" CA XLT (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,800.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		134	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XL (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 37,999.00	4%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		135	2022 Ford Super Duty F-550 DRW 4WD Reg Cab 205" WB 120" CA XLT (F5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,999.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00								$ 995.00
		136	2022 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XL (X5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 39,999.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		137	2022 Ford Super Duty F-550 DRW 4WD SuperCab 168" WB 60" CA XLT (X5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 40,555.00	2%	120-180	$ 250.00	$ 250.00	$ 995.00	$ 8,995.00		$ 11,995.00			$ 6,995.00		$ 995.00
		139	2022 Ford Super Duty F-550 DRW 4WD SuperCab 192" WB 84" CA XLT (X5H)		STEP ONE AUTOMOTIVE FD CW, LLC	$ 43,412.00	3%	120-180	$ 250.00	$ 250.00	$ 995.00		$ 9,995.00		$ 12,995.00	$ 13,500.00		$ 7,995.00	$ 995.00

KEY:

N/A - Not Available

Attachment: Exhibit B - State of Florida Contract 2500000-21-STC (2023-R-13 : Purchase of a 2022 Ford F-

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for the Purchase of a 2022 Toyota Camry Hybrid in the Amount of $28,607.00, Using the Florida Sheriffs Association Cooperative Purchasing Program Contract #FSA23-TOY1.0; Providing Severability; and Providing an Effective Date.**
NUMBER: **2023-R-14**
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes the City Manager to enter into a piggyback agreement for the purchase of a 2022 Toyota Camry Hybrid that is available under the Florida Sheriffs Association Cooperative Purchasing Program Contract: FSA23-TOY1.0 included as Exhibit "A". This contract extends and guarantees to any and all units of local governments / political subdivisions.

The current budget FY 22/23 includes a purchase of Ford F 250 pickup to be used by the facilities supervisor. Ford is not taking any orders for trucks until March of this year. To address this need the truck that is assigned to the City Engineer will be reassigned to the facilities supervisor upon receipt of the hybrid vehicle from Toyota. This will accomplish having the truck available to be used earlier, reduce the purchase price of the truck along with reduction in fuel consumption by using the hybrid vehicle.

This 2022 Toyota Camry Hybrid is to be purchased under this contract from Seminole Toyota in Sanford, FL in the amount of $28,607.00. The quote and options are included as Exhibits "B & C."

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is the be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive

bidding and award.

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

FISCAL ANALYSIS:

The FY22/23 budget allocates $45,000 for the purchase of a Ford F-250 truck under account number 001-8110-580.64-00. These funds will instead be used to purchase the Toyota Camry Hybrid vehicle at a cost of $28,607, providing a savings of $16,393.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVING THE PIGGYBACK AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE OF A 2022 TOYOTA CAMRY HYBRID IN THE AMOUNT OF $28,607.00.

ATTACHMENTS:

- Exhibit A - FSA TOY1.0 Contract (PDF)
- Exhibit B - Seminole Toyota Quote (DOCX)
- Exhibit C - Toyota Camry Options (DOCX)

Resolution No. 2023-14

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A 2022 TOYOTA CAMRY HYBRID IN THE AMOUNT OF $28,607.00, USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT #FSA23-TOY1.0; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR THE PURCHASE OF A 2022 TOYOTA CAMRY HYBRID IN THE AMOUNT OF $28,607.00 USING THE FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT #FSA23-TOY1.0; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to purchase a 2022 Toyota Camry Hybrid under the Florida Sheriffs Association Cooperative Purchasing Program Contract #FSA23-TOY1.0 for an amount of $28,607.00, under the same terms and applicable conditions as that agreement; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by Florida Sheriffs Association Cooperative Purchasing Program, is the most economically advantageous way to procure this vehicle; and

WHEREAS, the City Commission of the City now desires to authorize and approve staff to piggy-back a contract with Florida Sheriffs Association Cooperative Purchasing Program and authorize the City Manager to execute an agreement for the purchase of this vehicle.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the

piggybacking of the Florida Sheriffs Association Cooperative Purchasing Program contract and authorize the City Manager to execute an agreement for the purchase of a 2022 Toyota Camry Hybrid vehicle.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

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FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

NOTICE OF FINAL AWARD
FSA23-TOY1.0: Toyota Vehicles

Date: January 1, 2023

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Award for Contract FSA23-TOY1.0: Toyota Vehicles

Florida Sheriffs Association (FSA) has completed its bid of the cooperative purchasing contract for Toyota vehicles. Today, FSA is issuing the Final Award for the Toyota Vehicles contract that will be effective from January 1, 2023, through September 30, 2023.

An advertisement for the Invitation to Bid (ITB) was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On October 14, 2022, a direct notification was sent to 753 prospective bidders to participate and register for bid qualification. The ITB advertisement resulted in six (6) pre-bid attendees or waivers. Of these respondents, one (1) submitted a bid and qualified. FSA has identified the awarded bidder for each item and zone on the attached Award report.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Administrative Sedans

Item: 1, Toyota, Camry LE, 2532

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$25,054.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$24,954.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$24,824.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$24,954.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Administrative Sedans

Item: 2, Toyota, Camry SE, 2546

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$26,878.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$26,578.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$26,528.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$26,578.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Administrative Sedans

Item: 3, Toyota, Camry XLE V6, 2554

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$32,900.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$32,800.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$32,750.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$32,800.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Administrative Sedans

Item: 4, Toyota, Corolla Hatchback SE CVT A/T, 6272

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$25,255.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$25,155.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$25,115.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$25,155.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Administrative Sedans

Item: 5, Toyota, Corolla LE, 1852

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$20,983.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$20,883.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$20,833.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$20,883.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 6, Toyota, Sienna AWD LE, 5403

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$37,300.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$37,200.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$37,100.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$37,200.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Cargo & Passenger Vans Standard/Low Roof

Item: 7, Toyota, Sienna LE Hybrid, 5402

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Heavy duty rubber floor covering instead of carpet; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$35,900.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$35,800.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$35,700.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$35,800.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Electric & Hybrid Vehicles

Item: 8, Toyota, Camry LE Hybrid, 2559

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Batteries – largest available battery pack system for model bid. Range: standard range based on applicable battery size PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$27,830.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$27,730.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$27,630.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$27,730.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Electric & Hybrid Vehicles

Item: 9, Toyota, Corolla LE Hybrid, 1882

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Batteries – largest available battery pack system for model bid. Range: standard range based on applicable battery size PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$22,659.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$22,559.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$22,509.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$22,559.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Electric & Hybrid Vehicles

Item: 10, Toyota, Prius LE Hybrid, 1223

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: Batteries – largest available battery pack system for model bid. Range: standard range based on applicable battery size PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard carpeted flooring; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$26,100.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$26,000.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$25,900.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$26,000.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X2

Item: 11, Toyota, Tacoma Access Cab i4 SR, 7162

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$26,805.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$26,705.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$26,605.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$26,705.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X2

Item: 12, Toyota, Tacoma SR Double Cab, 7186

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$27,617.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$27,517.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$27,417.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$27,517.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X2

Item: 13, Toyota, Tundra SR Double Cab, 8242

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$36,303.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$36,203.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$36,103.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$36,203.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X2

Item: 14, Toyota, Tundra SR5 CrewMax, 8261

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$44,000.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$43,900.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$43,800.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$43,900.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X4

Item: 15, Toyota, Tacoma Access Cab i4 SR 4x4, 7514

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$30,991.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$30,891.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$30,841.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$30,891.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X4

Item: 16, Toyota, Tacoma SR Double Cab 4x4, 7594

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$32,968.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$32,868.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$32,818.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$32,868.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X4

Item: 17, Toyota, Tundra SR Double Cab 4x4, 8342

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$39,898.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$39,798.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$39,748.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$39,798.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Pickup Trucks - 4X4

Item: 18, Toyota, Tundra SR5 Crewmax 4x4, 8361

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels. CHASSIS, FRAME, CAB: Manufacturer`s standard bumper; Manufacturer`s standard fuel tank; Manufacturer`s standard

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$46,951.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$46,851.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$46,801.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$46,851.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 19, Toyota, 4Runner SR5, 8642

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications. ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$36,752.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$36,652.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$36,602.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$36,652.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 20, Toyota, Highlander L, 6935

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications. ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$35,160.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$35,060.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$35,010.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$35,060.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 21, Toyota, Highlander LE FWD, 6946

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications. ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$36,478.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$36,378.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$36,278.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$36,378.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 22, Toyota, Highlander LE Hybrid, 6960

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications. ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$37,950.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$37,850.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$37,750.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$37,850.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 23, Toyota, Rav4 LE, 4430

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications. ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$27,721.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$27,671.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$27,621.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$27,671.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X2

Item: 24, Toyota, Sequoia SR5 Hybrid, 7946

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications. ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$57,950.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$57,950.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$57,900.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$57,950.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 25, Toyota, 4Runner SR5 4x4, 8664

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$39,048.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$38,948.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$38,448.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$38,948.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 26, Toyota, Highlander L AWD, 6937

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$35,681.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$35,581.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$35,531.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$35,581.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 27, Toyota, Highlander LE AWD, 6948

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$38,858.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$37,758.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$37,708.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$37,758.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 28, Toyota, Highlander LE Hybrid AWD, 6964

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$39,498.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$39,398.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$39,348.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$39,398.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 29, Toyota, Rav4 LE AWD, 4432

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$28,560.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$28,460.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$28,360.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$28,460.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 30, Toyota, Rav4 LE Hybrid, 4435

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$29,926.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$29,826.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$29,726.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$29,826.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Bid Award

Contract: FSA23-TOY1.0, Toyota Vehicles

Group: Utility & Hybrid Utility Vehicles - 4X4 and AWD

Item: 32, Toyota, Sequoia SR5 4x4 Hybrid, 7947

Description: Standard Manufacturer Equipment and Specifications, plus the following if not already included in manufacturer standard equipment and base specifications: ENGINE: Manufacturer`s standard gas engine, alternator, battery and cooling package. TRANSMISSION/AXLES: Manufacturer`s standard automatic transmission; Manufacturer`s standard drive axle ratio for engine and transmission combination. Limited slip differential if available. PERFORMANCE ITEMS: Manufacturer`s standard power steering; Manufacturer`s standard gauges. COMFORT ITEMS: Air conditioning; standard issue 2 keys and/or fobs; Manufacturer`s standard AM/FM stereo; Manufacturer standard floor covering; Manufacturer`s standard production seats. Purchaser will select color at time of order. SAFETY ITEMS: Dual mount outside mirrors to provide field of vision dome lights with left and right door activated switches; Manufacturer`s standard air bags. BRAKES: Fourwheel anti-lock brake ABS system. TIRES AND WHEELS: Manufacturer`s standard tires and wheels.

Model Upgrade/Downgrade: Some models may be listed within the option sheet as they may be considered to be an upgrade/downgrade to the base model listed. Please contact awarded vendor for additional information regarding these models.

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Seminole Toyota	$59,950.00	0.00%	Build	Options
Northern	Primary	Seminole Toyota	$59,900.00	0.00%	Build	Options
Central	Primary	Seminole Toyota	$59,800.00	0.00%	Build	Options
Southern	Primary	Seminole Toyota	$59,900.00	0.00%	Build	Options

Attachment: Exhibit A - FSA TOY1.0 Contract (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

SEMINOLE TOYOTA

WWW.SEMINOLETOYOTA.COM

Name:	FLTVT, LLC dba Seminole Toyota
Address:	1160 Rinehart Rd Sanford, FL 32771
Contact:	Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract:	FSA23-TOY1.0
Item#:	FSA Item 8
Vehicle:	Toyota Camry LE Hybrid (model 2559)
Price:	$27,630
Options:	
BSM (BO)	$679
A/W Mats (2T)	$298
Price:	**$28,607 each**

Attachment: Exhibit B - Seminole Toyota Quote (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

Attachment: Exhibit B - Seminole Toyota Quote (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

	MSRP	Price
BD - Blind Spot Monitor	$680	$679
CP - Convenience Package:	$600	$599
CY - Cold Weather Package	$1,290	$1,289
SR - Power Tilt/Slide Moonroof	$870	$869
UP - Audio Upgrade Package:	$990	$989
1T - Trunk LED Bulb	$25	$24
2T - All Weather Floor Liners/Cargo Tray	$299	$298
3P - Paint Protection Film	$439	$438
3Z - First Aid Kit	$25	$24
59 - Quick Charge Cable	$70	$69
7R - Emergency Assistance Kit	$75	$74
9G - Cargo Tote	$60	$59
A6 - Coin Holder/Ashtray Cup	$29	$28
CF - Carpet /Trunk Mat Set	$299	$298
D5 - Door Edge Guard	$129	$128
EF - Rear Bumper Applique	$69	$68
G0 - Door Sill Enhancements	$199	$198
GD - Frameless Homelink Mirror	$175	$174
GE - Hide Away Cargo Net	$49	$48
MF - Mudguards	$129	$128
Q1 - Protection Package	$497	$496
Q2 - Protection Package	$268	$267
RF - Rear Spoiler	$199	$198
RO - Dual USB Power Port Charger Rear	$129	$128

Attachment: Exhibit C - Toyota Camry Options (2023-R-14 : Purchase of 2022 Toyota Camry Hybrid)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Susan Lincoln**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplus According to Purchasing Policy Section 13.2; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-15**
APPLICANT:
PLANNER:

DISCUSSION:

The fixed assets and other items in the attached list have been identified as being surplus property available for disposition as defined in the City's Purchasing Policy originally adopted by Resolution 2018-R-30 on May 8, 2018. This Policy was amended by Resolution 2020-R-35 on July 28, 2020, Resolution 2021-R-70 on September 13, 2021, Resolution 2021-R-105 on November 23, 2021 and Resolution 2022-R-17 on March 8, 2022.

Section 13.2 Disposition of Surplus Property states: "The Finance Department has the discretion to classify any City property/equipment as surplus this is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value, it may be donated, destroyed, or abandoned. (Section 274.06 F.S.). Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department."

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE CITY MANAGER TO DISPOSE OF THE ATTACHED LIST OF SURPLUS EQUIPMENT.

ATTACHMENTS:

- Purchasing Policy Section 13.2 Disposal of Surplus Property (PDF)
- Disposal List for Commission Meeting 02.14.2023(PDF)

Resolution No. 2023-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUS ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUS ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department has identified seven (7) items that are no longer in use to include one (1) barcode evidence scanner, two (2) UAS DJI Mavic Pro drones, two (2) DJI smart controllers, and two (2) Samsung Galaxy Tablets; and

WHEREAS, public auction of surplus vehicles will generate revenue for the City to be placed in the fund of that acquired the fixed asset.

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

SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the sale of surplus equipment at Manheim Auto Auction or to be scrapped if unable to be sold at auction.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being place on the convicted vendor list."

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of $5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplused. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

Attachment: Purchasing Policy Section 13.2 Disposal of Surplus Property (2023-R-15 : Disposal of Fixed Assets and Other Items)

All Property/equipment valued at $ 25,000 and above shall be approved by the City Commission and sold at public auction.

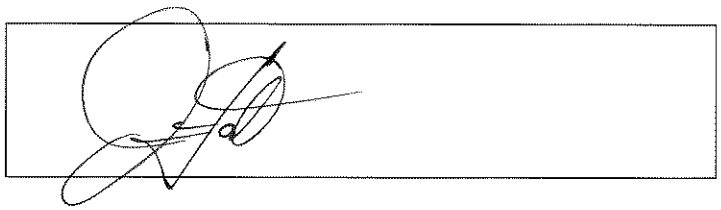
Attachment: Purchasing Policy Section 13.2 Disposal of Surplus Property (2023-R-15 : Disposal of Fixed Assets and Other Items)

Disposal Request Form

DATE:

Item #	Asset Tag	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
1	2006001879	Barcoded Evidence Tracking System					12/20/2001	4,174.85	$0.00	Police Dept	To be scraped.
2		DJI Mavic Pro - UAS Drone			163DFCD001393M		12/5/2019	1,878.00	$0.00	Police Dept	To be sold.
3		DJI Mavic Pro - UAS Drone			163DFC50010U4X		12/5/2019	1,878.00	$0.00	Police Dept	To be sold.
4		DJI Smart Controller			13MDG8AR012652		8/22/2019	-	$0.00	Police Dept	To be sold.
5		DJI Smart Controller			13MDG8AR012396		8/22/2019	-	$0.00	Police Dept	To be sold.
6		Samsung Galaxy Tablet A			R52M60E9XCM		7/26/2019	149.99	$0.00	Police Dept	To be sold.
7		Samsung Galaxy Tablet A			R52M60G8VXF		7/26/2019	149.99	$0.00	Police Dept	To be sold.
								8,230.83			

City Manager Signature/Date



Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

HOLLY HILL
FLORIDA

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag 2006001879 Description Barcoded Evidence Tracking System
VIN # _____ Date Purchased 12/20/2001
Department Police Department
Department Head _____ Jeffrey Miller 1/23/2023
Signature Printed Date
Reason for Surplusing _____

If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction_____ Donate_____ Other_____

All Requests will be emailed to Dept Heads as available 1st day of Each Month

II TRANSFER REQUEST?

Y N If Yes, Signature of Receiving Dept
Required Here: _____ _____
Receiving Dept Receiving Dept Signature

IF YES, STOP HERE & FORWARD FORM WITH RECEIVING DEPT SIGNATURE TO FINANCE

If No, item will go before Commission for Approval to Surplus

III COMMISSION APPROVAL TO SURPLUS

Agenda Date _____
Notification of Approval sent to Dept Head Initial/Date _____
Surplus Approval Notated in WASP Initial/Date _____

IV DISPOSAL

___ ***SCRAPPED-CANNIBALIZED-DESTROYED***
Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____
___ ***TRADED IN*** Trade in was for _____ Date _____
Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____
___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____
___ ***DONATED*** Donated To _____
___ ***OTHER*** _____

Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and Other Items)

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

HOLLY HILL
FLORIDA

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag _____ Description UAS Drone
VIN # 163DFCD003393M NP Date Purchased 12/5/2019
Department Police Department
Department Head _____ Jeffrey Miller 1/23/2023
Signature Printed Date
Reason for Surplusing Drone has been banned.

If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction_____ Donate_____ Other_____

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Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____
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Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____
___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____
___ ***DONATED*** Donated To _____
___ ***OTHER*** _____

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CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

HOLLY HILL
FLORIDA

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag _____ Description UAS Drone
VIN # 163DFC50010U4X M Date Purchased 12/5/2019
Department Police Department
Department Head _____ Jeffrey Miller 1/23/2023
Signature Printed Date
Reason for Surplusing Drone has been banned.

If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction_____ Donate_____ Other_____

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Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____
___ ***TRADED IN*** Trade in was for _____ Date _____
Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____
___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____
___ ***DONATED*** Donated To _____
___ ***OTHER*** _____

Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and Other Items)

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag N/A Description DJI SMART CONTROLLER
VIN # 13MDG8AR012652 Date Purchased 8/22/2019
Department POLICE ITEM WAS DONATED TO PD
Department Head _____ JEFF MILLER 11/24/23
Signature Printed
Reason for Surplusing ITEM WAS PAIRED WITH DJI DRONE - DRONE WAS BANNED BY FEDERAL GOVERNMENT
If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction___X__ Donate_____ Other_____

All Requests will be emailed to Dept Heads as available 1st day of Each Month

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II TRANSFER REQUEST? Y N x If Yes, Signature of Re
Required Here: _____ _____
Receiving Dept Receiving Dept Signature

IF YES, STOP HERE & FORWARD FORM WITH RECEIVING DEPT SIGNATURE TO FINANCE

If No, item will go before Commission for Approval to Surplus

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III COMMISSION APPROVAL TO SURPLUS Agenda Date _____
Notification of Approval sent to Dept Head Initial/Date _____
Surplus Approval Notated in WASP Initial/Date _____

IV DISPOSAL

___ ***SCRAPPED-CANNIBALIZED-DESTROYED***
Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____
___ ***TRADED IN*** Trade in was for _____ Date _____
Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____
___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____
___ ***DONATED*** Donated To _____
___ ***OTHER*** _____

Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and Other Items)

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag N/A Description DJI SMART CONTROLLER
VIN # 13MDG8AR012396 Date Purchased 8/22/2019
Department POLICE ITEM WAS DONATED TO PD
Department Head JEFF MILLER 1/29/23
Signature Printed
Reason for Surplusing ITEM WAS PAIRED WITH DJI DRONE - DRONE WAS BANNED BY TH
FEDERAL GOVERNMENT
If applicable, Mileage Hours

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction___X__ Donate_____ Other_____

All Requests will be emailed to Dept Heads as available 1st day of Each Month

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Receiving Dept Receiving Dept Signature

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Agenda Date
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Surplus Approval Notated in WASP Initial/Date

IV DISPOSAL

___ ***SCRAPPED-CANNIBALIZED-DESTROYED***
Insurance Claim Filed Date
Witnessed By Date
___ ***TRADED IN*** Trade in was for Date
Vendor Name Trade In Value
New Equipment Property Tag #
___ ***AUCTIONED*** Sold To
Auction Price Date Sold
___ ***DONATED*** Donated To
___ ***OTHER***

Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and Other Items)

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag N/A Description Samsung Galaxy Tablet A
VIN # R52M60E9XCM Date Purchased 7/26/2019
Department POLICE
Department Head _____ JEFF MILLER 1/24/23
Signature Printed
Reason for Surplusing ITEM WAS PAIRED WITH DJI DRONE - DRONE WAS BANNED BY FEDERAL GOVERNMENT
If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction___X__ Donate_____ Other_____

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Required Here: _____ _____
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Notification of Approval sent to Dept Head Initial/Date _____
Surplus Approval Notated in WASP Initial/Date _____

IV DISPOSAL

___ ***SCRAPPED-CANNIBALIZED-DESTROYED***
Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____
___ ***TRADED IN*** Trade in was for _____ Date _____
Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____
___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____
___ ***DONATED*** Donated To _____
___ ***OTHER*** _____

Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and Other Items)

CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

I SURPLUS REQUEST (Initiated by Dept Head) JM

Asset Tag N/A Description Samsung Galaxy Tablet A
VIN # R52M60G8VXF Date Purchased 7/26/2019
Department POLICE
Department Head _____ JEFF MILLER 1/24/23
Signature Printed
Reason for Surplusing ITEM WAS PAIRED WITH DJI DRONE - DRONE WAS BANNED BY FEDERAL GOVERNMENT
If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction___X__ Donate_____ Other_____

All Requests will be emailed to Dept Heads as available 1st day of Each Month

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Required Here: _____ _____
Receiving Dept Receiving Dept Signature

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Notification of Approval sent to Dept Head Initial/Date _____
Surplus Approval Notated in WASP Initial/Date _____

IV DISPOSAL

___ ***SCRAPPED-CANNIBALIZED-DESTROYED***
Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____
___ ***TRADED IN*** Trade in was for _____ Date _____
Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____
___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____
___ ***DONATED*** Donated To _____
___ ***OTHER*** _____

Attachment: Disposal List for Commission Meeting 02.14.2023 (2023-R-15 : Disposal of Fixed Assets and Other Items)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 14, 2023**
FROM: **Susan Lincoln**
SUBJECT: **Approving the Purchase of a Speed Measurement and Message Board Combo Trailer as Permitted with Fund from FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49.**
NUMBER: **(ID # 4032)**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department applied for and was recently awarded a grant from the Florida Department of Transportation (FDOT) to specifically address Speeding / Aggressive Driving. This grant award is for a total of $65,000. In which $30.000 must be used for overtime payments to officers assigned specifically to Traffic Enforcement in the targeted enforcement areas. Whereas $10,000 must be used for Speed Measurement Devices, two (2) @ $5000, and $25,000 must be used for the purchase of a Speed Measurement and Message Board Combo Trailer.

The Police department has received quotes for the purchase of a Speed Measurement and Message Board Combo. The lowest quote received is from Stalker Radar and Applied Concepts for $23,438.

This grant allows for targeted enforcement areas throughout the city as speeding complaints have not been isolated to just arterial roadways. Funding through this grant will expire on September 30, 2023.

FISCAL ANALYSIS:

This is a non-matching grant that will reimburse the city quarterly for qualified overtime and equipment expenses. The total grant is for this purchase is $25,000 of the $65,000.00 awarded.

STAFF RECOMMENDATION:

Approve the purchase of the Speed Measurement and Message Board Combo Trailer from Stalker Radar and Applied Concepts as provided for in FDOT Grant (Project Number: SC-2023-00050) Speed/Aggressive Driving Enforcement Program grant award. This purchase will allow for enhanced Traffic Enforcement operations within targeted areas.

COMMISSION GOAL:

GOAL #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for Agenda Item (ID #) services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

GOAL #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

MOTION TO APPROVE THE PURCHASE OF THE SPEED MEASUREMENT AND MESSAGE BOARD COMBO FROM STALKER RADAR AND APPLIED CONCEPTS FOR $23,438 AS PROVIDED IN FDOT GRANT (PROJECT NUMBER, SC-2023-00050) SPEED/AGGRESSIVE DRIVING ENFORCEMENT PROGRAM GRANT AWARD.

- FDOTSubgrantAgreement-2023 (1) (PDF)
- 2022-2023 FDOT (PDF)
- Stalker Radar and Dana Safety Quotes (PDF)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2023-00050	**FDOT Contract Number:** G2E49
Federal Funds Awarded: $65,000	**FDOT UEI/SAM Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2023

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Speeding and Aggressive Driving Enforcement
2. Federal Funding: $65,000 Match: $ Total Cost: $65,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Holly Hill	Agency Name:	Holly Hill Police Department
Address:	1065 Ridgewood Avenue	Address:	1065 Ridgewood Avenue
City:	Holly Hill	City:	Holly Hill
State:	Florida	State:	Florida
Zip:	32117	Zip:	32117

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 132869686 014

6. UEI/SAM Number: ZK7ZUMNURSG6

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Susan Lincoln	Name:	Jeffrey J. Miller
Address:	1065 Ridgewood Avenue	Address:	1065 Ridgewood Avenue
City:	Holly Hill	City:	Holly Hill
State:	Florida	State:	Florida
Zip:	32117	Zip:	32117
Telephone:	(386) 248-9426	Telephone:	(386) 248-9494
E-mail:	slincoln@hollyhillfl.org	E-mail:	jmiller@hollyhillfl.org

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Michele Moore	Name:	Lisa O'Neal
Title:	Assistant Finance Director	Title:	Office Manager
Telephone:	(386) 248-9429	Telephone:	(386) 248-9491
E-Mail:	mmoore@hollyhillfl.org	E-Mail:	loneal@hollyhillfl.org

11. Payment Remittance Address:
    - Name: City of Holly Hill
    - Address: 1065 Ridgewood Avenue
    - City: Holly Hill
    - State: Florida
    - Zip: 32117

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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 Holly Hill is a river-coastal community located in eastern Volusia County. The city has an estimated population of 12,000 and encompasses +/- 4 square miles. The city is home to perhaps the largest concentration of light industry in Volusia County, and the daytime population is estimated to quadruple that of the permanent population. Furthermore, the city's proximity to the Daytona Beach Resort area results in significant seasonal increases in both population and traffic density associated with various special events including, but not limited to, Speed Weeks, Spring Break, and Bike Week.

The City of Holly Hill hosts 3 major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue (US-1). These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorist's transits to the City of Holly Hill daily. Speeding complaints received directly from citizens or via social media indicate that speeding through residential neighborhood streets is the police department's most frequently received complaint from our citizens.

According to a 2021 National Highway Traffic Safety Administration (NHTSA) Fact Sheet, "in 2018 there were 9,378 fatalities in crashes where at least one driver was speeding, which is 26 percent of total traffic fatalities for the year." Furthermore, "Among speeding drivers involved in fatal crashes in 2018, 25 percent did not have valid driver licenses at the time of the crashes, compared to 12 percent of non-speeding drivers (NHTSA, April 2002 Fact Sheet).

According to the Florida Department of Transportation's (FDOT), Fiscal Year (FY) 2023 Highway Safety Matrix the City of Holly Hill and Volusia County are ranked in the Top 25% at number 27 and 7 respectively for priority area Speeding or Aggressive Driving for serious injuries or fatalities during 2016-2020.

Although our enforcement efforts have helped, it is clear that continued education and enforcement of the state's speed and aggressive driving laws are necessary to reduce the incidences of serious injuries and fatalities on the city's roadways.

2. Proposed Solution:

In keeping with the Florida Department of Transportation Police Traffic Services Project's programmatic objectives, the Holly Hill Police Department (HHPD) will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

The program will continue to be separated into 4 different phases following the city's fiscal year:

1st Phase (October - December)
2nd Phase (January - March)
3rd Phase (April - June)
4th Phase (July - September)

The 1st and 2nd phases of the operation will begin with disseminating motorist educational materials using social media, print, electronic media, digital road messaging, and public services announcements. In addition, law enforcement officers specifically assigned to the radar or laser traffic enforcement operations, involving static and roving units for the greatest visibility, will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness about the dangers of aggressive driving and speeding.

The 3rd and 4th phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

enhance public awareness and reduce traffic crashes through motorist education and targeted enforcement in identified high-incident areas citywide.

Funds will also be utilized to purchase needed speed measurement devices and 1-speed measurement and message board combo trailer for the use of deterring and collecting needed data in our communities. The 1-speed measurement and message board combo trailer will be moved around throughout the city to help the HHPD with understanding our speed issue.

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 Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. 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 that 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 Director, 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 previous three-year average.

c. Conduct at least 6 speed and/or aggressive driving high visibility overtime enforcement operations 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 9 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 12 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 previous three-year average.

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 is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2023-00050

FDOT Contract Number: G2E49

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.	$30,000	$	$30,000	No
	Subtotal:	**$30,000**	**$**	**$30,000**	
B. Contractual Services					
	Subtotal:	**$**	**$**	**$**	
C. Expenses					
Speed Measurement Devices (Under $5,000 per unit)	Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of $5,000 or more.	$10,000	$	$10,000	No
	Subtotal:	**$10,000**	**$**	**$10,000**	
D. Equipment Costing $5000 or More					
1 Speed Measurement and Message Board Combo Trailer	Purchase of speed measurement and message board combo trailer for program implementation.	$25,000	$	$25,000	No
	Subtotal:	**$25,000**	**$**	**$25,000**	
E. Indirect Cost					
	Subtotal:	**$**		**$**	
	Total Cost of Project:	**$65,000**	**$**	**$65,000**	

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2023-00050

FDOT Contract Number: G2E49

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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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.

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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 §200.36 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:

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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.

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6. **Code of Conduct.** The Subrecipient has established, and will maintain, 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.

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;

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(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) and 49 CFR part 21

    (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

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(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) 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

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(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, 200.33, 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 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(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.

(c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

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.

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(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 Seat Belt Use**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

(c) **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.

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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.

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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.

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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.

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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. Recipient 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 the one of the original signatories of this subgrant agreement. 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 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. Purchases shall receive prior written approval from the FDOT Safety Office.

ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.

iii. Dispositions must be requested and shall receive prior written approval from the FDOT 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 of or transfer the equipment to another agency for use.

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(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 agencies 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

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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. **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:

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"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 travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $175.00 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 $175.00 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 $175 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 lodging 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.

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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)*

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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) **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. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**

(b) **Supporting Documentation.** 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:
https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf

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.

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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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 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.

(c) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.

(h) **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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

(i) **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.

(j) **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.

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.

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 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) **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.

(c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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.

(d) **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.

(e) **Impaired Driving Enforcment.**

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 moblizations 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)

(f) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(g) **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.

(h) **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 moblization for Operation Southern Slow Down.

(i) **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or lasar 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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

(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

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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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.fsrs.gov

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	12/15/2021

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2023-00050

FDOT Contract Number: G2E49

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

Reviewed for the Florida Department of Transportation:

By: _____
Authorized FDOT Attorney

Date: _____
Date Signed

SUBRECIPIENT

By: _____
Signature of Authorized Representative

Name: _____
Authorized Representative's Name Printed

Title: _____
Authorized Representative's Title Printed

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.

Attachment: FDOTSubgrantAgreement-2023 (1) (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2023-00050	**FDOT Contract Number:** G2E49
Federal Funds Awarded: $65,000	**FDOT UEI/SAM Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date: 01/10/2023	**Subgrant End Date:** 09/30/2023

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Speeding and Aggressive Driving Enforcement
2. Federal Funding: $65,000 Match: $ Total Cost: $65,000

3. Subrecipient Agency: Agency Name: City of Holly Hill Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117	4. Implementing Agency: Agency Name: Holly Hill Police Department Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 132869686 014

6. UEI/SAM Number: ZK7ZUMNURSG6

7. Chief Financial Officer: Name: Susan Lincoln Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117 Telephone: (386) 248-9426 E-mail: slincoln@hollyhillfl.org	8. Project Director: **(Can not receive any benefit under this subgrant)** Name: Jeffrey J. Miller Address: 1065 Ridgewood Avenue City: Holly Hill State: Florida Zip: 32117 Telephone: (386) 248-9494 E-mail: jmiller@hollyhillfl.org
9. Financial Reimbursement Contact: Name: Michele Moore Title: Assistant Finance Director Telephone: (386) 248-9429 E-Mail: mmoore@hollyhillfl.org	10. Project Activity Contact: Name: Lisa O'Neal Title: Office Manager Telephone: (386) 248-9491 E-Mail: loneal@hollyhillfl.org

11. Payment Remittance Address:
Name: City of Holly Hill
Address: 1065 Ridgewood Avenue
City: Holly Hill
State: Florida
Zip: 32117

Attachment: 2022-2023 FDOT (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

DocuSign Envelope ID: 2281631E-FF02-401A-A1BA-3CF809CE00C9

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 Holly Hill is a river-coastal community located in eastern Volusia County. The city has an estimated population of 12,000 and encompasses +/- 4 square miles. The city is home to perhaps the largest concentration of light industry in Volusia County, and the daytime population is estimated to quadruple that of the permanent population. Furthermore, the city's proximity to the Daytona Beach Resort area results in significant seasonal increases in both population and traffic density associated with various special events including, but not limited to, Speed Weeks, Spring Break, and Bike Week.

The City of Holly Hill hosts 3 major arterial roadways - Nova Road, Ladies Professional Golf Association (LPGA) Boulevard, and Ridgewood Avenue (US-1). These roadways link the larger neighboring municipalities of Daytona Beach and Ormond Beach. Traffic studies have demonstrated that tens of thousands of motorist's transits to the City of Holly Hill daily. Speeding complaints received directly from citizens or via social media indicate that speeding through residential neighborhood streets is the police department's most frequently received complaint from our citizens.

According to a 2021 National Highway Traffic Safety Administration (NHTSA) Fact Sheet, "in 2018 there were 9,378 fatalities in crashes where at least one driver was speeding, which is 26 percent of total traffic fatalities for the year." Furthermore, "Among speeding drivers involved in fatal crashes in 2018, 25 percent did not have valid driver licenses at the time of the crashes, compared to 12 percent of non-speeding drivers (NHTSA, April 2002 Fact Sheet).

According to the Florida Department of Transportation's (FDOT), Fiscal Year (FY) 2023 Highway Safety Matrix the City of Holly Hill and Volusia County are ranked in the Top 25% at number 27 and 7 respectively for priority area Speeding or Aggressive Driving for serious injuries or fatalities during 2016-2020.

Although our enforcement efforts have helped, it is clear that continued education and enforcement of the state's speed and aggressive driving laws are necessary to reduce the incidences of serious injuries and fatalities on the city's roadways.

2. Proposed Solution:

In keeping with the Florida Department of Transportation Police Traffic Services Project's programmatic objectives, the Holly Hill Police Department (HHPD) will implement an Aggressive Driving and Speeding Enforcement Program designed to increase the comprehensive enforcement of applicable traffic laws citywide.

The program will continue to be separated into 4 different phases following the city's fiscal year:

1st Phase (October - December)
2nd Phase (January - March)
3rd Phase (April - June)
4th Phase (July - September)

The 1st and 2nd phases of the operation will begin with disseminating motorist educational materials using social media, print, electronic media, digital road messaging, and public services announcements. In addition, law enforcement officers specifically assigned to the radar or laser traffic enforcement operations, involving static and roving units for the greatest visibility, will issue written warnings, educational pamphlets, and other program-specific materials to enhance driver awareness about the dangers of aggressive driving and speeding.

The 3rd and 4th phases will include aggressive enforcement activities by both static and roving law enforcement officers who will issue uniform traffic citations, as appropriate, to observed violators.

The Holly Hill Police Department Speeding and Aggressive Driving Enforcement Program is designed to

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enhance public awareness and reduce traffic crashes through motorist education and targeted enforcement in identified high-incident areas citywide.

Funds will also be utilized to purchase needed speed measurement devices and 1-speed measurement and message board combo trailer for the use of deterring and collecting needed data in our communities. The 1-speed measurement and message board combo trailer will be moved around throughout the city to help the HHPD with understanding our speed issue.

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 Project Director will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The Project Director will coordinate these enforcement and educational campaigns and ensure daytime/nighttime enforcement is alternated from week to week. This will prevent motorists from predicting times and locations of enforcement activities to adjust their driving behaviors to only those of known enforcement periods. 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 that 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 Director, 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 previous three-year average.
c. Conduct at least 6 speed and/or aggressive driving high visibility overtime enforcement operations 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 9 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 12 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 previous three-year average.
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 is provided to the public through the use of message boards/local media outlets/social media/press releases during the project period.

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Part III: PROJECT DETAIL BUDGET

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2023-00050

FDOT Contract Number: G2E49

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.	$30,000	$	$30,000	No
	Subtotal:	**$30,000**	**$**	**$30,000**	
B. Contractual Services					
	Subtotal:	**$**	**$**	**$**	
C. Expenses					
Speed Measurement Devices (Under $5,000 per unit)	Purchase of speed measurement devices necessary for program implementation. Individual devices can not have cost of $5,000 or more.	$10,000	$	$10,000	No
	Subtotal:	**$10,000**	**$**	**$10,000**	
D. Equipment Costing $5000 or More					
1 Speed Measurement and Message Board Combo Trailer	Purchase of speed measurement and message board combo trailer for program implementation.	$25,000	$	$25,000	No
	Subtotal:	**$25,000**	**$**	**$25,000**	
E. Indirect Cost					
	Subtotal:	**$**		**$**	
	Total Cost of Project:	**$65,000**	**$**	**$65,000**	

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Part IV: PERFORMANCE REPORT

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2023-00050

FDOT Contract Number: G2E49

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.

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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.

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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 §200.36 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:

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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.

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6. **Code of Conduct.** The Subrecipient has established, and will maintain, 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.

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;

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(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) and 49 CFR part 21

    (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

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(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) 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

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(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, 200.33, 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 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(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.

(c) **Restriction of Use for Federal Civilian and Military Employees.** Subgrant funding is not allowable for the cost of training federal civilian and military employees. Indian Nations may be supported with written approval from the FDOT Traffic Safety Administrator and NHTSA.

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.

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(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 Seat Belt Use**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, subrecipients are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

(c) **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.

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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.

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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.

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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.

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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. Recipient 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 the one of the original signatories of this subgrant agreement. 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 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. Purchases shall receive prior written approval from the FDOT Safety Office.

        ii. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT Safety Office.

        iii. Dispositions must be requested and shall receive prior written approval from the FDOT 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 of or transfer the equipment to another agency for use.

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(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 agencies 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

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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. **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:

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"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 travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $175.00 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 $175.00 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 $175 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 lodging 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.

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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)*

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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) **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. **ALL requests for reimbursement shall include FDOT Form 500-065-019 Performance Report for the period of reimbursement.**

(b) **Supporting Documentation.** 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:
https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf

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.

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.

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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 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.

(c) **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.

(d) **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.

(e) **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.

(f) **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.

(g) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient, or their delegate. Delegation letters must be provided for each subgrant agreement.

(h) **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.

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(i) **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.

(j) **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.

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.

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 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) **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.

(c) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this subgrant agreement.

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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.

(d) **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.

(e) **Impaired Driving Enforcment.**

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 moblizations 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)

(f) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(g) **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.

(h) **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 moblization for Operation Southern Slow Down.

(i) **Required Credentials for Speed Enforcement.** Any law enforcement officer who is using a radar or lasar 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.

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(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

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.

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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.

Attachment: 2022-2023 FDOT (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

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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.fsrs.gov

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	12/15/2021

Attachment: 2022-2023 FDOT (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

DocuSign Envelope ID: 2281631E-FF02-401A-A1BA-3CF809CE00C9

Project Title: Speeding and Aggressive Driving Enforcement

Project Number: SC-2023-00050

FDOT Contract Number: G2E49

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: DocuSigned by: Chris Craig B67DEADA5D7C4E4... *Authorized FDOT State Safety Office Representative*

Date: 1/10/2023 | 11:03 PM EST *Date Signed*

Reviewed for the Florida Department of Transportation:

By: DocuSigned by: Larry Ringers E468A823F45C406... *Authorized FDOT Attorney*

Date: 1/10/2023 | 4:43 PM EST *Date Signed*

SUBRECIPIENT

By: *Signature of Authorized Representative*

Name: CHRIS VIA *Authorized Representative's Name Printed*

Title: MAYOR *Authorized Representative's Title Printed*

Date: 12/16/2022 *Date Signed*

IMPLEMENTING AGENCY

By: *Signature of Authorized Representative*

Name: JEFFREY MILLER *Authorized Representative's Name Printed*

Title: CHIEF OF POLICE *Authorized Representative's Title Printed*

Date: 12-16-22 *Date Signed*

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

Attachment: 2022-2023 FDOT (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

DocuSign Envelope ID: 2281631E-FF02-401A-A1BA-3CF809CE00C9

To: Shana.Morris@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2E49

11/3/2022

CONTRACT INFORMATION

Contract:	G2E49
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF HOLLY HILL
Vendor ID:	F596000337014
Beginning Date of This Agreement:	11/02/2022
Ending Date of This Agreement:	09/30/2023
Contract Total/Budgetary Ceiling:	ct = $65,000.00
Description:	SC-2023-00050, Holly Hill PD, Speeding and Aggressive Driving Enforcement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/3/2022

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55671000961
Expansion Option:	A6
Object Code:	780000
Amount:	$65,000.00
Financial Project:	19024588483
Work Activity (FCT):	174
CFDA:	20.600
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088796/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $65,000.00

Attachment: 2022-2023 FDOT (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

230122

HOLLY HILL POLICE DEPARTMENT

INTER-OFFICE CORRESPONDENCE

Date: January 17, 2023

To: Chief Jeffrey Miller

From: Captain Christopher Yates

Subject: Quotes for Message Trailer

After an extensive search of the internet, I was only able to find two companies that sell the Stalker MC360 Message Trailer. I have attached both the Applied Concepts and Dana Safety Supply quotes.

Attachment: Stalker Radar and Dana Safety Quotes (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

DANA SAFETY SUPPLY

1 CUSTOMER INFORMATION

Most states are tax-exempt but please Create an Account if you're tax-exempt and your shipping address is in: **AR, AL, CA, FL, GA, MS, NC, OK, SC, TX, or TN.**

You can upload your tax-exempt documentation on the **"Create a Tax-Exempt Account"** page, or you can email it to us at websales@danasafetysupply.com

Create an Account

Create a Tax Exempt Account

If you are a returning customer, please log in.

Email Address:

Email

Password:

Password

CONTINUE

Forgot Password?

Or Pay Quickly Using

2 SHIPPING METHOD

Please enter your shipping address first.

PAYMENT

Credit Card

Card Number* Expiration Date*

MM/YY

Name On Card* Card Type CVV*

Select

Purchase Order (Government Only)

3 ORDER SUMMARY

Edit Cart

1 ITEMS



1 x Stalker Variable Message Board Sign And Trailer, Includes Traffic Data Collector, Rotates 360 Degrees, Raise - Lower - Pivot, Choose (In Feet) 3 X 6 Or 4 X 8 Display Panels, Battery And Solar Powered — $ 38827.92

Choose Your Model 4' x 8' display panel (+$4,164.29)

Availability SKU: MC360 4X8: Your Lead Time: Estimated 9-11 Weeks

Subtotal	$ 38827.92
Shipping	$ 0.00
Promo Code	

Apply

Total (USD) $ 38827.92

I would like to receive your newsletter

Order Comments

Order Comments

COMPLETE CHECKOUT

Please fill out all the required fields

Attachment: Stalker Radar and Dana Safety Quotes (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

STALKER radar
applied concepts, inc.

QUOTE #2068046

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet, +1-469-656-8011, brookej@stalkerradar.com

Reg Sales Mgr: Scott Berry, +1-972-837-5129, scottb@stalkerradar.com

Date: 11/17/22

Effective From : 11/17/2022 **Valid Through:** 02/15/2023 **Lead Time:** 60 working days

Bill To:	**Customer ID:** 022759	**Ship To:**	*FedEx Ground*
Holly Hill Police Department 1065 Ridgewood Ave Holly Hill, FL 32117-2807	Accounts Payable	Holly Hill Police Department 1065 Ridgewood Ave Holly Hill, FL 32117-2807	Chief Jeff Miller

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1102-00	Stalker MC360 Message Trailer (4'x8') w/Strobes	0	$18,700.00	$18,700.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	015-2532-62	MC360 Message Trailer (4 x 8)		$0.00
2	1	200-1229-01	[414155] Traffic Stats Sensor, 2 Comm Ports		$0.00
3	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		$0.00
4	1	015-5779-00	[274712] Message Center Solar Panel		$0.00
5	1	015-4120-94	Red/Blue Strobes-2 Strobe Assys, 6 LEDs ea-MC360	$459.00	$459.00
6	1	015-1819-00	[275569] Trailer Tongue Jack		$0.00
8	1	200-1173-00	Traffic Analyst App, Thumb Drive, Manual	$578.00	$578.00
9	1	200-1448-01	MC360 Trailer User Manual Kit w/USB Comm Cable		$0.00
10	1	063-0024-60	Message Center Trailer 5-Year Warranty		$0.00
11	1	600-0022-03	MC360 (4'x8') Trailer		$0.00
12	1	015-4128-36	LX60 Modem Kit with Antenna, MC360 Trailer	$1,410.00	$1,410.00
				Group Total	$21,147.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1		Accessories	0	$0.00	$0.00

Ln	Qty	Part Number	Description	Price	Ext Price
13	1	015-4122-64	Annual Shield Web Access-Stats Download & Edit Msgs	$1,091.00	$1,091.00
				Group Total	$1,091.00

Product	$22,238.00	Sub-Total:	$22,238.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$1,200.00
Payment Terms: Net 30 days		**Total: USD**	**$23,438.00**

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Attachment: Stalker Radar and Dana Safety Quotes (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

1. CALL TO ORDER

a. Roll Call
b. Invocation by City Commissioner Penny Currie
c. Pledge of Allegiance

2. PRESENTATIONS

A. 2022 Corporate Citizen of the Year - Bill Gallagher, Solar Fit

1. 2022 Employee of the Year - Okalea Circelli, Payroll Coordinator
   (Requested by Valerie Manning, City Clerk)
2. 2022 Citizen of the Year / Volunteer of the Year - Tommy Gray, HHPD VIP
   (Requested by Valerie Manning, City Clerk)
3. 2022 Corporate Citizen of the Year - Bill Gallagher, Solar Fit
   (Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS

4. APPROVAL OF MINUTES

1. Minutes - January 10, 2023 Workshop and January 10, 2023 Regular City Commission & CRA Meeting
   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - NONE

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

6. REGULAR AGENDA

1. Resolution -2023-R-5 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Appropriating FDOT Speed and Aggressive Grant Award to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.
   (Requested by Susan Lincoln, Finance)
2. Resolution -2023-R-6 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.
   (Requested by Susan Lincoln, Finance)
3. Request for Lien Reduction - 144 Burleigh Avenue

Attachment: Stalker Radar and Dana Safety Quotes (4032 : FDOT Grant - 2023 Speed / Aggressive Driving Enforcement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **February 14, 2023**
FROM: **Susan Lincoln**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2022-2023 Annual Operating Budget, Amending Project Carry Over Funds from the Fiscal Year 2021-2022 to the Fiscal Year 2022-2023 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-16**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill issued Purchase Orders and Projects prior to the commencement of Fiscal year 2023 on October 1, 2022 which were incomplete at that time.

This Resolution will amend the carryover budget funds which were brought forward for the CRA Capital Projects and Special Events and Water and Wastewater Funds into the new fiscal year to fund the Purchases and Projects that began in the prior fiscal year but were incomplete on September 30, 2022.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING

BUDGET, AMENDING PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- Carryover revenues FY22 to 23 FINAL (PDF)
- Carryover Expenses Detail FY22 to 23 (PDF)
- EXHIBIT A - FY23 FINAL BUDGET RESOLUTION (PDF)
- Water & Sewer Projects Budget Amendment 1.25.2023 (PDF)
- Budget Amendment to adjust Carryforward for Capital Projects and Special Events (PDF)

Resolution No. 2023-16

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, AMENDING PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2022-2023 ANNUAL OPERATING BUDGET, AMENDING PROJECT CARRY OVER FUNDS FROM THE FISCAL YEAR 2021-2022 TO THE FISCAL YEAR 2022-2023 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain Purchase Orders issued encumbering funds and projects initiated prior to the fiscal year commencing October 1, 2022, which remain incomplete and will carryover from fiscal year 2021-2022 into the ensuing fiscal year; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2022-R-75 approving the Annual Operating Budget for Fiscal Year 2022-2023; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2022-2023 budget.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2022 through September 30, 2023. This Resolution shall

become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 14th day of FEBRUARY, 2023.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

FY2022 Carryover Revenue Budgets to FY2023

GL Account	FY2022 Balance	Description
001-0000-389-1000	384,229	Prior Year Carryover
Fund 001 Total	**384,229**	
002-0000-331-5010	98,055	CDBG
002-0000-389-1000	939,167	Prior Year Carryover
Fund 002 Total	**1,037,222**	
004-0000-389-1000	1,100	Prior Year Carryover
Fund 004 Total	**1,100**	
130-0000-389-1000	3,834,443	Prior Year Carryover
Fund 130 Total	**3,834,443**	
135-0000-389-1000	893,963	FOUNTAIN HEAD INCENTIVES
Fund 135 Total	**893,963**	
139-0000-389-1000	6,232,232	Prior Year Carryover
Fund 139 Total	**6,232,232**	
301-0000-331-5200	186,101	FEMA
301-0000-334-5200	10,339	FEMA STATE PORTION
301-0000-389-1000	5,950,134	Prior Year Carryover
Fund 301 Total	**6,146,574**	
400-0000-389-1000	6,524,942	Prior Year Carryover
Fund 400 Total	**6,524,942**	
407-0000-389-1000	2,239,361	Prior Year Carryover
Fund 407 Total	**2,239,361**	
460-0000-389-1000	35,717	Prior Year Carryover
Fund 460 Total	**35,717**	
461-0000-389-1000	2,281,298	Prior Year Carryover
Fund 461 Total	**2,281,298**	
495-0000-389-1000	210,686	Prior Year Carryover
Fund 495 Total	**210,686**	
Total	**29,821,767**	

Attachment: Carryover revenues FY22 to 23 FINAL (2023-R-16 : Budget Amendment to Carry Over Funds from FY21-22 to FY22-23)

City of Holly Hill
Carryover Expense Budget
Fiscal Year ending 9/30/2022 into Fiscal Year 2023

Project Number	Fund	DepT	Func #	Object	Department Description	Name	Current Budget	Activity	Budget Remaining	Carryover	Notes	Project Name
	001	1201	514	3101	CITY MANAGER	PROFESSIONAL SERVICES	100,000.00	58,177.28	41,822.72	10,666.00	2 months for Rick Hamilton and Lobbyist	
	001	1301	513	1200	FINANCE/ACCOUNTING	REGULAR SALARIES & WAGE	441,274.00	381,640.72	59,633.28	59,600.00	Leave Payouts	
	001	1301	513	3200	FINANCE/ACCOUNTING	ACCOUNTING & AUDITING	73,950.00	63,510.00	10,440.00	10,440.00	GASB 87 and 96 engagement	
	001	1301	513	3400	FINANCE/ACCOUNTING	OTHER SERVICES	20,474.00	8,618.48	11,855.52	11,000.00	Tyler Training	
	001	1301	513	5501	FINANCE/ACCOUNTING	TRAINING & EDUCATION COST	2,190.00	706.00	1,484.00	1,400.00	CPE for Tim Curtin	
	001	1303	513	3400	FINANCE/CUSTOMER SERV	OTHER SERVICES	109,450.00	97,351.62	6,732.13	5,367.00	PO 220181 Insite fees for IVR & Autopay for Tyler Technologies	
21TYLR-Q	001	1306	516	4611	INFORMATION TECHNOLOGY	MAINTENANCE CONTRACTS	187,967.00	183,095.55	7,808.45	7,808.45	PO 210160 Tyler hosted software	
	001	1306	516	5202	INFORMATION TECHNOLOGY	COMPUTERS	54,150.00	25,044.65	29,105.35	29,105.35	Computer needs for City	
	001	1310	513	1200	HUMAN RESOURCES	REGULAR SALARIES	159,300.00	93,051.80	66,248.20	66,000.00	Leave Payouts	
	001	1310	513	3101	HUMAN RESOURCES	PROFESSIONAL SERVICES	45,500.00	36,430.20	9,069.80	9,069.80	Recruitment services	
	001	2110	521	4400	POLICE DEPARTMENT	RENTALS & LEASES	19,700.00	2,149.29	1,650.71	15,900.00	LPR Readers	
	001	2110	521	5250	POLICE DEPARTMENT	FUEL & OIL SUPPLIES	84,000.00	83,502.95	497.05	1,000.00		
	001	2210	522	3101	FIRE DEPARTMENT	PROFESSIONAL SERVICES	2,480.00	620.00	1,860.00	1,860.00	ALS Vehicle Permit	
	001	2410	524	5501	PLANNING & CODE ENFORCE	TRAINING & EDUCATION COST	1,900.00	975.00	925.00	925.00	CE Animal Control Cert	
	001	4141	541	4601	ROADS & STREETS	REPAIRS & MAINTENANCE	14,515.00	8,684.87	0.13	3,380.00	PO 220244 Better Barricades for Striping at Sunrise Park	
	001	4141	541	4910	ROADS & STREETS	OTHER CHARGES	199,290.00	89,829.36	94,568.34	14,892.30	PO 220218 FPL agreement for replacement of lightning fixtures	
	001	4141	541	4920	ROADS & STREETS	TREE REMOVAL	12,400.00	2,865.00	9,535.00	9,535.00	Tree removal	
	001	4172	572	3420	BLDG & GRNDS/FACILITIES	LANDSCAPING SERVICES	117,000.00	90,583.72	1,466.28	24,950.00	PO 220211 Big Value Garden for landscaping improvements at Pictona	
	001	4172	572	4601	BLDG & GRNDS/FACILITIES	REPAIRS & MAINTENANCE	182,365.00	89,815.55	89,910.45	2,139.00	PO 220252 Partitions for Restrooms @ Police Statoin	
	001	4172	572	4611	BLDG & GRNDS/FACILITIES	MAINTENANCE CONTRACTS	4,000.00	2,000.00	-	2,000.00	PO 220056 City Hall Air Conditioning	
22CE01 and 22ST01Q	001	8110	580	6400	NON-DEPARTMENTAL	MACHINERY & EQUIPMENT	404,480.00	298,103.68	55,804.43	50,571.89	PO 220150 $20,782.40 and PO 220187 $29,789.49	
	001	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	46,619.00	-	46,619.00	46,619.00	Contingency Reserve for Radios	
	001 Total									**384,228.79**		
22ST03M	002	8110	580	4601	NON-DEPARTMENTAL	REPAIRS & MAINTENANCE	1,078,000.00	40,778.05	982,644.37	1,037,221.95	PO220152 and Paving Program	
	002 Total									**1,037,221.95**		
	004	2415	524	5400	BLDG & FIRE INSPECTION	BOOKS/PUBL/SUBSCR/MEMBERS	2,900.00	1,741.00	1,159.00	1,100.00	Fire Marshal code updates	
	004 Total									**1,100.00**		
	130	2110	521	5250	POLICE DEPARTMENT	FUEL & OIL SUPPLIES	10,000.00	5,388.51	4,611.49	1,000.00	June and Sept Fuel Invoices	
	130	4173	572	3400	ADULT CTR/PICKLEBALL	OTHER SERVICES	84,000.00	61,877.35	1,915.15	20,207.50	PO 220132 Pictona Mgt	
	130	8110	581	0139	NON-DEPARTMENTAL	TRANSFER TO CRA CAPITAL	5,113,235.00	1,300,000.00	3,813,235.00	3,813,235.00		
	130 Total									**3,834,442.50**		
	135	8110	589	8200	NON-DEPARTMENTAL	PRIVATE ORG. GRANTS/CONTRI	508,419.00	166,576.85	341,842.15	341,842.15		
	135	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	552,120.00	-	552,120.00	552,120.00		
	135 Total									**893,962.15**		
	139	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE	8,885,732.00	2,879,659.37	5,227,090.32	6,006,072.63	Pictona Phase II, OH to UG	
	139	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	226,159.00	-	226,159.00	226,159.00	Reserve for future	
	139 Total									**6,232,231.63**		
	301	8110	580	6200	NON-DEPARTMENTAL	BUILDINGS	3,083,000.00	42,828.54	2,869,137.73	3,040,171.46	Public Works Building and YMCA rood	
	301	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE	3,331,355.00	759,989.02	1,777,183.28	2,571,365.98	Veterans Monument, Sunrise Park North - Southern Bulkhead	
	301	8110	580	6400	NON-DEPARTMENTAL	MACHINERY & EQUIPMENT	862,185.00	381,376.53	127,482.52	480,808.47	Tyler, Fire Truck, AC Units	
	301	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	54,228.00	-	54,228.00	54,228.00	Reserve for future	
	301 Total									**6,146,573.91**		
	400	3010	533	3101	PUBLIC WORKS - WATER	PROFESSIONAL SERVICES	36,309.00	27,183.41	4,084.34	4,946.77	220121 Mead and Hunt	
	400	3010	533	3400	PUBLIC WORKS - WATER	OTHER SERVICES	91,330.00	62,858.04	26,441.13	2,030.00	PO 220078 Badger Meter	
	400	3010	533	5201	PUBLIC WORKS - WATER	OPERATING SUPPLIES	227,000.00	204,793.87	5,719.35	16,486.78	PO220015 Ferguson Waterworks; PO220034 Dave Symonds	
	400	3010	533	5250	PUBLIC WORKS - WATER	FUEL & OIL SUPPLIES	30,500.00	23,800.77	76.37	6,622.86	PO 220173 Petroleum Traders	
	400	3020	535	3101	PUBLIC WORKS - SEWER	PROFESSIONAL SERVICES	83,982.00	46,830.43	16,832.57	20,319.00	PO 22033 Pace Analytics	
	400	3020	535	4601	PUBLIC WORKS - SEWER	REPAIRS & MAINTENANCE	397,696.00	193,754.00	180,651.00	23,291.00	PO 220233 Barney's Pump; 220248 Hydra Services; 220250 GSM Engineering; 220251 Water Treatment Controls	
	400	3020	535	4650	PUBLIC WORKS - SEWER	FLEET CHARGES	15,000.00	4,428.99	3,580.73	6,990.28	PO 220223 Tradewinds Power Corp	

Attachment: Carryover Expenses Detail FY22 to 23 (2023-R-16 : Budget Amendment to Carry Over Funds

City of Holly Hill
Carryover Expense Budget
Fiscal Year ending 9/30/2022 into Fiscal Year 2023

Project Number	Fund	DepT	Func #	Object	Department Description	Name	Current Budget	Activity	Budget Remaining	Carryover	Notes	Project Name
	400	3020	535	5201	PUBLIC WORKS - SEWER	OPERATING SUPPLIES	326,100.00	219,567.33	103,403.82	3,128.85	PO 220120 C& S Chemicals	
	400	3020	535	5250	PUBLIC WORKS - SEWER	FUEL & OIL SUPPLIES	40,200.00	33,508.41	68.73	6,622.86	PO 220173 Petroleum Traders	
22WW08	400	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE	6,189,048.00	36,696.90	5,453,048.00	6,152,351.10	3 BTU 22WW08	
	400	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	282,152.00	-	282,152.00	282,152.00	Radio and Contingency Reserve	
	400 Total									**6,524,941.50**		
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW03	17,023.49	PO 210056	LS#5
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WA03E	850.00	PO 210121	Chlorine Canopy Replacement
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW03	239,600.00	PO 210153	LS#5
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW04E	24,424.00	PO 210154	LS#19 Engineering
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WA05I	151,560.65	PO 210155	3rd Street Water Main Improv
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW09	24,112.96	PO 210165	LS#20 Engineering
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW05E	8,938.65	PO 210166	Sand Filter WWTP Engineering
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WA06E	20,535.05	PO 210170929	Clearwill Transfer
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WW07E	3,300.00	PO 220143	LS#11 Engineering
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WA02I	186,500.00	PO 220151	WTP Softner #1
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WA03E	17,084.49	PO 220176	Chlorine Canopy Replacement
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WW05E	53,020.00	PO 220213	LS#4
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WW06E	37,865.00	PO 220219	Centinnel Park Reuse Main Ariel
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WA03I	298,000.00	PO 220220	WTP Chlorine Canopy Replace
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WW06E	14,480.00	PO 220221	Golf Course
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WA04I	23,683.80	PO 220241	Sample Station Installations
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WW03I	113,997.17	PO 220245	Assess & Prioritize Manholes
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			22WW07C	75,222.50	PO 220246	LS#11 Replace forcemain piping
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW04C	468,780.00	PO 220256	LS #19
	407	8110	580	6300	NON-DEPARTMENTAL	INFRASTRUCTURE			21WW09C	355,780.00	PO 220257	LS #20
	407	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	104,603.00	-	104,603.00	104,603.00	Contingency Reserve	
	407 Total									**2,239,360.76**		
	460	3080	538	4601	STORMWATER	REPAIRS & MAINTENANCE	49,439.00	21,212.07	16,672.19	11,554.74	PO 220216 Lake Doctors Hallman Pond Replacement $5,054.74; PO 220247 Sunrise Park S Fill & Abandom Stormwater Pipe $ 6,500.	
	460	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	24,162.00	-	24,162.00	24,162.00	Contingency for Radios	
	460 Total									**35,716.74**		
	461	8110	580	6300	NON-DEPARTMENTAL	OTHER USES / INFRASTRUCTURE	2,572,270.00	247,009.37	2,281,297.84	2,281,297.84		
	461	8110	580	6300	NON-DEPARTMENTAL	OTHER USES / INFRASTRUCTURE			22SW04E	PO 210092	Mirage Pond Drainage	Mead and Hunt
	461	8110	580	6300	NON-DEPARTMENTAL	OTHER USES / INFRASTRUCTURE			22SW02E	PO 220039	Tidal Backflow Preventers	Mead and Hunt
	461 Total									**2,281,297.84**		
	495	3040	534	3400	SOLID WASTE	OTHER SERVICES	2,158,200.00	1,967,469.33	47,595.13	143,135.54	PO 22067 Waste Pro	
	495	8110	589	9910	NON-DEPARTMENTAL	CONTINGENCY	67,550.00	-	67,550.00	67,550.00	Contingency	
	495 Total									**210,685.54**		
	Grand Total									**29,821,763.31**		

Attachment: Carryover Expenses Detail FY22 to 23 (2023-R-16 : Budget Amendment to Carry Over Funds

Exhibit "A"

FINAL FY 2022-2023 BUDGET

REVENUES AND EXPENSES FY 2022 - 2023	REVENUE	EXPENSE
001 - GENERAL FUND	$ 384,229	$ 384,229
002 - LOGT 2nd	$ 1,037,222	$ 1,037,222
004 - BUILDING AND ZONING	$ 1,100	$ 1,100
130 - CRA	$ 3,834,443	$ 3,834,443
135 - CRA FOUNTAIN HEAD	$ 893,963	$ 893,963
139 - CRA CAPITAL PROJECTS	$ 6,232,232	$ 6,232,232
301 - GENERAL CAPITAL PROJECTS	$ 6,146,574	$ 6,146,574
400 - WATER & SEWER	$ 6,524,942	$ 6,524,942
401 - WATER IMPACT FEES	$ -	$ -
402 - SEWER IMPACT FEES	$ -	$ -
407 - WATER & SEWER R & R	$ 2,239,361	$ 2,239,361
409 - WATER & SEWER RESERVES	$ -	$ -
460 - STORMWATER	$ 35,717	$ 35,717
461 - STORMWATER CAPITAL	$ 2,281,298	$ 2,281,298
495 - SOLID WASTE	$ 210,686	$ 210,686
605 - POLICE EXPLORERS	$ -	$ -
TOTAL ALL FUNDS:	$ 29,821,767	$ 29,821,767

Attachment: EXHIBIT A - FY23 FINAL BUDGET RESOLUTION (2023-R-16 : Budget Amendment to Carry Over Funds from FY21-22 to FY22-23)

Exhibit B

Legacy Capital Projects Requested FY 2022

Fund Source	Division	Project Name	Project Description	Project Estimated Cost	Status	Comment	Project #	Budget in Tyler	Paid Out	Encumbered
Water-Sewer	Waste Water	Force Main Replacement from under the Canal-Influent	Replace the Sewer Force Main from under the canal to an elevated crossing with double Lined Pipe and the installing of several valves at the waste water plant	$ 350,000	On hold	Assessing priorities.	22-WW-02	350,000.00		
Water-Sewer	Water	Lime Silo	Softener #1 Rehab to include Shaft Replacements and upgrades	$ 250,000	Awaiting delivery of parts and installation to start.		22-WA-02	186,500.00		
Water-Sewer	Water	Clearwell & High Service Pumps Control Panel	Upgrade and replace the control panels for the Transfer Pumps as part of the clear well upgrade	$ 400,000	Bid advertise Feb 2023.		21-WA-06	400,000.00	55,604.37	19,222.33
Water-Sewer	Waste Water	Sand Filter Rehab	Rehab the Sand Filter to include Injectors and new panels	$ 400,000	On hold, bids came in much higher than estimated.	Delay this project for this year and use the funding for the following projects; upgrade LS #11 pumps. Complete smoke testing and flow study for LS #11, 12, 13, 14 and 16. Purchase a mobile pump dedicated to lift stations by pass pumping.	21-WW-05	515,000.00	58,213.06	7,048.50
Water-Sewer	Waste Water	Sewer Manhole Evaluation and Rehabilitation	Sewer Manhole Evaluation and Rehabilitation	$ 100,000	Evaluation of sewer manholes is complete awaiting report to evaluate the priorities.	Received the report, but the contractor could not find some manholes. PW staff working on locating them in the field (under pavemnt or covered by dirt.)	22-WW-03	115,000.00		113,997.17
Water-Sewer	Water	Automatic Sampling Stations	Install 25 Sampling stations within the city	$ 150,000	Completed 6 for testing.	Will scheudule 5-6 yearly.	22-WA-04	60,000.00	21,733.80	
Water-Sewer	Water-Sewer	Water and Wastewater Generator Replacement	Replace The Wastewater/Water Generator for the Plants	$ 500,000	On hold.		22-WW-04	-		
Water-Sewer	Waste Water	Rehab LS # 4 and the Enclosure Building	Rehab the largest Lift Station in the city to include the building that has deteriorated over the years	$ 300,000	Construction plans will be ready in Feb 2023 for bidding.		22-WW-05	300,000.00	4,697.50	50,842.50
Water-Sewer	Waste-Water	Compliance with SB 64- multi year project	Implement all of the improvements identified by the SB 64 Report to eliminate any and all discharge of reclaimed water to the Halifax River by 2026	$ 1,800,000	One of the projects will be bid in Feb 2023.	Replacement of reclaimed service line along the canal and install irrigation at Centennial Park with reclaimed water.	22-WW-06	1,785,000.00		52,345.00
Water Sewer	Water	Replace of 3 Watermains 3rd & Gibbons, 3rd St., 1 to be determined	The city has identified Several Watermains that are in need of replacements throughout the city	$ 750,000	Plan production in progress		22-WA-03	236,426.00		
			3rd Street				21-WA-05	489,374.00	49,681.17	38,326.83
			3rd street to Gibbons				23-WA-04	75,000.00		
				$ 5,000,000	$ -	$ -	$ -	**$ 4,512,300**	**$ 189,930**	**$ 281,782**

Capital Projects

Fund Source	Division	Project Name	Project Description	Project Estimated Cost	Status	Comment	Project #	Budget in Tyler	Paid Out	Encumbered
Water Sewer	Water	Chlorine Hoist - Engineering			Complete and fully		21-WA-03	399,705.00	8,620.88	310,987.92
		Chlorine Hoist - Construction			Complete and fully		22-WA-01			
Water-Sewer	Water-Sewer	Lift Station #5			Complete		21-WW-03	291,496.00	222,342.77	34,902.03
Water-Sewer	Water-Sewer	Lift Station #19			Danus awarded bid, construction to start in late Feb 2023.		21-WW-04	549,825.00	30,543.06	491,490.08
Water-Sewer	Water-Sewer	Lift Station #20			Danus awarded bid, construction to start in late Feb 2023.		21-WW-09	410,780.00	29,367.36	378,957.80
Water-Sewer	Water-Sewer	Lift Station #11	Inkind Project for FDEP		Under construction		22-WW-07	86,985.00	5,534.00	77,873.50
Water-Sewer	Water-Sewer	3rd BTU - ARPA	Construction of a 3rd Biological Treatment Unit.		On schedule to be bid June/July 2023.		22-WW-08	6,189,048.00	103,210.02	632,789.98
Water-Sewer	Water-Sewer	Aerator Tank Seal					23-WA-01	35,000.00		
Water-Sewer	Water-Sewer	Aerator Tank Coating					23-WA-02	80,000.00		
		DiscoFlo Pumps and Motors			PO issued		23-WA-03	35,000.00		
		Softner #2 Drive Shaft Replacement			Awaiting parts		20-WA-05	21,933.00		
			Total					**$ 8,099,772**	**$ 589,548**	**$ 2,208,784**
								$ 12,612,072	**$ 779,478**	**$ 2,490,566**

Upgrade and replace control panels for transfer pumps	21WA06	$	400,000
Aerator Tank Seal	New 001	$	35,000
Aerator Tank Coating	New 002	$	80,000
Discflo pumps and motors	New 003	$	35,000
Replace Pumps For 2 Western Wells	New 004	$	-
Upgrade WTP Electrical Panels	New 005	$	-
3rd St Gibbons Av to Eddie Av Water Main Replacement	22WA03	$	75,000
Cavanah Water Main Replacement	22WA03	$	-
Florida Avenue Main Replacement	22WA03	$	-
Total Water/Sewer Utility:		**$**	**625,000**

Carryforward Budget FY21-22 to FY22-23		FY23 Budget	
407-8110-589-6300	2,135,411.00	625,000.00	2,760,411.00
400-8110-580-6300	6,152,352.00		6,152,352.00
	8,287,763.00	**625,000.00**	**8,912,763.00**
		Surplus/(Deficit)	**(3,699,309.00)**

Attachment: Water & Sewer Projects Budget Amendment 1.25.2023 (2023-R-16 : Budget Amendment to Carry Over Funds from FY21-22 to

Exhibit "A"

FY 2022-2023 BUDGET AMENDMENT

REVENUES AND EXPENSES FY 2022 - 2023	REVENUE	EXPENSE
001 - GENERAL FUND		
002 - LOGT 2nd		
004 - BUILDING AND ZONING		
110 - LAW ENFORCEMENT TRUST		
130 - CRA	$ 50,000	$ 50,000
135 - CRA FOUNTAIN HEAD	$ (552,120)	$ (552,120)
139 - CRA CAPITAL PROJECTS	$ (1,997,914)	$ (1,997,914)
301 - GENERAL CAPITAL PROJECTS		
400 - WATER & SEWER	$ 4,000,000	$ 4,000,000
401 - WATER IMPACT FEES		
402 - SEWER IMPACT FEES		
407 - WATER & SEWER R & R	$ 4,000,000	$ 4,000,000
409 - WATER & SEWER RESERVES		
460 - STORMWATER		
461 - STORMWATER CAPITAL		
495 - SOLID WASTE		
605 - POLICE EXPLORERS		
TOTAL ALL FUNDS:	$ 5,499,966	$ 5,499,966

Attachment: Budget Amendment to adjust Carryforward for Capital Projects and Special Events (2023-R-16 : Budget Amendment to Carry Over

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 14, 2023**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 642 Center Avenue**
NUMBER: **(ID # 4033)**
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien for "code enforcement liens" that have been placed on the real property located at 642 Center Avenue, Holly Hill, FL 32117. The property is currently owned by Susan Decker.

The original code violation of Section 26-61(2) went before the Special Master on October 16, 2020. A repeat violation of Section 26-61(2) as well as a violation of Section 82-131 lack of a development permit went to the special master on May 12, 2022.

The Special Masters Conclusion of Law indicated that the violations have not been corrected and if not correct by a specified sate who incur a fine on the property of $50.00 per day per violation.

The order of lien has applied a Special Master fee of $500.00 plus $50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien was $18,000.00 plus administrative costs.

The property is not in compliance however, the buyers have entered into a Memorandum of Understand to have the lien reduced and paid for and the property brought into compliance.

I negotiated with the property owner for an agreed upon settlement of **$2,549.33**.

Direct expenses to the City include:

Finance Dept.	$15.00 + 35% x1	=$ 20.25
Code Enforcement	$20.48 +35% x 5	=$ 138.24
Code Administrator	$52.48 + 35% x 1	=$70.84
Total Admin Cost		**= $229.33**
Original Special Master Fines	$500.00 X1	= $500.00

Filing Fee	$10.00
Release of lien fee	$10.00
TOTAL fees	$749.33
Plus 10% of original lien	$1,800.00
Total lien payoff	**$2,549.33**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$2,549.33.**

STAFF RECOMMENDATION:

Reduce the lien from $18,000.00 to the amount of **$2,549.33**. The City shall not release the $18,000.00 lien amount until payment has been received in the amount of **$2,549.33**. If payment is not received by 5:00 PM on March 17, 2023 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **$2,549.33** payable no later than 5:00 PM on March 17, 2023. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 642 Center Request for Lien documents (PDF)
- 642 Center Special Master Findings(PDF)
- 642 Center Purchase agreements (PDF)
- 642 Center Ave. Lien Reduction Agreement (1).docx signed-2 (PDF)

MEMORANDUM

DATE: JANUARY 25, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 22-00001530 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **$18,500.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☑ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☑ DOES NOT FAIL

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

(3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS
☑ DOES NOT FAIL

_____
Joseph Forte
CITY Manager

☐ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

Lien Reduction Request Information Sheet

Property Address: 642 Center Ave Date Prepared: 1/25/2023

Owner of Property: Susan Decker

Date of Notice of Violation: 6/1/2022

Violations:

1. 82-131 Building Permit Date of Compliance _____ Exhibit A
2. 26-61 (2) Sanitary (Trash) Date of Compliance _____ Exhibit A
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 6/23/2022 Daily Fines Start Date: 7/29/2022

Daily Fines of $ 100.00 for 180 days equals 18,000 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

$500.00 Special Master Administrative Fine(s)

$ 18,000.00 Daily Accumulated Fines

$ 10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 3) +1 Brian +1 Joe

$ 10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

Property Tax Relief for Hurricanes Ian or Nicole (click here for information).

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Select Language

Home / Parcel Summary for 3265041

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3265041
Parcel ID:	523706120010
Township-Range-Section:	15 - 32 - 37
Subdivision-Block-Lot:	06 - 12 - 0010
Physical Address:	642 CENTER AVE, HOLLY HILL 32117
Business Name:	
Owner(s):	DECKER SUSAN - FS - Fee Simple - 100%
Mailing Address On File:	1421 MARGINA AVE DAYTONA BEACH FL 32114 *Update Mailing Address*
Building Count:	1
Neighborhood:	2112 - HOME ACRES UT 1 (5237-06) *Neighborhood Sales*
Subdivision Name:	
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	N 1/2 OF LOT 1 BLK 12 HOME ACRES HOLLY HILL MB 11 PG 64 PER OR 4254 PG 4254 PER OR 5315 PG 2749 PER OR 5720 PG 1060 PER OR 6442 PG 3295 PER OR 6495 PG 1461



Values & Exemptions | Land & Buildings | Sales | Legal

Property Tax Bill

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
6495 / 1461	2010127069	07/08/2010	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

6442 / 3295	2010020156	02/02/2010	CT-CERTIFICATE OF TITLE	UNQUALIFIED	IMPROVED	$100
5720 / 1060	2005341050	12/01/2005	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$72,000
5315 / 2749	2004113019	08/14/2002	QC1-QUIT CLAIM DEED	UNQUALIFIED	IMPROVED	$100
4254 / 4254	1997197608	11/15/1997	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$44,800

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

123 W. Indiana Ave. Room 102
DeLand, FL 32720
(386) 736-5901

from 7:30 a.m. to 5:00 p.m
Monday through Friday

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

8.2.a

Exhibit A

Case Master Inquiry

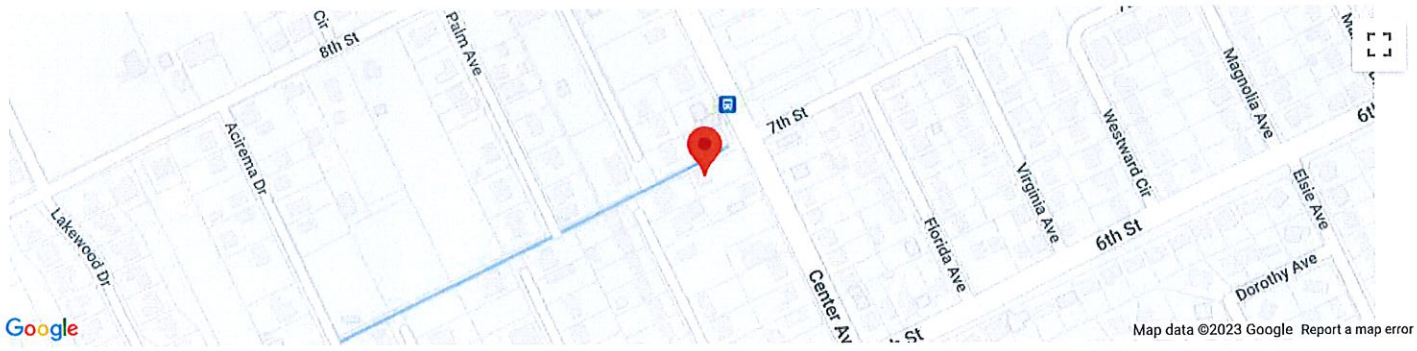
Case 22-00001530

Collapse All

Property Information

Address: 642 CENTER AVE
HOLLY HILL, FL 321173358
Location ID: 10354
PARCEL NUMBER: 5 2 37 06 12 0010
Short Parcel ID:
Zoning: R-3 R3 SFR - MEDIUM DENSITY
Subdivision:

Property Address Map



Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
Status date: 12/20/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 5/12/2022
Origination: OI OFFICER INITIATED
Default inspector: KAM Kyle Mahanes
Credit balance: .00

Owner Information

Owner name: DECKER, SUSAN
Address: 1421 MARGINA AVE
City: DAYTONA BEACH, FL 321145930
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
26-61 (2) SANITARY (TRASH)	LI		1	5/12/2022	12/20/2022
BUILDING PERMIT	LI		1	5/12/2022	12/20/2022

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

Exhibit 8.2.a

FINE

Active Inspections

Type	Insp ID	Schedule Date

No scheduled inspections exist

All Actions | Board Meetings | Data Actions | Fees | Inspections | Liens | Names | Notices | Other Actions | Receipts | Text | Work Requests

Type	Description	Transaction	Amount Due	Amount Billed	Starting Date	Ending Date	Daily Fee
40	SPEC MAG ADM FEE	500.00	500.00	.00	9/26/2022		.00
50	SPEC MAG DAILY FINE	18000.00	18000.00	.00	7/29/2022		100.00
70	PROPERTY MAINTENANCE FEE	10.00	10.00	.00	12/09/2022		.00
		18510.00	18510.00	.00			

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

LIEN REDUCTION REQUEST PACKET

Date:

From: Peg Collier

To: Randy Ast Kyle Mahanes

ADDRESS:

CASE #:

Has the property been sold since the City's lien was filed? YES____ NO✓

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant?_____

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendins/final judgement been filed? YES____ NO✓

If a lis pendins/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 11/30/2022

Who owned the property at the time our lien was filed?
Susan Deeker

What supporting documentation is attached?
Case Info Copy, Buyer/seller contracts/VCPA Print

Who owns the property now? Susan Deeker

What supporting documentation is attached? VCPA Print

NOTES:_____

_____

_____

KLM
CE Officer completing this form

1/25/2023
Date

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

CITY OF HOLLY HILL

CASE # 22-1530

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: 3 Guys Properties LLC

Property Address: 642 Center Ave. Daytona Beach, FL 32117

Phone number(s) where you can be reached during the day:

_____ cell _____

Is the property now in compliance? __ YES X NO

(If No, explain in detail) Trash Lien

Are you claiming financial hardship? X YES ___ NO

Are you claiming medical hardship? __ YES X NO

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

STATE OF Florida

COUNTY OF: Lake

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Jason Fortman, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced FL DL as identification and did take an oath.

Date: 01/21/2023

Notary Public

RACHEL CHIN
Commission # HH 264109
Expires September 12, 2026

My Commission Expires 09/12/2026

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I 3 Guys Properties LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 642 Center Ave, Daytona Beach, FL 32117

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $_____ for Case No. 22-1530, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

3 Guys Properties LLC	N/A
Owner's Name	Owner's Name
Owner's Signature	N/A
	Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 21 day of January, 2023

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jason Eckmann, who is personally known to me or who has produced FL DL as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of January, 2023.

Notary Public in and for the County and State Aforementioned

NOTARY PUBLIC STATE OF FLORIDA

RACHEL CHIN
Commission # HH 264109
Expires September 12, 2026

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name:_____

Relationship:_____

I, JASON ECKMANN, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Date: 1/21/23

Signed: [signature]

Print Name: JASON ECKMANN

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

Case Master Inquiry

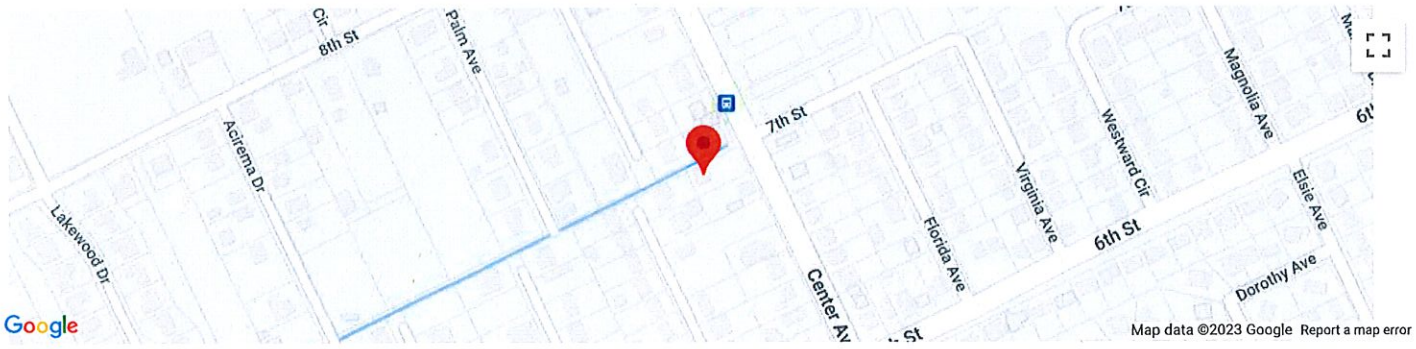
Case 22-00001530

Collapse All

Property Information

Address: 642 CENTER AVE
HOLLY HILL, FL 321173358
Location ID: 10354
PARCEL NUMBER: 5 2 37 06 12 0010
Short Parcel ID:
Zoning: R-3 R3 SFR - MEDIUM DENSITY
Subdivision:

Property Address Map



Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
Status date: 12/20/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 5/12/2022
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BUILDING PERMIT	LI		1	5/12/2022	12/20/2022

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

FINE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

All Actions | Board Meetings | Data Actions | Fees | Inspections | Liens | Names | Notices | Other Actions | Receipts | Text | Work Requests

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50	SPEC MAG DAILY FINE	18100.00	18100.00	.00	7/29/2022		100.00
		18600.00	18600.00	.00			

Attachment: 642 Center Request for Lien documents (4033 : Request for Lien Reduction - 642 Center Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Susan Decker, Owner

Respondent.

Parcel No. 5237-0612-0010
Case No. 22-00001530

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 23rd of June, 2022, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Susan Decker, the Owner and Respondent of the property located at 642 Center Avenue, Holly Hill, Florida 32117 was previously issued a Violation Notice on the 1st of October, 2020, and a Notice to Appear on the 16th of October, 2020, for the violation of Section 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature. By the prior hearing date, the Owner removed most of the trash and debris except for log stumps that were the issue in that prior hearing. The lattice fencing was never discussed in the prior case.

In the current case, the Owner and Respondent was issued another Notice of Violation on the 12th of May, 2022 and a Notice to Appear on the 8th of June, 2022 for the violation of Section 26-61(2) The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and Section 82-131 Development Permit. No

Attachment: 642 Center Special Master Findings (4033 : Request for Lien Reduction - 642 Center Avenue)

development activity may be undertaken without prior authorization by a development permit.

At the hearing, Code Enforcement Officer Mahanes provided evidence through testimony and photographs that the location was filled with trash and debris in the yard of the property once again. This is considered a repeat violation because the property was previously cited for the exact same violation. The Owner accumulated trash and debris on the property in violation of Section 26-61(2). All repeat violations within five years result in an administrative fine that is double the original administrative fine. The Owner was present at the hearing and advised that she is working on removing the items and has a dumpster to complete the removal process.

The lattice fencing surrounding the residence was installed without a permit. The lattice fencing must be removed because it cannot handle wind load and it was never installed with a permit. The Owner claims that Code Enforcement allowed her to keep the lattice fencing in the prior case, however, the prior Order never addressed the lattice fencing at all. We have no record showing that the lattice fencing existed at the time of the prior violation or whether the City of Holly Hill Code Enforcement allowed the fencing. The Owner advised that she will be moving soon, and will be removing the lattice fencing, but requires sixty days to correct all the violations.

The City of Holly Hill does not object to allowing the Owner to have the 60 days to remove the lattice fencing only. The trash and debris must be removed within 30 days.

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 642 Center Avenue, Holly Hill, FL 32117 is in violation of Section 26-61(2) The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and Section 82-131 – Development Permit. No development activity may be undertaken without prior authorization by a development permit.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of five hundred dollars ($500.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

Attachment: 642 Center Special Master Findings (4033 : Request for Lien Reduction - 642 Center Avenue)

If the violation of Section 26-61(2) The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, PER VIOLATION, for each and every day the violation continues to exist.

If the violation of Section 82-131 – Development Permit. No development activity may be undertaken without prior authorization by a development permit, is not brought into compliance within sixty (60) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day PER VIOLATION, for each and every day the violation continues to exist.

DONE AND ORDERED this 29th day of June 2022, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen Special Magistrate

Attest:
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 642 Center Special Master Findings (4033 : Request for Lien Reduction - 642 Center Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 24th day of June, 2022 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Susan Decker
642 Center Avenue
Holly Hill, FL 32117

Susan Decker
1421 Margina Avenue
Daytona Beach, FL 32114

Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 642 Center Special Master Findings (4033 : Request for Lien Reduction - 642 Center Avenue)

CONTRACT FOR PURCHASE AND SALE

PARTIES: Susan Decker ("**Seller**") and Optimal Offers LLC, ("**Buyer**"), hereby agree that the Seller shall sell and Buyer shall buy the following Optimal Offers LLC described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Purchase and Sale and any riders and addenda ("Contract"):

1. **PROPERTY DESCRIPTION:**

(a) **Street Address:** 642 Center Ave
City: Holly Hill **State:** FL **ZIP:** 32117
County: Volusia **Property Tax ID:** 5237-06-12-0010

(b) **Real Property Legal Description:** N 1/2 OF LOT 1 BLK 12 HOME ACRES HOLLY HILL MB 11 PG 64 PER OR 4254 PG 4254 PER OR 5315 PG 2749 PER OR 5720 PG 1060 PER OR 6442 PG 3295 PER OR 6495 PG 1461

(c) Personal Property: Unless stricken, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s),dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s), drapery rods, draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property")

2. **PURCHASE PRICE (U.S. currency):** $ 105,000

(a) **Initial deposit** to be held in escrow in the amount of $ 1,000
The Initial deposit made payable and delivered to "Escrow Agent" is to be made within five (5) days after Effective Date

(b) Subject to Current Mortgage in the amount of (*if applicable*): $

(c) Balance to Close: $ 104,000

(d) **Escrow Agent Information:**

Name: Fidelity National Title of Florida Inc. **Contact:** Angelique Davis

Address: 2310 E Robinson St. Orlando FL 32803

Phone: **Email:** Investordept@fnf.com

3. **TIME:**

(a) This offer is valid for five days after it is presented.
(b) The "**Effective Date**" shall be the date on which this contract is last executed by the parties.
(c) The "**Closing Date**" shall be on or before: 1/5/23
(d) Buyer shall be afforded an extension of 60 days without requiring an addendum. Time is of the essence in this Contract.
(e) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or Homeowners' insurance, Closing Date shall be extended up to seven days after the event terminates. "Force Majeure" means hurricanes, floods,

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

extreme weather, earthquakes, fire or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

4. **OCCUPANCY AND POSSESSION:**
At Closing, Seller shall deliver occupancy and possession of the Property to Buyer free of tenants, occupants, and future tenancies, unless otherwise stated.

5. **ASSIGNMENT:** Buyer may assign but not be released from any further liability under this Contract.

6. **TERMS OF PURCHASE (check as appropriate):**
X Buyer will pay cash for the purchase of the Property at Closing, but nothing prohibits Buyer from obtaining a loan to purchase the Property.

____ Seller shall "**net**" the amount of $_____ at Closing regardless of any other terms in this contract

____ Contract Buyer will purchase the Property Subject-To the Seller's current mortgage based on the following statement (***If applicable***):

Seller represents and warrants that at Time of Closing (complete only if purchasing property subject to current mortgage)

(a) *There will not be more that $_____ or less than $_____ owing on the note secured by the mortgage identified in Paragraph 8 hereof (the "Note")*

(b) *That the Note bears interest until maturity at a rate not in excess of ____% per annum; and*

(c) *That the Note is payable in equal monthly installments of $____ per month on account of principal and interest until paid in full.*

7. **CLOSING COSTS:**
Buyer will pay all costs associated with obtaining title insurance, settlement, and transfer of title from Seller to Buyer. Seller will pay all costs associated with clearing any X liens (recorded or pending) and to close any open permits and pay outstanding lien able utility charges on the Property. Real Property taxes for current year's tax bill (if available), or the prior year's tax bill if the current year's bill is not yet available. Any pending and certified special assessments shall be paid by Seller at Closing.

8. **TITLE:** Seller shall deliver marketable and insurable title to Buyer at Closing by general or statutory warranty deed. Title shall be unmarketable if the Property lacks direct access by automobile to a public right of way for ingress and egress as well as utilities, or otherwise is not marketable in accordance with Florida Title Standards. Survey encroachments shall be items that make the title unmarketable. Seller and Buyer shall also execute deliver at Closing a non-foreign affidavit, no-liens affidavit, and any other documents requested by Escrow Agent. The parties will cooperate with each other and with Escrow Agent in obtaining information necessary for Closing. Buyer shall deliver Buyer's current owners title insurance policy, latest survey, and mortgage statement(s) to Escrow Agent within 3 days of Effective Date, if available.

9. **INSPECTIONS:** Buyer and potential its potential assigns shall have the right to inspect the Property, at Buyer's expense, within 15 calendar days following Effective Date (the "**Inspection Period**"). If Buyer is not satisfied, in Buyer's sole and arbitrary determination, with the condition of the Property then, within three (1) business days following the expiration of the Inspection Period, Buyer may give written notice of election to terminate this Agreement, in which upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing. On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property to affirm that the Property is still in the same or similar condition as it was during the Inspection Period. If the Property's condition has declined, Buyer may terminate this Contract and receive a refund of all deposits.

10. **ESCROW AGENT:** The parties hold Escrow Agent harmless from any disputes related to this Contract, except for Escrow Agent's gross negligence. In the event a dispute between the parties regarding the disbursement of any

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

funds or documents held by Escrow Agent, Escrow Agent may file an action in the Ninth Judicial Circuit Court in and for Orange County, Florida, (including, but not limited to interpleader action), to obtain a judicial resolution of the dispute. In such event, all attorney's fees, costs, and expenses of such litigation may be disbursed from the funds that are the subject of the litigation. If no or insufficient funds are available to pay the fees and costs, including those incurred at mediations, arbitrations, litigation or appeals, then the parties shall be liable, jointly and severally, for same.

11. **DEFAULT:** If Buyer fails to perform Buyer's obligations under this Contract, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages in full settlement of any claims; whereupon Buyer and Seller shall be relieved from all further obligations under this Contract; or Seller, at Seller's option, may, pursuant to Paragraph 12, proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 12, may seek to recover such damages or seek specific performance. If Seller Defaults and Seller is forced to seek legal recourse Buyer will be responsible for all costs and attorney fees as well as any and all loss profit if Seller breaches contract and sells property to another buyer. This Paragraph shall survive Closing or termination of this Contract.

12. **DISPUTE RESOLUTION:** In the event that there is a dispute among the parties hereto, the parties agree to first attempt to negotiate their differences among themselves in good faith. If such negation is unsuccessful, the parties agree to submit the deadlocked decision to a local center for mediation ("local" shall means center within the locality of the primary office of the Buyer) or an equivalent mediation center for a non-binding mediation session in an attempt to resolve the dispute. If such non-binding mediation is unsuccessful, the parties agree to submit the decision to legally binding arbitration which shall be governed by the Rules of Procedure of the American Arbitration Association, or an equivalent set of Rules of Procedure agreed upon by the parties. This section shall not apply to any dispute wherein the relief sought is injunctive in nature. Injunctive relief (i.e., specific performance) is exempt from this section and may be brought immediately upon anticipatory or actual breach and Seller shall pay all costs and attorney fees of Buyer. This paragraph shall survive Closing or termination of this Contract.

13. **ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation or arbitration fee incurred in any mediation or arbitration permitted by this Agreement, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation or arbitration. In any litigation permitted by this Agreement, the Buyer shall be entitled to recover from Seller costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This paragraph shall survive Closing or termination of this Contract.
14. **RISK OF LOSS:** Seller shall bear the risk of loss of the Property until Closing has occurred.

15. **MEMORANDUM OF CONTRACT:** Upon request of Buyer or it assigns, Seller will execute a memorandum of contract in recordable for, and Buyer may record such memorandum in the county's public records where the Property is located to give public notice of this Contract's existence. Buyer may file a Notice of Interest for the Property.

16. **ELECTRONIC COPIES:** Executed electronic (PDF or telefacsimile) copies of this agreement are considered originals for all purposes.

17. **INTEGRATION; MODIFICATION; INTERPRETATION:** This Contract contains the full and complete understanding and agreement of the parties regarding the transaction contemplated and no prior agreements or representations shall be binding upon Buyer and Seller unless included in this Contract. Any modification to or change in this Contract shall be in writing and unexecuted by the parties intended to be bound by it. This Contract shall be interpreted in accordance with Florida law. This Contract has been submitted to scrutiny of both parties and shall be given a fair and reasonable interpretation without consideration being given to its having been drafted by either party or the party's counsel.

18. **WAIVER:** Failure of Buyer and Seller to insist on compliance with, strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights. Buyer waives all statutorily required disclosures regarding, but not limited to, Radon, Lead-Based Paint,

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

Property Taxes, Insulation, Energy Efficiency Ratings, Homeowner's and Condominium Owner's Association information, and the like.

19. ADDITIONAL TERMS:

a) The Parties designate the Escrow Agent to be the title and closing agent.

b) ___ (Check if applicable) Buyer may purchase Property into a land trust of which seller is initial beneficiary, and seller agrees to cooperate to assign the beneficial interest to entity or persons designated by Buyer or Buyer's assignee

c) ___ (Check if applicable) Buyer's performance of this Contract is contingent upon Buyer's review and approval of any homeowner's or condominium owner's association estoppels, financials, and restrictions.

d) X (Check if applicable) Seller acknowledges that Seller is informed and advised that the Buyer is a licensed real estate broker or salesperson who is purchasing the Property as a principal and not as an agent and shall not be entitled to any commission on account of this transaction.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

***Buyer and seller release seller from any liability if buyer or their personnell are injured while inspecting seller's property

BUYERS:

Matthew Opferman
Full Name

Matthew Opferman 12/12/22
Signature **Date**

Full Name

Signature **Date**

SELLERS:

Susan Decker
Full Name

Signature **Date**

Full Name

Signature **Date**

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

Clear Form

NEW WESTERN

ASSIGNMENT OF CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Assignment of Contract for Purchase and Sale of Real Estate Agreement (the "**Assignment**") dated Jan 19th, 2023 is made between Optimal Offers LLC ("**Seller/Assignor**") and Pinellas Equities LLC ("**Buyer/Assignee**"), regarding the property located at: 642 Center Ave, Holly Hill, FL 32117.

Please complete the following section in accordance with the way real property is described in your jurisdiction:

LOT 0 BLOCK 12 ADDITION Home Acres Unit 1

TAX MAP NO./ ASSESSOR'S PARCEL NO. 523706129919
(the "**Subject Property**").

WHEREAS, Seller/Assignor, as buyer, entered into that certain Purchase and Sale Agreement dated 12/12/22 (the "**Purchase Agreement**") with Susan Decker, as seller (the "**Original Seller**") for the purchase of the Subject Property for the amount of $_____ ("**Subject Property Purchase Price**"); and

WHEREAS, Seller/Assignor wishes to assign all of its rights, title, and interests in and to the Purchase Agreement and the Subject Property to Buyer/Assignee.

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

All capitalized terms used herein, unless otherwise defined, shall have the meaning given to such term in the Purchase Agreement.

1. **ASSIGNMENT FEE:** Buyer/Assignee shall pay and deliver to Seller/Assignor a contract assignment fee in the amount of $_____ ("**Assignment Fee**"), which shall be collected at closing and itemized on the settlement statement. The Subject Property Purchase Price plus the Assignment Fee shall be $99250 ("**Total Purchase Price**"). The Assignment Fee is not earned if the purchase of the Subject Property does not close for any reason.

2. **TERMINATION OPTION PERIOD:** Seller/Assignor acknowledges that Buyer/Assignee is a real estate investor, and this Assignment is contingent on Buyer/Assignee's evaluation of the Subject Property. Seller/Assignor acknowledges the evaluation of the Subject Property is not necessarily a formal inspection and does not have to be conducted by a certified or licensed inspector. Seller/Assignor agrees

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

no written copy of appraisals, inspections, tests, and/or reports obtained by Buyer/Assignee will be provided to Seller/Assignor or to the Original Seller.

a. Seller/Assignor grants Buyer/Assignee the unrestricted and unilateral right to terminate this Assignment by giving Notice of Termination of the Assignment within 0 days after the Effective Date of this Assignment ("**Termination Option Period**"). Notices under this Paragraph must be given by 5:00 pm (local time where the Subject Property is located) by the date specified.

b. During the Termination Option Period, Buyer/Assignee may terminate this Assignment without cause and for any reason whatsoever or no reason, including but not limited to:

i. Buyer/Assignee determines the Subject Property is not suitable for Buyer/Assignee's intended purposes (i.e., real estate investment);
ii. Buyer/Assignee is not provided with sufficient access to the Subject Property to successfully market the Subject Property to its network of real estate investors or assess the Subject Property for investment potential;
iii. Buyer/Assignee is unable to locate a concurrent purchaser for resale of the Subject Property; or
iv. Buyer/Assignee determines the profit or margin is not in line with Buyer/Assignee's expectations.

c. Buyer/Assignee's termination of this Assignment within the Termination Option Period effectively ends Buyer/Assignee's obligations under this Assignment and the Purchase Agreement, and the Purchase Agreement between Seller/Assignor as buyer and the Original Seller will remain as between those two parties. Buyer/Assignee's Termination Option Period is separate and distinct from any termination period, due diligence period, or option period specified in the Purchase Agreement. Expiration of Seller/Assignor's termination period, due diligence period, or option period under the Purchase Agreement does not impact Buyer/Assignee's Termination Option Period under this Assignment.

d. SELLER/ASSIGNOR ACKNOWLEDGES AND AGREES THAT BUYER/ASSIGNEE'S UNILATERAL RIGHT TO TERMINATE WITHIN BUYER'S "TERMINATION OPTION PERIOD" SPECIFIED ABOVE HAS BEEN SPECIFICALLY NEGOTIATED AND CONSTITUTES MATERIAL CONSIDERATION FOR THIS ASSIGNMENT, WITHOUT WHICH BUYER/ASSIGNEE WOULD BE UNWILLING TO ENTER INTO THIS ASSIGNMENT AT THE PRICE AND OTHER TERMS AGREED.

Initial: Seller/Assignor JM

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

3. **EARNEST MONEY:** Buyer/Assignee will deposit $ 5000 ("**Earnest Money**") subject to the following terms and conditions:

   a. The Earnest Money will be deposited with the closing/settlement/escrow agent to be held in escrow toward the Assignment Fee as set forth in Paragraph 1: ☐ **at time of execution of this Assignment;** or ☐ **at the expiration of the Termination Option Period.** In the event of a default on the Assignment or Purchase Agreement through no fault of Buyer/Assignee, Buyer/Assignee shall be entitled to immediate refund and/or release of Buyer/Assignee's Earnest Money paid under this Assignment without requiring any further action to be taken by the closing/settlement/escrow agent, including but not limited to the following circumstances:
      i. If Buyer/Assignee terminates this Assignment within the time set forth in Paragraph 2;
      ii. If Seller/Assignor or Original Seller are unable to provide free and clear title by the close date set forth in the Purchase Agreement;
      iii. If Seller/Assignor defaults on this Assignment;
      iv. If Seller/Assignor defaults on the Purchase Agreement; or
      v. If the Original Seller defaults on the Purchase Agreement.

   b. Seller/Assignor acknowledges that Seller/Assignor may have a contractual obligation to provide earnest money or a deposit under the Purchase Agreement between Seller/Assignor as buyer and the Original Seller and that contractual obligation is separate and distinct from Buyer/Assignee's contractual obligation to deposit Earnest Money under this Assignment. Seller/Assignor's failure to timely send earnest money or deposit money under the Purchase Agreement may be considered a breach of the Purchase Agreement with the Original Seller. Seller/Assignor's obligation to deposit earnest money or deposit money, required by the Purchase Agreement, if any, is not contingent on Buyer/Assignee depositing Earnest Money under this Assignment. By signing below, Seller/Assignor represents and warrants that Seller/Assignor has deposited earnest money or deposit money to the extent such obligation is required under the Purchase Agreement, and Seller/Assignor agrees to provide Buyer/Assignee proof of same. In no way is the Earnest Money required to be paid under this Assignment meant to replace, supersede, or substitute Seller/Assignor's obligation to deposit earnest money or pay a deposit required under the Purchase Agreement with Original Seller. In the event Buyer/Assignee timely terminates this Assignment pursuant to Paragraph 2, Buyer/Assignee's Earnest Money will be immediately refunded to Buyer/Assignee.

4. **CLOSING DATE:** Closing is to take place on or before Jan 30th, 2023

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("**Closing Date**").

5. **CLOSING/SETTLEMENT/ESCROW AGENT:** The parties to the Purchase Agreement have chosen to use the following Closer: Fidelity National Title.

6. **OCCUPANCY AND POSSESSION:** Possession will be provided ☑ **at closing** or ☑ **per the attached lease or post-closing occupancy agreement**. Seller/Assignor acknowledges they have provided all applicable lease agreements or post-closing occupancy agreements and confirms there are no oral agreements between the parties in relation to the occupancy of the Subject Property.

   Initial: Seller/Assignor JM Initial: Buyer/Assignee LE

7. **CLEAR AND MARKETABLE TITLE:** At the time of this Assignment, Seller/Assignor owns a Contract for Purchase and Sale of Subject Property. Seller/Assignor does not hold legal title to Subject Property. The Original Seller under the Purchase Agreement must be able to convey to Buyer/Assignee clear and marketable title. This Assignment is contingent upon Buyer/Assignee receiving clear and marketable title to the Subject Property. If clear and marketable title to the Subject Property cannot be provided to Buyer/Assignee, Buyer/Assignee will not be obligated to close, this Assignment is void with no further obligations between the parties hereto, and Buyer/Assignee's Earnest Money will be fully refunded to Buyer/Assignee.

8. **OWNERSHIP AND PROPERTY ACCESS ACKNOWLEDGMENT:** For the duration of this Assignment, Seller/Assignor consents to: (a) providing Buyer/Assignee and Buyer/Assignee's representatives reasonable access to the Subject Property, including both interior and exterior, for the purposes of taking photos and video and conducting walk-throughs or showings with potential purchasers, contractors, inspectors, and/or real estate investors; and (b) such information being provided to New Western, Buyer/Assignee's Brokerage Firm, and advertised to its internal investor marketplace. Seller/Assignor authorizes Buyer/Assignee to enter onto the Subject Property for inspections and due diligence and agrees Buyer/Assignee may contact the Original Seller to arrange Buyer/Assignee's entry as necessary. Seller/Assignor shall cause its affiliates, agents, and representatives to comply with the provisions in this Assignment granting access to Buyer/Assignee.

9. **DELIVERY OF PURCHASE AGREEMENT, DOCUMENTS, AND CONTACT INFORMATION:** Seller/Assignor acknowledges they have delivered to Buyer/Assignee true and complete copies of all documents provided by the Original Seller pertaining to the Subject Property and the sale of the Subject Property including, but not limited to, a complete copy of the Purchase Agreement, and all addenda and amendments thereto, all seller's disclosures, inspection reports, lease

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agreements, and any other documents executed or provided by the Original Seller. Seller/Assignor acknowledges that all contact information for all parties to the Purchase Agreement has been provided to Buyer/Assignee, including contact information for the Original Seller.

Initial: Seller/Assignor JM

10. **CONTRACT FOR PURCHASE AND SALE ACKNOWLEDGMENT:** Unless otherwise specified herein, Buyer/Assignee accepts *all terms and conditions* of the Purchase Agreement between Seller/Assignor as buyer and the Original Seller. Buyer/Assignee acknowledges receipt of legible copies of the Purchase Agreement in its entirety including all addenda and amendments thereto.

Initial: Buyer/Assignee JM

11. **NO AMENDMENT OR RE-NEGOTIATION OF PURCHASE AGREEMENT:** Buyer/Assignee's assumption of the rights and obligations of Seller/Assignor under the Purchase Agreement is based on the written terms and conditions that have been expressly negotiated between the Original Seller and Seller/Assignor as buyer as set forth in the Purchase Agreement at the time of the execution of this Assignment. Unless Buyer/Assignee agrees in writing or otherwise terminates this Assignment within the Termination Option Period specified in Paragraph 2, Seller/Assignor agrees that Seller/Assignor will not amend or re-negotiate any terms of the Purchase Agreement with Original Seller after this Assignment has been executed by Seller/Assignor and Buyer/Assignee. Any Amendment made to the Purchase Agreement or change in terms without Buyer/Assignee's written consent will be considered a breach of this Assignment by Seller/Assignor. Upon such breach, Buyer/Assignee may terminate this Assignment at its option and obtain a full refund of Buyer/Assignee's Earnest Money hereunder.

12. **NO ADVERTISING, MARKETING, AND RESALE:** For the duration of the term of this Assignment, Seller/Assignor covenants and agrees Seller/Assignor will not advertise or market the Subject Property, further assign, transfer, or convey any interest in the Purchase Agreement or enter into other purchase agreements for the sale of the Subject Property. Any violation of this covenant shall be a breach of this Assignment by Seller/Assignor. Upon such breach, Buyer/Assignee may terminate this Assignment at its option and obtain an immediate refund of Buyer/Assignee's Earnest Money hereunder.

13. **EXCLUDED CLOSING COSTS:** Buyer/Assignee agrees to pay any closing costs Seller/Assignor is required to pay under the Purchase Agreement exclusive of any encumbrances, liens, commissions, taxes, prorations, adjustments, or other

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assessments owed by Original Seller. If the Purchase Agreement specifies Seller/Assignor as buyer is to pay any of the aforementioned excluded closing costs, Seller/Assignor shall be responsible for paying such excluded closing costs, and payment of such costs will not be reimbursed to Seller/Assignor by Buyer/Assignee on the Settlement Statement.

14. ADDITIONAL DISCLOSURES AND ACKNOWLEDGMENTS:

a. **Real Estate Brokerage Disclosure:** Buyer/Assignee acknowledges it is conducting a transaction directly with the Seller/Assignor for the purchase of the Subject Property. Seller/Assignor is not relying upon or being represented by a real estate brokerage in this transaction. Buyer/Assignee is represented by New Western ("**Buyer/Assignee's Brokerage Firm**"). Seller/Assignor acknowledges that Buyer/Assignee's Brokerage Firm does not represent Seller/Assignor in any capacity.

b. **Affiliation Disclosure:** One or more authorized representatives of Buyer/Assignee are, or may be, a licensed real estate broker or salesperson, including the Employing Broker of Buyer/Assignee's Brokerage Firm. Additionally, certain principals of Buyer/Assignee, whether or not licensed real estate brokers, are, or may be affiliated with Buyer/Assignee's Brokerage Firm.

c. **Investor Disclosure:** Buyer/Assignee is an investor and reserves the right to advertise, market, transfer, assign, convey, or resell the Subject Property at any time, including before and after the Closing Date, and for any price or terms in Buyer/Assignee's sole discretion.

d. **Disclosure of Material Facts; Indemnification:** Upon the signing of this Agreement, Seller/Assignor agrees to disclose in writing to Buyer/Assignee any material fact about the Subject Property that is known to Seller/Assignor, is discovered by Seller/Assignor through Seller/Assignor's own due diligence, or is otherwise learned by Seller/Assignor through the Original Seller. The term "material fact" shall be defined as any fact that could affect a reasonable person's decision to buy, sell, or lease the Subject Property. Seller/Assignor's duty to disclose material facts shall be ongoing throughout the entirety of the effectiveness of this Assignment.

   Should Seller/Assignor fail to disclose a material fact that Seller/Assignor knows, discovers, or learns of concerning the Subject Property, then Seller/Assignor shall fully defend and indemnify Buyer/Assignee from any and all losses, costs, and expenses incurred by Buyer/Assignee related to Seller/Assignor's failure to disclose or investigate.

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e. **Earnest Money and Option fee reimbursements:** Buyer/Assignee acknowledges that any earnest and option monies under the Purchase Agreement that are disbursed by Seller/Assignor for the purchase of the Subject Property are to be reimbursed to Seller/Assignor by Buyer/Assignee on the Settlement Statement.

f. **Assignment:** If the Purchase Agreement allows, or if otherwise permitted by applicable law. Buyer/Assignee has full authority to assign and/or reassign its interest in the Purchase Agreement and transfer all its duties and rights under the Purchase Agreement before closing without disclosure to, notice to, or consent of Seller/Assignor or the Original Seller.

g. **Memorandum of Contract/Suit for Specific Performance/Lis Pendens:** Where local law allows, with Original Seller's consent, if required, Buyer/Assignee may at any time, at its option, file or record a Memorandum of Contract in the jurisdiction in which the Subject Property is located to put potential future buyers on notice of Buyer/Assignee's interest in the Purchase Agreement. In the event of a default on the Purchase Agreement or on this Assignment, Buyer/Assignee may, in addition to all other rights and remedies it may have under law or equity, file suit for specific performance and without the consent of any person, file or record a *lis pendens* or other notice of pendency of litigation in the jurisdiction in which the Subject Property is located to put potential future buyers on notice that the Subject Property is subject to a legal proceeding.

h. **No Other Agreements:** There are no unwritten oral agreements between the Original Seller and Seller/Assignor with respect to the sale of the Subject Property, including without limitation any personal property or other items that may be excluded from the sale of the Subject Property. Seller/Assignor has provided to Buyer/Assignee all written agreements between the Original Seller and Seller/Assignor, including any written agreements pertaining to personal property or other items excluded from the sale of the Subject Property. Failure to provide Buyer/Assignee with all written agreements and documentation pertaining to the Purchase Agreement or Subject Property and/or Seller/Assignor making unauthorized oral agreements with the Original Seller will be considered a breach of this Assignment by Seller/Assignor. Upon such breach, Buyer/Assignee may terminate this Assignment at its option and obtain a refund of Buyer/Assignee's Earnest Money hereunder.

i. **Modification:** No provision, term, or clause of this Assignment shall be revised, modified, amended or waived except by an instrument in writing signed by the Buyer/Assignee and the Seller/Assignor.

15. COUNTERPARTS: This Assignment may be executed in any number of counterparts,

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and each counterpart shall be deemed to be an original, but each counterpart combined shall constitute one agreement. Where allowed by applicable law, each party agrees that this Assignment and all documents delivered in connection herewith may be electronically signed, and that any electronic signatures shall have the same validity, force, effect, and legal status of handwritten and/or wet ink signatures.

16. **EFFECTIVE DATE:** The Effective Date of this Assignment is the date of final acceptance by the last party to sign the Assignment.

17. **ADDITIONAL TERMS AND CONDITIONS OF THIS ASSIGNMENT ARE AS FOLLOWS:**

[*Signatures on Following Page.*]

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

IN WITNESS WHEREOF, the Buyer/Assignee and the Seller/Assignor have entered into this Assignment as of the date first set forth above.

BUYER/ASSIGNEE:	SELLER/ASSIGNOR:
Pinellas Equities LLC	Optimal Offers LLC
Buyer/Assignee	Seller/Assignor
Chad Ellis 1/21/2023	John Murdock 1/19/23
Signature Date	Signature Date
NAME TITLE	NAME TITLE
PHONE	PHONE
FAX	FAX
EMAIL	EMAIL

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

EARNEST MONEY RECEIPT

_____ Closing/Settlement/Escrow Agent or Seller/Assignor, ("Recipient") has received $_____ Earnest Money deposit from Pinellas Equities LLC (Buyer/Assignee) toward the Assignment Fee in Paragraph 1. on _____ (date).

_____ _____

Recipient Signature Date

Copy check here:

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DocuSign Envelope ID: 697EFE3A-9EFB-42A5-B2A7-AE7CED700F59

Addendum to Contract

Addendum No. _____ to the Contract dated _____ between

Susan Decker (Seller)

and Optimal Offers LLC (Buyer)

concerning the property described as: 642 Center Ave Holly Hill FL 32117

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and seller agree to extend close date to 2/2/23

Buyer: Matt Opferman Date: 1/20/23

Buyer: _____ Date: _____

Seller: SUSAN DECKER (DocuSigned by: B3C108DCFD2244C...) Date: 1/20/2023 | 2:27 PM PST

Seller: _____ Date: _____

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forms

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Addendum to Contract

Addendum No. _____ to the Contract dated _____ between

Susan Decker

_____ (Seller)

Optimal Offers LLC

and _____ (Buyer)

642 Center Ave Holly Hill FL 32117

concerning the property described as: _____

_____

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and seller agree to reduce purchase price to $90,000

Buyer and seller agree to extend closing to on or before 1/25/23

Buyer: _____ Date: 1/9/23

Buyer: _____ Date: _____

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Buyer: _____ Date: _____

_____ Date: _____ ACSP-3 Rev 10/15 ©

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AGREEMENT TO ASSIGN
PURCHASE AND SALE AGREEMENT

This Agreement to Assign Purchase and Sale Agreement (the "**Assignment**") dated the 19 day of January 20 23 is made between Pinellas Equities ("**Seller/Assignor**") and . 3 Guys Properties LLC ("**Buyer/Assignee**"), regarding the property described as:

Lot: 1 Block: 12 Addition: Home Acres Unit 01 (the "**Subject Property**")

The Subject Property's address is known as: 642 Center Ave, Daytona Beach, FL 32117

WHEREAS, Seller/Assignor entered into that certain Purchase and Sale Agreement dated the 12 day of December 20 22 (the "**Purchase Agreement**") by and between Seller/Assignor, as purchaser and Susan Decker, as seller (the "**Original Seller**") for the purchase of the Subject Property; and

WHEREAS, Seller/Assignor wishes to assign its right, title and interest in and to the Purchase Agreement to Buyer/Assignee.

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

1) Assignment total purchase price inclusive of all underlying assignment fee(s) is 107,000. Assignor reserves the right to renegotiate the purchase price on the Purchase Agreement with Original Seller. Any reduction or increase in original purchase price on the Purchase Agreement will not affect the "Total Purchase Price" referenced in this Assignment unless otherwise amended.

2) **CLOSING DATE**: Closing is to take place on or before 1/30/2023 (date)

3) **ADMINISTRATIVE FEE**: Buyer/Assignee shall pay and deliver to New Western Acquisitions an administrative fee in the amount of **$395.00** upon closing on the settlement statement.

4) **DOWN PAYMENT**: Buyer agrees to pay to Seller a non-refundable down payment in the amount of:

   $ 7,500 on January 19, 20 23

   This down payment is to be applied to the Assignment Fee of the Subject Property at closing, or shall be retained by Seller as agreed upon liquidated damages if Buyer fails to perform Buyer's duties in this Assignment or the Purchase Agreement.

5) **EARNEST MONEY**: Buyer/Assignee acknowledges that any monies disbursed by Seller/Assignor for the purchase of the Subject Property (i.e., earnest money and option fees; the "**Earnest Money**") are to be reimbursed to the Seller/Assignor by Buyer/Assignee upon closing on the settlement statement.

DS AH
Buyer/Assignee's Initials _____ Seller/Assignor's Initials DS CE

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6) **ASSIGNMENT**: Subject to the terms and conditions of this Assignment, Seller/Assignor hereby assigns to Buyer/Assignee its right, title and interest in and to the Purchase Agreement.

7) **ASSUMPTION**: Buyer/Assignee hereby agrees to assume and perform all obligations and duties of the Seller/Assignor under the Purchase Agreement.

8) **ACKNOWLEDGMENT**: Buyer/Assignee has previously reviewed the Purchase Agreement and accepts *all terms and conditions* of the Purchase Agreement in its entirety. Buyer/Assignee acknowledges receipt of legible copies of the Purchase Agreement in its entirety including all Addendums, if any.

9) **CONDITION OF SUBJECT PROPERTY: AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER/ASSIGNOR UNDER THIS ASSIGNMENT AS NEGOTIATED AND AGREED TO BY THE BUYER/ASSIGNEE AND THE SELLER/ASSIGNOR, THE BUYER/ASSIGNEE ACKNOWLEDGES AND AGREES TO ACCEPT THE SUBJECT PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE SUBJECT PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE BUYER/ASSIGNEE ACKNOWLEDGES THAT THE SELLER/ASSIGNOR, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER/ASSIGNOR SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN WITH RESPECT TO THE FOLLOWING:**

   a) **THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE SUBJECT PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE SUBJECT PROPERTY OR IMPROVEMENTS (E.G. ROOF, PLUMBING, ELECTRICAL, APPLIANCES, SEWERS, SOIL CONDITIONS, FOUNDATION, HEATING, AIR CONDITIONING, STRUCTURAL, POOL-RELATED EQUIPMENT, ETC.);**

   b) THE CONFORMITY OF THE SUBJECT PROPERTY, OR THE IMPROVEMENTS, TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE, ANY IMPROVEMENTS AND/OR ANY REMODELING OF THE STRUCTURE; AND

   c) **THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER**

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EXIST AND WHICH, IF KNOWN TO THE BUYER, WOULD CAUSE THE BUYER/ASSIGNEE TO REFUSE TO PURCHASE THE SUBJECT PROPERTY.

d) **BUYER/ASSIGNEE ACKNOWLEDGES THAT (I) BUYER/ASSIGNEE IS NOT RELYING UPON ANY REPRESENTATIONS, ORAL OR WRITTEN, OF SELLER/ASSIGNOR OR SELLER/ASSIGNOR'S AGENT(S); (II) ALL NUMBERS AND FIGURES RELATING TO THE SUBJECT PROPERTY AND THE VALUE OR MARKETABILITY OF THE SUBJECT PROPERTY, AS AN INVESTMENT, ARE MERELY ESTIMATES; AND (III) BUYER/ASSIGNEE IS NOT RELYING ON SELLER/ASSIGNOR'S OR SELLER/ASSIGNOR 'S AGENT(S) ESTIMATES AND IS PURCHASING THE SUBJECT PROPERTY BASED ON BUYER/ASSIGNEE'S OWN DUE DILIGENCE; AND (IV) SELLER/ASSIGNOR HAS NO OBLIGATION TO COMPLETE WALK-THROUGH OR PICK-UP WORK ON THE SUBJECT PROPERTY OTHER THAN AS EXPRESSLY AGREED IN THE PURCHASE AND SALE AGREEMENT.**

Mold, mildew, spores and/or other microscopic organisms and/or allergens (collectively referred to in this Addendum as "Mold") are environmental conditions that are common in residential properties and may affect the Subject Property. Mold, in some forms, has been reported to be toxic and to cause serious physical injuries, including but not limited to, allergic and/or respiratory reactions or other problems, particularly in persons with immune system problems, young children and/or elderly persons. Mold has also been reported to cause extensive damage to personal and real property. Mold may have been removed or covered in the course of any cleaning or repairing of the Subject Property. The Buyer/Assignee acknowledges that, if Seller/Assignor, or any of Seller/Assignor's employees, contractors, or agents cleaned or repaired the Subject Property or remediated Mold contamination, that Seller/Assignor does not in any way warrant the cleaning, repairs or remediation. Buyer/Assignee accepts full responsibility for all hazards that may result from the presence of Mold in or around the Subject Property. The Buyer/Assignee is satisfied with the condition of the Subject Property notwithstanding the past or present existence of Mold in or around the Subject Property and Buyer/Assignee has not, in any way, relied upon any representations of Seller/Assignor, Seller/Assignor's employees, officers, directors, contractors, or agents concerning the past or present existence of Mold in or around the Subject Property.

10) <u>WAIVERS</u>:

AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER/ASSIGNOR UNDER THIS ASSIGNMENT AGREED TO BY THE BUYER/ASSIGNEE AND THE SELLER/ASSIGNOR, THE BUYER/ASSIGNEE WAIVES AND RELEASES SELLER/ASSIGNOR AND SELLER/ASSIGNOR'S AFFILIATES AND AGENTS AND THEIR RESEPECTIVE SUCCESSORS AND ASSIGNS FROM THE FOLLOWING:

a) **ALL DEMANDS, CLAIMS, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN;**

DS AH
Buyer/Assignee's Initials _____ Seller/Assignor's Initials DS CE _____

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b) **RIGHT TO RECORD A LIS PENDENS AGAINST THE SUBJECT PROPERTY OR TO RECORD THIS AGREEMENT OR A MEMORANDUM THEREOF IN THE REAL PROPERTY RECORDS;**

c) **RIGHT TO INVOKE ANY OTHER EQUITABLE REMEDY THAT MAY BE AVAILABLE THAT IF INVOKED, WOULD PREVENT THE SELLER/ASSIGNOR FROM CONVEYING THE SUBJECT PROPERTY TO A THIRD PARTY PURCHASER;**

d) **ANY AND ALL CLAIMS ARISING FROM THE ADJUSTMENTS OR PRORATIONS OR ERRORS IN CALCULATING THE ADJUSTMENTS OR PRORATIONS THAT ARE OR MAY BE DISCOVERED AFTER CLOSING;**

e) **ANY CLAIMS FOR FAILURE OF CONSIDERATION AND/OR MISTAKE OF FACT AS SUCH CLAIMS RELATE TO THE PURCHASE OF THE SUBJECT PROPERTY OR ENTERING INTO OR EXECUTION OF OR CLOSING UNDER THIS AGREEMENT;**

f) **ANY REMEDY OF ANY KIND, INCLUDING BUT NOT LIMITED TO RESCISSION OF THIS AGREEMENT, TO WHICH THE BUYER/ASSIGNEE MIGHT OTHERWISE BE ENTITLED AT LAW OR EQUITY WHETHER BASED ON MUTUAL MISTAKE OF FACT OR LAW OR OTHERWISE;**

g) **TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THE PURCHASE AND SALE AGREEMENT;**

h) **ANY RIGHTS OR REMEDIES ARISING UNDER SECTION 27.01 OF THE TEXAS BUSINESS AND COMMERCE CODE;**

i) **ANY CLAIMS OR LOSSES THE BUYER/ASSIGNEE MAY INCUR AS A RESULT OF CONSTRUCTION ON, REPAIR TO, OR TREATMENT OF THE SUBJECT PROPERTY, OR OTHER DEFECTS, WHICH MAY NOW OR HEREAFTER EXIST WITH RESPECT TO THE SUBJECT PROPERTY;**

j) **ANY CLAIMS OR LOSSES RELATED TO ENVIRONMENTAL CONDITIONS AFFECTING THE SUBJECT PROPERTY INCLUDING, BUT NOT LIMITED TO, MOLD, DRYWALL, LEAD PAINT, FUEL OIL, ALLERGENS, OR TOXIC SUBSTANCES OF ANY KIND;**

k) **ANY RIGHT TO AVOID THIS SALE OR REDUCE THE PRICE OR HOLD THE SELLER/ASSIGNOR RESPONSIBLE FOR DAMAGES ON ACCOUNT OF THE CONDITION OF THE SUBJECT PROPERTY, LACK OF SUITABILITY AND FITNESS, OR REDHIBITORY VICES AND DEFECTS, APPARENT, NONAPPARENT OR LATENT, DISCOVERABLE OR NONDISCOVERABLE;**

l) **ANY CLAIM ARISING FROM ENCROACHMENTS, EASEMENTS, SHORTAGES IN AREA OR ANY OTHER MATTER WHICH WOULD BE DISCLOSED OR REVEALED BY A SURVEY OR INSPECTION OF THE SUBJECT PROPERTY OR SEARCH OF PUBLIC RECORDS; AND**

m) **ANY RIGHT TO MEDIATION OR ARBITRATION RELATING TO OR ARISING UNDER OR FROM THIS AGREEMENT, EXCEPT AS PROHIBITED BY LAW.**

DS AH

Buyer/Assignee's Initials _____ Seller/Assignor's Initials DS CE

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

IN FURTHERANCE OF THE RELEASES SET FORTH IN THIS SECTION, BUYER/ASSIGNEE HEREBY EXPRESSLY WAIVES TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE ANY AND ALL RIGHTS OR BENEFITS CONFERRED BY ANY LAW THAT IS INCONSISTENT WITH THE WAIVER AND RELEASE CONTAINED IN THIS SECTION AND EXPRESSLY CONSENTS THAT EACH SUCH WAIVER AND RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND CONDITIONS, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, IF ANY, AS WELL AS THOSE RELATING TO ANY OTHER CLAIMS SET FORTH HEREIN.

11) **INSPECTIONS**: Buyer/Assignee has completed all physical inspections of the Subject Property and understands that the Purchase Agreement contains no contingencies for inspections. Buyer/Assignee acknowledges and understands that the Earnest Money is non-refundable in accordance with the terms of the Purchase Agreement, and there are no contingencies or options to terminate the Purchase Agreement, including, without limitation, for financing, inspections, environmental and/or any other property inspection related matter.

12) **NON-PERFORMANCE**: Notwithstanding anything to the contrary contained herein, in the event Buyer/Assignee fails to comply with the terms and provisions of the Purchase Agreement and/or fails to close on the Subject Property in accordance with the Purchase Agreement, (i) Buyer/Assignee agrees to indemnify and hold Seller/Assignor harmless from and against any and all damages, costs, expenses, fees (including, without limitation, attorney's fees) arising or resulting from Buyer/Assignee's breach of the Purchase Agreement, failure to close on the Subject Property and/or this Assignment, (ii) Seller/Assignor may retain the Down Payment, and (iii) Seller/Assignor may, but shall have no obligation to, step back into the shoes of Buyer/Assignee. In such event, upon written notice delivered to Buyer/Assignee that Seller/Assignor is taking back the Purchase Agreement, the Purchase Agreement shall be deemed automatically assigned back to Seller/Assignor, and Seller/Assignor shall have all right, title and interest of Buyer/Assignee to acquire the Subject Property. Seller/Assignor may exercise this right at no cost or expense to Seller/Assignor, and shall have no obligation to account to, or refund to Buyer/Assignee, any portion of the Earnest Money. Buyer/Assignee shall in all events remain liable for any and all damages accruing under the Purchase Agreement or resulting from Buyer/Assignee's default or breach of the Purchase Agreement.

13) **LIMITATION OF ASSIGNMENT**: It is hereby acknowledged by Buyer/Assignee that this Assignment and the Purchase Agreement are not assignable by Buyer/Assignee without the express written authorization of Seller/Assignor, authorization of which may be withheld for any reason by Seller/Assignor. If there is an option period granted in the Purchase Agreement, Buyer/Assignee waives their right to this option period. Buyer/Assignee waives all rights to terminate and obtain a refund of earnest money granted in section 6B of the Purchase Agreement.

14) **ADDITIONAL DISCLOSURES, ACKNOWLEDGMENTS AND PROVISIONS**:

a) Inspection Report and Subject Property Conditions: Seller/Assignor and affiliated associates make no warranty, expressed or implied, regarding inspection reports, the condition or value of the Subject Property, or any other reports provided to Buyer/Assignee by Seller/Assignor or third parties concerning the Subject Property. Buyer/Assignee is advised to independently verify the accuracy of all information contained in reports regarding the Subject Property.

b) Real Estate Brokerage Disclosure: Buyer/Assignee acknowledges Buyer/Assignee is conducting a transaction dealing directly with Seller/Assignor for the purchase of the Subject Property. Buyer/Assignee is not relying upon or being represented by a Real Estate Brokerage in this transaction. Buyer/Assignee acknowledges that New Western Acquisitions ("**Broker**") is a Texas

Buyer/Assignee's Initials DS AH Seller/Assignor's Initials DS CE

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

Licensed Real Estate Broker. Broker is functioning as a non-representational facilitator in this transaction. Broker does not extend, nor accept, any agency or representational responsibilities for Buyer/Assignee or Seller/Assignor in this transaction.

c) Notice of Membership in the Subject Property Owners Association(s): As the Buyer/Assignee of a Subject Property in a residential community, Buyer/Assignee is obligated to be a member of a property owners association(s). Restrictive covenants governing the use and occupancy of the Subject Property and a dedicatory instrument governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Subject Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the applicable county clerk. Buyer/Assignee is obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Buyer/Assignee's failure to pay the assessments could result in a lien on and the foreclosure of the Subject Property.

d) Property Access Limitation and Utilities: Seller/Assignor and affiliated associates make no authorization to Buyer/Assignee to enter onto the Subject Property prior to closing, Buyer/Assignee holds Seller/Assignor and affiliated associates harmless from liability arising from Buyer/Assignee entering onto the Subject Property. Buyer/Assignee at no time and for no reason is to enter the Subject Property without a licensed real estate agent of Broker. Utilities will not be turned on by Seller/Assignor at any time and Buyer/Assignee waives any rights granted in this Assignment requiring the Seller/Assignor to turn on utilities.

e) Affiliated Parties Disclosure: Buyer/Assignee is hereby notified that there is common ownership and corporate officers between Seller/Assignor, New Western Acquisitions, and Sherman Bridge Lending.

f) Lead Based Paint and Energy Efficiency Brochures: Buyer/Assignee acknowledges receipt of Lead Based Paint and Energy Efficiency Brochures.

g) Service Providers: Any contact information given to Buyer/Assignee by Seller/Assignor for any outside Service Providers including but not limited to: contractors, handymen, subcontractors, mortgage brokers, tradesmen, realtors, title agents, and attorneys shall not be construed or taken as an endorsement or recommendation by Seller/Assignor of the quality or type of service that you will receive. Any Service Providers given to Buyer/Assignee are done so strictly as a tool to give Buyer/Assignee some immediate options. Buyer/Assignee will not hold Seller/Assignor responsible for damages incurred from such service providers. All Service Providers need to be researched and chosen independently by the Buyer/Assignee.

h) Buyer's Sole Remedy: Notwithstanding anything to the contrary contained in this Assignment, if Seller/Assignor fails to comply with this Assignment (and same remains uncured for 30 days after written notice to Seller/Assignor), Buyer/Assignee's sole and exclusive remedy, Buyer/Assignee hereby waiving any and all other remedies at law or in equity, shall be to terminate this Assignment and receive a refund of the Down Payment.

i) Legal and Attorney Fees: In the event of a dispute between the parties regarding this Assignment, regardless of which party prevails, each party shall be responsible for its own costs and fees, including attorney fees unless such dispute arises from a claim that is deemed to be baseless or frivolous by a court of competent jurisdiction.

j) Cash Sale: There is no contingency granted to Buyer/Assignee for financing.

k) Ownership and Property Access Acknowledgment: At the time of this Assignment, Seller/Assignor owns a purchase contract on the Subject Property. Seller/Assignor does not own title to Subject Property. Seller/Assignor and affiliated associates do not authorize Buyer/Assignee to enter onto

Buyer/Assignee's Initials DS AH Seller/Assignor's Initials DS CE

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

Subject Property. Buyer/Assignee holds Seller/Assignor and affiliated associates harmless from liability arising from Buyer/Assignee entering onto Subject Property.

15) **SEVERABILITY**: The lack of enforceability of any provision of this Assignment shall not affect the enforceability of any other provision of this Assignment, all of which shall remain in full force and effect.

16) **MODIFICATION**: No provision, term or clause of this Assignment shall be revised, modified, amended or waived except by an instrument in writing signed by the Buyer/Assignee and Seller/Assignor.

17) **COUNTERPARTS**: This Assignment may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one agreement.

18) **ELECTRONIC SIGNATURE**: An electronic signature shall be given the same effect as a written signature.

19) **USE OF SUBJECT PROPERTY**: The Buyer/Assignee does **NOT** intend to use and occupy the Subject Property as Buyer/Assignee's primary residence.

20) **ENTIRE AGREEMENT**: This Assignment constitutes the sole and entire agreement and no modification of this Assignment shall be binding unless signed by all parties. No representation, promise, or inducement not included in this Assignment shall be binding upon any party hereto.

21) **ADDITIONAL TERMS AND CONDITIONS**:

Seller has the right to extend the Closing Date by 14 days Pinellas Equities LLC will pay for city trash lien

IN WITNESS WHEREOF, the Buyer/Assignee and the Seller/Assignor have entered into this Assignment as of the date first set forth above.

BUYER/ASSIGNEE:

3 Guys Properties LLC

Buyer/Assignee

DocuSigned by: Aaron Holsipple BE59E49280B0449...

Signature 1/19/2023 Date

Aaron Holsipple

NAME **TITLE**

PHONE

FAX

EMAIL

SELLER/ASSIGNOR:

Pinellas Equities LLC

Seller/Assignor

DocuSigned by: Chad Ellis 1480A2BA9288426...

Signature 1/20/2023 Date

Chad Ellis

NAME **TITLE**

PHONE

FAX

EMAIL

Buyer/Assignee's Initials DS AH Seller/Assignor's Initials DS CE

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

12/6/2022 8:49:17 AM 1 page
Instrument# 2022268386
Book: 8342 Page: 745
Electronically Recorded By
Volusia County Clerk of the Cou

RECEIVED
DEC 0 8 2022

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Peggy Collier**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 523706120010	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director;

Who was duly sworn and says he/she is the lienor herein.

City of Holly Hill

1065 Ridgewood Avenue, Holly Hill, FL 32117.

Respondent ordered to pay fines, fees and cost as follows:
Special Magistrate Administrative Hearing Fine of $500.00 ordered on June 29, 2022, which remains unpaid in case # 22-1530.

Daily fine of $50 per day, per violation commencing on July 29, 2022 for two (2) violations which have not been corrected.

on the following described real property in Volusia County, Florida: N 1/2 OF LOT 1 BLK 12 HOME ACRES HOLLY HILL MB 11 PG 64 PER OR 4254 PG 4254 PER OR 5315 PG 2749 PER OR 5720 PG 1060 PER OR 6442 PG 3295 PER OR 6495 PG 1461.

642 Center Ave., Holly Hill FL 32117.

owned by Susan Decker. Fine, fees and cost of Fifty Dollars ($50) per day per violation (2 violations) commencing on July 29, 2022, along with a Special Master hearing fine of Five Hundred Fifty Dollars ($500.00), which remains unpaid as of November 30, 2022.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____
Brian M. Walker, Community Development Director

State of Florida, County of Volusia I hereby certify that on 30th day of November, 2022, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian M. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Peggy C Collier
Comm. #GG071073
Expires: March 18, 2024
Bonded Thru Aaron Notary

Peggy C Collier
Notary Signature

Peggy C Collier
Printed Name

Attachment: 642 Center Purchase agreements (4033 : Request for Lien Reduction - 642 Center Avenue)

DocuSign Envelope ID: AEB493A0-3191-4B61-A48A-64E6A120B77D

HOLLY HILL
FLORIDA

AGREEMENT
Request to Reduce Lien.
642 Center Ave.
Holly Hill, FL 3217

WHEREAS, the property located at 642 Center Ave. Holly Hill, FL 32117, Parcel ID# 523706120010 (Property) has been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill (City).

WHEREAS, Susan Decker is the owner of record of the Property.

WHEREAS, Optimal Offers, LLC – Matthew Opferman and John Murdock is a Florida business who is under contract to purchase this property with intention of assigning the contract to Pinellas Equities – Mark Brouchard who will then assign the contract to 3 Guys Properties – Keck Enterprises, Jason Eckmann. All three involved will be signers to this Agreement.

WHEREAS, Two violations exist on the property. One was issued on October 16, 2020, Section 26-61(2)- accumulation of trash, liter, debris, garage, bottles, paper, cans, rags, etc. Some items had been removed but it was never brought into compliance. A repeat violation was issued on May 12, 2022 Section 26-61(2) the same violation considered to be a repeat violation. The second violation Section 82-131 was for not obtaining a development permit.

WHEREAS, the City is willing to allow Buyer(s) a reasonable period of time to refurbish the Property, not to exceed 60 days from the date of closing, to remedy all recorded code enforcement violations into compliance. Closing must be completed with 30days of this city commission meeting no later than March 15, 2023.

WHEREAS, The city manager has negotiated a lien reduction with the buyer(s) in the amount of **$2,495.87**

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) The City will receive payment no later than March 17, 2023 which may come from the closing through the title company, in an amount of **$2,495.87** or paid directly from buyer(s) as payment for the recorded lien for the violations. Case # 22-1530.

2) The City hereby agrees to release all liens under the new ownership of Buyer to an amount not to exceed **$2,495.87** and file a release of lien after the property is brought into compliance no later than 60 days following the closing.

3) Buyer hereby agrees to:

Attachment: 642 Center Ave. Lien Reduction Agreement (1).docx signed-2 (4033 : Request for Lien Reduction - 642 Center Avenue)

HOLLY HILL
FLORIDA

a) Acquire the Property within 30 days of the date of the February 14, 2023 City Commission meeting.

b) Within 60 days of becoming the owner of the Property, the Buyer shall remedy all existing code violations bringing the property into compliance.

4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to collect the remaining balance of the lien in the amount of $18,000.00 plus administrative expenses or pursue foreclosure.

5) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill **Buyer** **Date**

By:_____

Title:_____

Date:_____

DocuSigned by: 2/2/2023 | 5:21 PM PS
Optimum Offers, LCC Matthew Opferman

2/2/23
Pinellas Equities, Mark Brouchard

DocuSigned by:
Jason Eckmann 2/2/2023
3 Guys Properties/Keck Enterprises, Jason Eckmann

Attachment: 642 Center Ave. Lien Reduction Agreement (1).docx signed-2 (4033 : Request for Lien Reduction - 642 Center Avenue)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **February 14, 2023**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 1027 Daytona Avenue**
NUMBER: **(ID # 4042)**
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The City has received a request for a Reduction of Lien for "code enforcement liens" that have been placed on the real property located at 1027 Daytona Avenue, Holly Hill, FL 32117. The property is currently owned by Milan Mitic.

There were two Special Master hearings dealing with this property leading into this lien. The first hearing was on December 17, 2020. The violations noted included. Section 26-61(2) Accumulations of trash and debris, etc., and IPMC 302.8 Motor Vehicles.

The second Special Master took place on July 21, 2022, which included violations of 26-61 and IMPC 302.4 Weeds and exterior maintenance, 302.8 Motor vehicles, Section 14-3 Damage to structures, Section 82-131 Development permit requirements, IPMC 304.1 Exterior structure.

The Special Masters Conclusion of Law indicated that the violations have not been corrected and if not correct by a specified date would incur a fine on the property of $50.00 per day per violation.

The order of lien has applied a Special Master fee of $750.00 plus $50.00 per day per violation against the property. As of the request for a lien reduction, the amount of the lien was $43,750.00 plus administrative costs.

The property is currently in compliance and eligible for a lien reduction.

I negotiated with the property owner for an agreed upon settlement of **$3,234.47**.

Direct expenses to the City include:

Finance Dept.	$15.00 + 35% x1	=$ 20.25
Code Enforcement	$20.48 +35% x 6	=$ 165.88
Code Administrator	$52.48 + 35% x 1	=$70.84

Total Admin Cost		**= $256.97**
Original Special Master Fines	$750.00 X1	= $750.00
Filing Fee		$20.00
Release of lien fee		$20.00
TOTAL fees		$1046.97
Plus **5%** of original lien		$2,187.50
Total lien payoff		**$3,234.47**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$3,234.47.**

STAFF RECOMMENDATION:

Reduce the lien from $43,750.00 to the amount of **$3,234.47**. The City shall not release the $43,750.00 lien amount until payment has been received in the amount of **$3,234.47**. If payment is not received by 5:00 PM on March 17, 2023 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **$3,234.47** payable no later than 5:00 PM on March 17, 2023. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1027 Daytona Ave Code File (PDF)

CITY OF HOLLY HILL

CASE # 20-3986 & 22-1737

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Milan Mitic

Property Address: 1027 Daytona Ave Holly Hill, FL

Phone number(s) where you can be reached during the day: Susanna Kessel

_____ cell 224-430-2740

Is the property now in compliance? X YES ___NO

(If No, explain in detail)_____

Are you claiming financial hardship? X YES ___NO

Are you claiming medical hardship? X YES ___NO

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name:_____

Relationship:_____

I, Milan Mitic, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

In November of 2020 Daytona Beach Police pursued A Criminal on a high speed chase. The Criminal went through my backyard and crashed into my enclosed back porch which destroyed the porch itself and a lot of my possessi
I had to empty everything outside to fix things. I ended up contracting Covid which made me very ill for a long time. I started having problems w/ my prostate & went back to Chicago for surgery. I was planning on coming back to Fl
Right away but had major complications. A month later I had a heart attack. I
in the Hospital for a while because I had a stent placed. My son came from Oklah
to help clean up the house & get it under code. Now I have a horrible hernia &
am trying to get surgery. I am 86 yrs old & live month to month on Socia / Securi
& CANNOT Afford to pay these fines. Once I get the hernia fixed I will come back &
keep house to code.

Date: 1/11/23

Signed: Milan Mitic

Print Name: Milan Mitic

* I also had to wait
1.5 months for investigators
To view DAMAGE on property
& TAKE photos

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

LIEN REDUCTION REQUEST PACKET

Date: 1/20/2022

From: Peg Collier

To: Randy Ast

ADDRESS: 1027 Daytona Ave.

CASE #: 20-3986 & 22-1737

Has the property been sold since the City's lien was filed? YES____ NO✓

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? 22-1737 - 12/19/22 } see attached printouts
20-3986 9/16/22

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendins/final judgement been filed? YES____ NO✓

If a lis pendins/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 22-1737 - filed 12/12/22
20-3986 - filed 7/30/21

Who owned the property at the time our lien was filed?
Mitic & Livbica Mitic

What supporting documentation is attached?
Records from Volusia Co. Prop. Appraiser

Who owns the property now? Mitic & Livbica Mitic

What supporting documentation is attached? Records from Volusia Co. Prop. Appraiser

NOTES: The Mitic's have owned the property from 1994 to present date.

CE Officer completing this form

1/20/23
Date

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

MEMORANDUM

DATE: JANUARY 24, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 20-3986 & 22-1737
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The liens total **$43,750.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

(3) A request for a waiver of reduction in lien shall not be granted if the Board of City Commissioners has previously reduced the amount of the lien. This

☐ FAILS
☒ DOES NOT FAIL

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Lien Reduction Request Information Sheet Case # 20-3986 Lien # 1

Property Address: 1027 Daytona Avenue Date Prepared: 1/24/2023

Owner of Property: Mitic, Milan

Date of Notice of Violation: 10/8/2020

Violations:

1. 26-61 (2) Trash + Debris Date of Compliance 9/16/22 Exhibit A
2. _____ Date of Compliance _____ Exhibit _____
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 12/17/20 Daily Fines Start Date: 1/16/21

Daily Fines of $ 50.00 for 608 days equals 30,400.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)

30,400.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

3 Code Enforcement Cost (Amount of Staff Hours: + Brian 1 + Joe 1

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Prepared 1/24/23, 8:33:04 — Case Master Inquiry - (CEN200I001) — Page
Program HTDFTAL — Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA — Case 20-00003986

Property Information
Address: 1027 DAYTONA AVE
HOLLY HILL, FL 321172831
Location ID: 5192
PARCEL NUMBER: 4 2 35 05 01 0185
Short Parcel ID:
Zoning: R-2 R2 SFR - LOW-MED DENSITY
Subdivision:

Property Address Map
1027 DAYTONA AVE HOLLY HILL,FL 321172831 .00 .00 X 423505010185 5192

Case General Information
Case status: LN LIEN OPEN/CASE CLOSED
Status date: 9/16/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 9/14/2020
Origination: CC CITIZEN COMPLIANT
Default inspector: RSA RANDY AST
Credit balance: .00

Owner Information
Owner name: MITIC, MILAN & LIUBICA
Address: 3472 N ELSTON AVENUE
City: CHICAGO, IL 60618
Phone: 0
Notice:
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
26-61 (2) SANITARY (TRASH)	CM		1	9/14/2020	9/30/2020
26-61 (1) SANITARY (GRASS)	CM		1	9/14/2020	9/30/2020
26-61 (3) SANITARY (VERMIN)	CM		1	9/14/2020	9/30/2020
MOTOR VEHICLES/PAINTING	CM		1	9/14/2020	9/30/2020

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date

No scheduled inspections exist

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
40	SPEC MAG ADM FEE	250.00	250.00	.00	7/01/2021		.00	250.00	

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Prepared 1/24/23, 8:33:04
Program HTDFTAL
User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
Screen detail for Program: CE CEN200I, Fees
Case 20-00003986

Page

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
	(Continued)								.00
50	SPEC MAG DAILY FINE	30400.00	30400.00	.00	1/16/2021	9/16/2022	50.00	30250.00	.00
		30650.00	30650.00	.00				30500.00	.00

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Lien Reduction Request Information Sheet Case # 22-1737 Lien # 2

Property Address: 1027 Daytona Avenue Date Prepared: 1/24/2023

Owner of Property: Mitic, Milan

Date of Notice of Violation: 6/8/22

Violations:

1. IPMC 302.8 Vehicles Date of Compliance 12/19/22 Exhibit B
2. 26-61(2) Trash Date of Compliance 12/19/22 Exhibit B
3. IPMC 304.1 Exterior Maint. Date of Compliance 12/19/22 Exhibit B
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 7/21/22 Daily Fines Start Date: 9/26/22

Daily Fines of $ 150.00 for 84 days equals 12,600.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

500.00 Special Master Administrative Fine(s) (Repeat)

12,600.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

3 Code Enforcement Cost (Amount of Staff Hours: + Brian 1) + Joe 1

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Prepared 1/20/23,11:25:54 Case Master Inquiry - (CEN200I001) Page
Program HTDFTAL Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA Case 22-00001737

Property Information
Address: 1027 DAYTONA AVE
HOLLY HILL, FL 321172831
Location ID: 5192
PARCEL NUMBER: 4 2 35 05 01 0185
Short Parcel ID:
Zoning: R-2 R2 SFR - LOW-MED DENSITY
Subdivision:

Property Address Map
1027 DAYTONA AVE HOLLY HILL,FL 321172831 .00 .00 X 423505010185 5192

Case General Information
Case status: LN LIEN OPEN/CASE CLOSED
Status date: 12/20/2022
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 6/08/2022
Origination: CC CITIZEN COMPLIANT
Default inspector: RSA RANDY AST
Credit balance: .00

Owner Information
Owner name: MITIC, MILAN & LIUBICA
Address: 3472 N ELSTON AVENUE
City: CHICAGO, IL 60618
Phone: 0
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
MOTOR VEHICLES/PAINTING	CM		1	6/08/2022	12/20/2022
26-61 (2) SANITARY (TRASH)	CM		1	6/08/2022	12/20/2022
EXTERIOR MAINTENANCE	CM		1	6/08/2022	12/20/2022

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
40	SPEC MAG ADM FEE	500.00	500.00	.00	11/23/2022		.00	.00
	.00							

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Prepared 1/20/23,11:25:54 Case Master Inquiry - (CEN200I001) Page
Program HTDFTAL Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA Case 22-00001737

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
	(Continued)								
50	SPEC MAG DAILY FINE	12600.00	12600.00	.00	9/26/2022	12/19/2022	150.00	.00	.00
		13100.00	13100.00	.00				.00	.00

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3130910 **Parcel ID: 423505010185**
MITIC MILAN **1027 DAYTONA AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3130910
Parcel ID:	423505010185
Township-Range-Section:	14 - 32 - 35
Subdivision-Block-Lot:	05 - 01 - 0185
Owner(s):	MITIC MILAN - TE - Tenancy in the Entirety - 100% MITIC LIUBICA - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	1966 W DEVON CHICAGO IL 60660
Physical Address:	1027 DAYTONA AVE, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2214
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

WILL ROBERTS
TAX COLLECTOR
Serving to make a difference

Vehicle Registration | Property Tax

Search > Account Summary > Bill Details

Real Estate Account #423505010185

Owner:
MITIC MILAN & LIUBICA

Situs:
1027 DAYTONA
HOLLY HILL

Parcel details
GIS
Property Appraiser

Get bills by email

1999 Annual Bill

VOLUSIA COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
1999 Annual Bill	3130910	—	203	$0.00	PAID Print (PDF)

If received by: Apr 28, 2000
Please pay: $0.00

Combined taxes and assessments: $1,425.84

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Apply for the 2023 installment payment plan

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
ENDANGERED & RECREATIONAL LAND	0.16900	$58,470.00	$0.00	$58,470.00	$9.88
ST JOHNS RIVER WATER MGMT	0.48200	$58,470.00	$0.00	$58,470.00	$28.18
FLORIDA INLAND NAVIGATION DIST	0.04400	$58,470.00	$0.00	$58,470.00	$2.57
HALIFAX HOSPITAL	2.15174	$58,470.00	$0.00	$58,470.00	$125.81
HOLLY HILL	5.09007	$58,470.00	$0.00	$58,470.00	$297.62
MOSQUITO CONTROL	0.23800	$58,470.00	$0.00	$58,470.00	$13.92
PONCE INLET/PORT AUTHORITY	0.09000	$58,470.00	$0.00	$58,470.00	$5.26
SCHOOL	8.74000	$58,470.00	$0.00	$58,470.00	$511.03
SCHOOL-I&S	1.17700	$58,470.00	$0.00	$58,470.00	$68.82
COUNTY	6.20400	$58,470.00	$0.00	$58,470.00	$362.75
Total Ad Valorem Taxes	**24.38581**				**$1,425.84**

Non-Ad Valorem Assessments

LEVYING AUTHORITY	RATE	AMOU
No Non-Ad Valorem Assessments		

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

WILL ROBERTS
TAX COLLECTOR
Serving to make a difference

Vehicle Registration | Property Tax

Search > Account Summary > Bill Details

Real Estate Account #423505010185

Owner:
MITIC MILAN & LIUBICA

Situs:
1027 DAYTONA AVE
HOLLY HILL 32117

Parcel details
GIS
Property Appraiser

Get bills by email

2022 Annual Bill

VOLUSIA COUNTY TAX COLLECTOR

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

BILL	ALTERNATE KEY	ESCROW CODE	MILLAGE CODE	AMOUNT DUE	
2022 Annual Bill	3130910	—	203	$0.00	PAID Print (PDF)

If paid by: Nov 30, 2022
Please pay: $0.00

Combined taxes and assessments: $2,371.06

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Apply for the 2023 installment payment plan

Ad Valorem Taxes

TAXING AUTHORITY	MILLAGE	ASSESSED	EXEMPTION	TAXABLE	TAX
VOLUSIA COUNTY GENERAL FUND	4.84990	$105,148.00	$0.00	$105,148.00	$509.96
VOLUSIA COUNTY LIBRARY	0.46350	$105,148.00	$0.00	$105,148.00	$48.74
VOLUSIA FOREVER	0.20000	$105,148.00	$0.00	$105,148.00	$21.03
VOLUSIA ECHO	0.20000	$105,148.00	$0.00	$105,148.00	$21.03
VOLUSIA COUNTY MOSQUITO CONTROL	0.17810	$105,148.00	$0.00	$105,148.00	$18.73
PONCE INLET PORT AUTHORITY	0.07600	$105,148.00	$0.00	$105,148.00	$7.99
SCHOOL	5.48200	$159,757.00	$0.00	$159,757.00	$875.79
HOLLY HILL	6.25000	$105,148.00	$0.00	$105,148.00	$657.18
ST JOHNS WATER MANAGEMENT DIST	0.19740	$105,148.00	$0.00	$105,148.00	$20.76
FLORIDA INLAND NAVIGATION DIST	0.03200	$105,148.00	$0.00	$105,148.00	$3.36
HALIFAX HOSPITAL AUTHORITY	0.86060	$105,148.00	$0.00	$105,148.00	$90.49
Total Ad Valorem Taxes	**18.78950**				**$2,275.06**

Non-Ad Valorem Assessments

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Peggy Collier**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	4235-05-01-0185

20-3986

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

Respondent ordered to pay fines, fees and cost as follows:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on December 17, 2020, which remains unpaid.

Daily fine of $50.00 commencing on January 16, 2021 for the one cited violation which has not been corrected.
Daily fine of $50.00 commencing on January 16, 2021 for one cited violation that became compliant on July 1, 2021.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
W 124 FT OF S 105 FT OF N 405 FT OF LOT 18 BLK 1 FLEMINGS HO

1027 Daytona Ave., Holly Hill FL 32117

owned Mitic Milan & Liubica. Fine of Fifty Dollars ($50.00) per day; commencing on January 16, 2021 until property comes into compliance, Fine of Fifty Dollars per day commencing on January 16, 2021 through July 1, 2021 when violation became compliant, along with a hearing fine of Two Hundred Fifty Dollars ($250.00), which remains unpaid as of July 21, 2021..

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 26 day of July 2021.

Peggy C Collier
Comm.#GG971072
Expires: March 18, 2024
Bonded Thru Aaron Notary

Peggy C Collier
Notary Public

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Peggy Collier**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 423505010185	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is the lienor herein.

City of Holly Hill

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

Respondent ordered to pay fines, fees and cost as follows:
Special Magistrate Administrative Hearing Fine of $500.00 ordered on July 27, 2022, which remains unpaid. Case # 22-1737

Daily fine of $50 per day, per violation commencing on September 26, 2022 for three (3) violations which have not been corrected.

on the following described real property in Volusia County, Florida: W 124 FT OF S 105 FT OF N 405 FT OF LOT 18 BLK 1 FLEMINGS HOLLY HILL DB C PG 699 MB 2 PG 90 PER OR 2884 PG 0878.

1027 Daytona Ave., Holly Hill FL 32117.

owned by Milan and Liubica Mitic. Fine, fees and cost of Fifty Dollars ($50) per day, per violation (3 violations) commencing on September 26, 2022, along with a Special Master hearing fine of Five Hundred Dollars ($500.00), which remains unpaid as of November 23, 2022.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Director

State of Florida, County of Volusia: I hereby certify that on 7th day of December, 2022, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.

Sworn to and subscribed before me this 7th day of December 2022.

Peggy C Collier
Comm. #GG971072
Expires: March 18, 2024
Bonded Thru Aaron Notary

Peggy C Collier

Notary Public

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

HOLLY HILL
FLORIDA

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Community Services
386-248-9435
Fax 386-248-9448

Economic Development
386-248-9444
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9497

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9459
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Utility Billing
386-248-9432
Fax 386-248-9458

Mayor & City Commission
386-248-9441
Fax 386-248-9448

December 7, 2022

Clerk of Circuit Court – Volusia County
Records Management Center
P.O. Box 6043
DeLand, FL 32721-6043

RE: Parcel ID #423505010185
1027 Daytona Avenue, Holly Hill, FL 32117

To whom it may concern:

Enclosed please find a Release of Lien for recording with the Volusia Clerk of Court. Once recorded please forward a time stamped copy and the receipt for recording to:

City of Holly Hill
Attn.: Peg Collier, CE Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117-2807

Respectfully,

Peg Collier
Code Enforcement Clerk
386-248-9433

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property; IPMC 302.8 - Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth; Section 14-3 - Damaged structures. Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, oriented strand board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building. This section applies to uninhabited or vacant and inhabited or occupied structures; Section 82-131 – Development Permit. Required. No development activity may be undertaken without prior authorization by a development permit; and IPMC 304.1 – Exterior Structure. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare. The violation Section 26-61(2), IPMC 302.4, and IPMC 302.8 are repeat violations; therefore, the administrative fine shall be enhanced accordingly.

At the hearing, the Code Enforcement Officer Ast provided evidence through testimony and photographs that some of the listed violations are repeat violations from the 17th of December, 2020 (Case Number 20-3986). Officer Ast provided evidence that there is an inoperable and unregistered Jeep and a Mercedes with flat tires on the property, lots of trash and debris on the property, fencing that was not erected with a permit, large unsecured canopy (roof) on the property with trash and debris under it, boarded up structure in the rear of the property that was damaged by a vehicle accident, deteriorating shed like structure on the property, open containers in the rear yard accumulating water and attracting mosquitos and vermin, high grass and weeds exceeding 12 inches tall, and the side of the house has a trailer with trash and junk on it.

The Owner's son, Basa Mitic was present at the hearing and testified that he is in the process of clearing the trash, debris, open containers, and resolving the other violations. He also provided proof of registration for the vehicles on the property, but still needs to repair all the tires and show operability of the vehicles or remove them from the property. Basa Mitic is requesting sixty days to correct the fencing and to build the carport using the canopy structure. He stated that he would correct the remaining violations within thirty days.

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

CONCLUSIONS OF LAW

That the Owners and Respondents of the property located at 1027 Daytona Avenue, Holly Hill, FL 32117 are in violation of Section 26-61 The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; (10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground; (11) The storage or accumulation of junk in any area zoned for residential use; and (14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused; IPMC 302.4 - Weeds. Premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property; IPMC 302.8 - Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth; Section 14-3 - Damaged structures. Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, oriented strand board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building. This section applies to uninhabited or vacant and inhabited or occupied structures; Section 82-131 – Development Permit. Required. No development activity may be undertaken without prior authorization by a development permit; and IPMC 304.1 – Exterior Structure. General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondents shall pay an administrative fine of five hundred dollars ($500.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondents' real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

The Respondents must bring the violations of Section 82-131 regarding the fence that was erected without a permit, and Section 26-61(2) for the removal or construction of the carport using the canopy (roof) structure within sixty (60) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondents shall be required to pay a fine of fifty dollars ($50.00) a day, PER VIOLATION until the property comes into compliance.

The Respondents must bring all remaining violations listed above into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondents shall be required to pay a fine of fifty dollars ($50.00) a day, PER VIOLATION until the property comes into compliance.

DONE AND ORDERED this 27th day of July 2022, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest:
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 28th day of July, 2022 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Milan & Liubica Mitic
1027 Daytona Avenue
Holly Hill, FL 32117

Milan & Liubica Mitic
3472 N. Elston Avenue
Chicago, IL 60618

Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

	$250.00 SM Fine	12/17/20
	30-Days $50.00/day per violation	12/17/20
008 - NOTES		
Request status		
		1/16/2(
Results status INSPECTION COMPLETED		
	Pat Cash 679-8007 Called to complain about the trash and	1/16/2021
	debris @ 1027 Daytona. Property has already gone to SM.	1/16/2021
	Daily fines start on 1/20/2021	1/16/2021
009 - SIXTH INSPECTION		
equest status		
		1/16/2021
Results status INSPECTION COMPLETED		
	Trash and debris remain (Looks much better). Vehicle has	7/01/2021
	been registered. SM Fine has not been paid.	7/01/2021

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Milan Mitic, Owner
Liubica Mitic, Owner

Respondent(s).

Parcel No. 4235-05-01-0185
Case No. 20-3986

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 17th of December, 2020, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Milan Mitic and Liubica Mitic, the Owner(s) and Respondent(s) of the property located at 1027 Daytona Avenue, Holly Hill, Florida 32117 were issued a Violation Notice on the 14th of September, 2020, and a Notice to Appear on the 30th of November, 2020, for the violation of Section 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and International Property Maintenance Code (hereinafter referred to as IPMC) 302.8 – Motor vehicles. Except as provided for in other regulations, no operative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

At the hearing, the Code Enforcement Officer testified that there is trash and debris throughout the property and there is a Jeep on the property with no license plate. The Owner appeared and testified that he is working on having his son come down to help get the property into compliance.

CONCLUSIONS OF LAW

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

That Owner(s) and Respondent(s) of the property located at 1027 Daytona Avenue, Holly Hill, FL 32117 are in violation of Holly Hill Zoning and Ordinances: Section 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; and IPMC 302.8 – Motor vehicles. Except as provided for in other regulations, no operative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the violation of Section 26-61(2) - Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

If the violation of IPMC 302.8 – Motor vehicles. Except as provided for in other regulations, no operative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars ($50.00) a day, for each and every day the violation continues to exist.

DONE AND ORDERED this 21st day of December 2020, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest:
Code Enforcement Official

1/21 to 1/1/21
1 days
x 50
$8,350

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 23rd day of December, 2020 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Milan & Liubica Mitic
1027 Daytona Avenue
Holly Hill, FL 32117

Milan & Liubica Mitic
3472 N. Elston Avenue
Chicago, IL 60618-5625

Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1027 Daytona Ave Code File (4042 : Request for Lien Reduction - 1027 Daytona Avenue)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE:	**February 14, 2023**
FROM:	**Brian Walker**
SUBJECT:	**SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinance to Provide the City with a Process to Abate Nuisances Listed in Section 26-61 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances; Providing for Notice to the Property Owner; Providing for Collection of Costs Incurred; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER:	**2023-O-3059**
APPLICANT:	**Brian Walker**
PLANNER:	

TITLE

Consider adoption of an Ordinance of the City of Holly Hill, Florida, amending the Holly Hill Code of Ordinances by amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances, to provide the City with a process to abate nuisances listed in Section 26-61 (special items declared a nuisance.)

BACKGROUND

Code Enforcement is an important focus of the City of Holly Hill. Holly Hill Code Enforcement officers enforce a broad range of land use-related ordinances to ensure that a healthy and safe environment is maintained for the residents, businesses, and visitors of Holly Hill.

The process through which Code Officers do their job is outlined in the City's Code of Ordinances - particularly Chapter 2, Division 3, titled Code Enforcement, and Chapter 3, titled Enforcement. These chapters discuss definitions, the enforcement procedure, issuance of citations, and abatement, along with other topics related to the code enforcement process.

Chapter 26, Section 26-61 of the Code, titled Special items declared a nuisance, provides a list of items that are declared to be and constitute a nuisance. These include items such as the accumulation of trash and debris, storage of junk, improperly maintained septic tanks, as well as other types of nuisances.

In general, unresolved violations of code, such as the accumulation of trash and debris on private property, can lead to the issuance of daily fines and ultimately the placing of liens on the property. However, with few exceptions, the City does not specifically have the authority to abate (which is to "put an end to") a nuisance, by entering onto private property and removing (for example), trash and debris, or abate other types of nuisances. In general, once a lien is

placed on a property for an unresolved violation of code, the City must wait for the property owner to abate (put an end to) the nuisance. This can become a severe problem in the case for instance, of a hoarder who refuses to remove large amounts of trash and debris from their property, and who in fact continues to accumulate such trash and debris.

The purpose of the proposed Ordinance is to expand the ability of the City to abate nuisances listed in Chapter 26, Section 26-61, including by entering onto private property, only after following the process outlined in the Ordinance, and receiving authorization from the City Commission. The proposed Ordinance also provides a process for notice, and authorizes the City to file a lien for costs incurred and pursue collection of costs as an assessment.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its regular meeting on January 9, 2023 the Board of Planning and Appeals voted 4 to 1 in favor of recommending the proposed Ordinance.

STAFF RECOMMENDATION

Adopt an Ordinance of the City of Holly Hill, Florida, amending Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances to provide the City with a process to abate nuisances listed in Section 26-61 (special items declared a nuisance) of the Holly Hill Code of Ordinances; providing for notice to the property owner; providing for collection of costs incurred; providing for conflicting ordinances; providing for severability; and providing an effective date.

ATTACHMENTS:

- Chapter 3. ENFORCEMENT (PDF)
- Division 3. CODE ENFORCEMENT (PDF)
- Sec. 26-61. Special Items Declared a Nuisance (PDF)

HISTORY:

01/24/23 City Commission APPROVED AT 1ST READING
Next: 02/14/23

Mayor Via opened public participation. No one spoke.

Ordinance No. 2023-3059

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 3 (ENFORCEMENT) OF THE HOLLY HILL CODE OF ORDINANCE TO PROVIDE THE CITY WITH A PROCESS TO ABATE NUISANCES LISTED IN SECTION 26-61 (SPECIAL ITEMS DECLARED A NUISANCE) OF THE HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR NOTICE TO THE PROPERTY OWNER; PROVIDING FOR COLLECTION OF COSTS INCURRED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 3 (ENFORCEMENT) OF THE HOLLY HILL CODE OF ORDINANCE TO PROVIDE THE CITY WITH A PROCESS TO ABATE NUISANCES LISTED IN SECTION 26-61 (SPECIAL ITEMS DECLARED A NUISANCE) OF THE HOLLY HILL CODE OF ORDINANCES; PROVIDING FOR NOTICE TO THE PROPERTY OWNER; PROVIDING FOR COLLECTION OF COSTS INCURRED; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26-21 (Special Items Declared a Nuisance) of the Holly Hill Code of Ordinances declares certain conditions and activities to be nuisances; and

WHEREAS, Chapter 3 (Enforcement) of the Holly Hill Code of Ordinances provides a process for the city to abate certain nuisances but not all nuisances identified in Section 26-61 of the Holly Hill Code of Ordinances; and

WHEREAS, the City Commission believes that expanding the process under Section 3 (Enforcement) to include all the conditions and activities listed in Section 26-61 (Special Items Declared a Nuisance) will be a useful tool for the City in remedying properties with nuisance conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1.

Sec. 3-1. General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this ~~c~~ Chapter and Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement).

(b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to Chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall pursue code enforcement pursuant to Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement), unless an emergency condition justifies other lawful response. The city official can request the special magistrate authorize the City to enter the property for purposes of yard maintenance such as mowing, trimming, debris removal, etc. All other nuisance conditions shall be abated as set forth below. ~~shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request is submitted in writing to the~~

~~city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.~~

(2) If the property owner fails to correct the violation(s) pursuant to the Order issued pursuant to Chapter 2 (Administration), Article III (Board, Committee, Commissions), Division 3 (Code Enforcement) and the nuisance condition still exists, the city official may pursue abatement pursuant to Section 3-2 below.

~~If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.~~

~~(3) After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in liening the property.~~

~~(4) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such~~

~~property.~~

~~(5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.~~

(~~6~~3) The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

Sec. 3-2. Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by removing or correcting the condition(s) constituting a nuisance, such as demolishing the structure or other property constituting such nuisance, removing junk, garbage and debris, and any other condition constituting a nuisance under Section 26-61 pursuant to the following procedure:

(a) The city official shall provide a written notice to the property owner and tenant setting forth the following:

(1) The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;

(2) The corrective action to be taken;

(3) A reasonable time for the corrective action to be performed; and

(4) That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property and correcting any other conditions constituting a nuisance.

(b) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).

(c) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure or the removal of any conditions that constitutes a nuisance under Section 26-61. If the city commission determines a nuisance exists, the city commission shall determine a reasonable time for the property owner to eliminate the nuisance(s) and if not eliminated without the allowed time, authorize the city to enter the subject property and abate the nuisance(s). The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(d) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

Sec. 3-3. Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

(a) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(b) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(c) By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(d) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(e) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4), above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such

notice.

Sec. 3-4. Lien for Cost and Collection.

All costs incurred by the city in abating the nuisance (including cost of remedying the code violation(s) or public nuisance(s), all administrative, legal, posts and publication expenses, as well as other direct or indirect costs associated therewith) may be recorded as a lien on the subject property and to the extent permitted, may be collected as an assessment pursuant to Chapter 30 (Finance), Article IV (Special Assessment). In addition to the above, the city may collect the costs incurred by any other legal means.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on the 14th day of FEBRUARY, 2023 for second and final reading.

Chris Via, Mayor 2/14/2023

Valerie Manning, City Clerk,CMC 2/14/2023

Chapter 3 ENFORCEMENT

Sec. 3-1. General provision.

(a) Except when specifically provided otherwise in this Code, violations of this Code shall be enforced as provided pursuant to this chapter.

(b) The city shall have the authority to remove from private property vehicles and other equipment parked or stored in violation of the city regulations, including but not limited to chapter 114, divisions 6 and 7, and shall have the authority, in addition to any procedure established under state law, to abate nuisances described in section 26-61 pursuant to the following procedure:

(1) Whenever a code enforcement officer, building official, police chief or any member of their respective departments (hereinafter referred to collectively as city official) determines that there is a violation of a regulation of the city, such city official shall issue a notice of violation setting forth the provision(s) of the Code that is/are violated, the corrective action that is required, the time allowed for corrective action which shall be reasonable and that the party has the right to a hearing regarding the violation as long as a request is submitted in writing to the city within the time allowed for corrective action. The notice shall also provide that failure to correct the violation(s) could result in the city taking the necessary action to correct the violation(s) and charging the property owner for such action plus the levying of fines.

(2) If after the reasonable time for corrective action has elapsed and the violation is still in existence and the property owner has not requested a hearing, the city official is hereby authorized to take the necessary actions, within the legal constraints of the law, to correct the violation.

(3) After the corrective action has been performed by the city or its authorized agent(s), the city official shall immediately notify the property owner of the action that was taken and if property was removed from the premises, that the property owner has the right to reclaim the property by paying all fees and costs incurred by the city and the wrecker company in the removal and impoundment of the property and all fines that have been assessed. The notice shall include the name and address of the wrecker company where the property is being stored. If the city has corrected the Code violation(s), such as mowing the property, the property shall be liened for the services rendered, plus all costs incurred in liening the property.

(4) Once property is towed at the direction of the city, the property shall become the responsibility of the wrecker company. If the property is not reclaimed by the property owner, such property shall be disposed of by the wrecker company as provided by law and the city shall not be responsible for such property nor the ultimate disposition of such property.

(5) If a hearing is requested under this section, the hearing shall be held before the city commission, and the matter shall be placed on the commission's agenda at the next regularly held commission meeting following receipt of the written request for the hearing. The property owner shall be provided written notice of the date, time and place of the hearing. If the city commission determines that a violation exists, the commission has the discretion to allow the property owner additional time for corrective action and shall authorize necessary corrective action.

(6) The term "property owner" as used in this section for purpose of issuance of a notice of violation as provided in subsection (1) shall mean the owner for owner-occupied structures and vacant land and tenant for rental properties. The intent is to provide the notice to the individual in possession and

Attachment: Chapter 3. ENFORCEMENT (2023-O-3059 : Code Enforcement - Amendment of Chapter 3 Enforcement)

control of the subject premises. If property is removed from the subject premises, i.e., the towing of a vehicle, the notice required in subsection (3), above, shall be given to the same party receiving the notice of violation in subsection (1), above, and to the owner of the property removed.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-2. Abatement of nuisance by demolition.

The city shall have the right to abate a nuisance by demolishing the structure or other property constituting such nuisance pursuant to the following procedure:

(1) The city official shall provide a written notice to the property owner and tenant setting forth the following:

a. The violation(s) that exist on the premises and a cite to the Code section(s) that are in violation;

b. The corrective action to be taken;

c. A reasonable time for the corrective action to be performed; and

d. That if the corrective action is not taken within the time allowed, the city commission will hold a public hearing to determine whether a public nuisance exists and if so, the appropriate remedy to abate the nuisance, including the demolition of the structure or property.

(2) The city shall also perform a title search on the subject property to determine all lien holder(s) and shall provide the notice in subsection (1), above, to such lien holder(s).

(3) If the corrective action is not performed within the time allowed, and any extensions thereto, the city official is authorized to request a public hearing before the city commission for a determination as to whether or not a public nuisance exists on the subject property and if so, the remedy that the city official deems appropriate, including the demolition of the structure. The property owner(s), tenant(s) and all lien holders shall receive a copy of the notice of public hearing. At such public hearing, the city commission shall hear testimony and receive other forms of evidence from all interested parties and shall make its determination based on the evidence presented.

(Ord. No. 2452, § 1, 2-25-97)

Sec. 3-3. Notice requirements.

All notices required by this chapter shall be provided to the required party in one of the following methods:

(1) By certified mail, return receipt requested, to the last known address of the alleged violator pursuant to the tax rolls;

(2) By hand delivery by the code inspector, by a city police officer or other person designated by the city;

(3) By publishing the notice once a week for four consecutive weeks in a paper of general circulation in the county, with the proof of publication made in compliance with F.S. §§ 50.041 and 50.051, as amended;

(4) By posting for at least ten days in two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at City Hall, along with a proof of posting by affidavit which shall include a copy of the notice posted and the date and place of posting;

(5) Evidence that an attempt has been made to hand deliver or mail the notice as provided in subsections (1) and (2), above, together with proof of publication or posting as provided in subsections (3) and (4),

Attachment: Chapter 3. ENFORCEMENT (2023-O-3059 : Code Enforcement - Amendment of Chapter 3 Enforcement)

above, shall be sufficient to establish that the notice requirements have been met, without regard to whether or not the party actually received such notice.

(Ord. No. 2452, § 1, 2-25-97)

Attachment: Chapter 3. ENFORCEMENT (2023-O-3059 : Code Enforcement - Amendment of Chapter 3 Enforcement)

DIVISION 3. CODE ENFORCEMENT[1]

Sec. 2-116. Definitions.

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

City means City of Holly Hill, Florida.

City attorney means the city attorney or any assistant city attorney of the city.

Code means the Code of Ordinances, the Land Development Code, and all other ordinances of the City of Holly Hill.

Code enforcement officer shall mean the city manager, assistant city manager, chief building official, code enforcement supervisor, code enforcement officer, fire safety inspector, director of public works, and any other person designated in writing by the city manager.

Law enforcement officer shall mean any person who is elected, appointed, or employed full-time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of penal, criminal, traffic, or highway laws of the state.

Person means any natural person, corporation, partnership, or other entity.

Repeat violation means a violation of a provision of a code or ordinance by a person who has previously been found to have violated the same provision within five years prior to the violation.

(Ord. No. 2626, § 2, 2-12-02)

[1]Editor's note(s)—Ord. No. 2626, § 1, adopted Feb. 12, 2002, repealed the former div. 3, §§ 2-116—2-124, which pertained to the code enforcement board and derived from Code 1984, §§ 2-421—2-429. Section 2 of said ordinance enacted a new div. 3 as set out herein.

Cross reference(s)—Alcoholic beverages, ch. 6; animals, ch. 10; buildings and building regulations, ch. 14; alarm systems, § 22-26 et seq.; noise regulations, § 26-26 et seq.; sanitary nuisances, § 26-61 et seq.; fire prevention and protection, ch. 34; solid waste, ch. 54; street regulations, § 58-31 et seq.; sidewalk regulations, § 58-61 et seq.; parking and obstructions in and maintenance of rights-of-way, § 58-96 et seq.; local business tax receipts, § 62-26 et seq.; enforcement of payment for local business tax receipt taxes, § 62-40; utilities, ch. 70; taxicab regulations, § 74-26 et seq.; wrecker regulations, § 74-106 et seq.; development standards, ch. 90; flood regulations, ch. 94; landscaping and buffering requirements, ch. 98; resource protection, ch. 106; sign regulations, ch. 110; zoning regulations, ch. 114.

Attachment: Division 3. CODE ENFORCEMENT (2023-O-3059 : Code Enforcement - Amendment of Chapter 3 Enforcement)

Sec. 2-117. Declaration of legislative intent.

(a) It is the intent of this article to promote, protect, and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various codes of the city.

(b) Further, the provisions of this article are intended to provide an additional and supplemental means of enforcing the various codes of the city, and nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means, specifically including F.S. ch. 162, pts. I and II.

(Ord. No. 2626, § 2, 2-12-02)

Sec. 2-118. Special masters.

(a) The city hereby establishes a special master/citation code enforcement system for the enforcement of its various codes. In order to avoid any potential conflict of it is preferably for a special master not be a resident of the city, own real property in the city or own a business with a location in the city. this requirement can be waived by the city commission. Special masters shall be an active or retired lawyer. One or more special masters shall be appointed by the city commission based upon the joint recommendation of the city attorney and city manager. Special masters shall serve at the pleasure of the city commission and may be removed at anytime with or without cause by the city commission. Special masters shall serve on a volunteer basis and shall not be compensated for their services, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the city commission or as otherwise provided by law.

(b) A special master shall have the power to:

(1) Adopt rules for the conduct of hearings.

(2) Special masters shall have the authority to hold hearings and assess fines against violators of the various codes of the city.

(3) Subpoena alleged violators and witnesses to the hearings. Subpoenas may be served by any law enforcement officer of the city or as otherwise permitted by law.

(4) Subpoena evidence to the hearings.

(5) Take testimony under oath.

(6) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance with city codes or ordinances. However, any orders that require that city to expend money or directs city employees to perform work, i.e. demolition or repair of a structure, must be approved by the city manager or city commission.

(Ord. No. 2626, § 2, 2-12-02)

Sec. 2-119. Enforcement procedure.

(a) It shall be the duty of police and code enforcement officers to investigate complaints of violations of city codes and ordinances and to initiate enforcement proceedings relative hereto. Special masters shall not have any independent authority to conduct their own investigation of such complaints or to initiate enforcement proceedings.

(b) A police officer or a code enforcement officer is authorized to issue a civil citation to a person when, based upon personal investigation, the police officer or code enforcement officer has reasonable cause to believe

Attachment: Division 3. CODE ENFORCEMENT (2023-O-3059 : Code Enforcement - Amendment of Chapter 3 Enforcement)

that the person has committed a civil infraction, or allowed a civil infraction to be committed or occurring on property owned by them, in violation of a duly enacted code or ordinance of the City of Holly Hill, Florida.

(c) Prior to issuing a citation a police officer or code enforcement officer shall (i) provide notice to the persons or property owner that a violation of a code or ordinance has been committed or is occurring, and (ii) establish a reasonable time period within which the person or property owner must correct the violation. If, upon personal investigation, a police officer or code enforcement officer finds that the person or property owner has not corrected the violation within the given time period, a police officer or code enforcement officer may issue a civil citation to the person or property owner who has committed the violation or is allowing the violation to occur.

If a repeat violation is found or if a police officer or code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible, or that the violator is engaged in a violation of an itinerant or transient nature within the jurisdiction while moving from place to place, or occurs under a special event permit, a police officer or code enforcement officer does not have to provide the person or property owner with a reasonable time period to correct the violation or abate the nuisance and may immediately issue a civil citation.

However, a "fire safety inspector" as that term is defined in F.S. § 633.052, shall provide a violator a minimum time of 45 days to correct the violation, except for major structural changes, which may be corrected within an extended adequate period of time. A life safety code violation as per National Fire Prevention Codes may be ordered to comply in less than 45 days. In the event the violation continues to exist beyond the time specified for correction, a police officer or code enforcement officer shall issue a citation to the violator in accordance with the requirements of section 2-120.

(d) A civil citation issued by a police officer or code enforcement officer will either be personally served to the individual or mailed by first class. The refusal of a person to sign the citation shall not affect the validity of the citation. However, any person who willfully refuses to sign and accept a civil citation issued by any police officer or code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. §§ 775.082 or 775.083. The civil citation shall contain all elements listed in section 2-120.

(e) Upon receipt the citation, the person must either correct the violation(s) and pay the fine established in subsection (g) within 15 days from the issue date, or, within the specified time period, contest the violation or fine by filing a request for special master hearing. Any person that receives a citation may contest the citation by filing a written request for hearing and providing the written request to the City of Holly Hill Code Compliance Division within 15 calendar days from the citation issue date. Upon the filing of a request for a hearing, the City of Holly Hill will proceed with scheduling and holding a hearing before the city's designated special master. A failure to file a timely request for hearing will waive the right to a hearing before the special master.

(f) A violation of a code or ordinance enforced pursuant to this section is a civil infraction. The maximum civil penalty shall not exceed $500.00. If the person who has committed the civil infraction, or permitted one to exist on property owned by them, does not contest the citation, the civil penalty shall be less than the maximum ($500.00). This maximum civil penalty shall not be applicable to the fine established by the special magistrate.

(g) The city manager shall classify codes and ordinances and establish and periodically revise a schedule of fines to be assessed for violations and repeat violations of codes and ordinances. In setting and revising the schedule, the city manager shall classify violations by seriousness and magnitude and take into consideration the extent and nature of the violation, whether the violation is isolated and temporary or repetitive and continuous, the city's cost of investigating and correcting the violation, and other relevant factors.

(h) The provisions of this section are an additional and supplemental means of enforcing a code or ordinance. Nothing contained in this section shall prohibit the city or special master from enforcing a code or ordinance by any other means authorized by ordinance or statute.

(i) Cases in which a violator has been issued a citation, but who has failed to pay the fine and correct the code or ordinance violation for which the citation was originally issued, may be brought before the special master. The special master shall have the right to levy additional fines for each day the violation was in existence beginning with the date of the citation through the date the police officer or code enforcement officer confirms compliance. It is the responsibility of the violator to notify the city that the violation has been corrected. The violation will be deemed to have continued until the code enforcement officer has determined that the violation has been corrected.

(j) If repeat violation(s) are found, the police officer or code enforcement officer shall notify the violator and advise him or her of the nature of the repeat violation, but is not required to provide that person a reasonable period of time to correct the repeat violation. The police officer or code enforcement officer may, upon notifying the violator of a repeat violation, issue a civil citation to the violator in accordance with the provisions of section 2-120. The case may be presented to the special master even if the fine for the repeat violation has been paid and the repeat violation corrected prior to the hearing. The special master shall have the authority to levy a per day fine beginning the date that the violation was first observed by the police officer or code enforcement officer.

(k) If a police officer or code enforcement officer has reason to believe a violation presents a serious threat to the public health, safety and welfare or if the violation is irreparable or irreversible in nature, or if the violation is transient or itinerant in nature or exists during any special event period or under a special event permit issued by the city, a police officer or code enforcement officer shall make a reasonable effort to notify the violator of the same and may immediately issue a civil citation and/or schedule the matter before the special master.

(l) Each day that a violation exists shall constitute a separate violation for the purpose of assessing a fine by the special master.

(m) All fines imposed by civil citation or special master pursuant to this article shall be paid through the city's finance department and shall be paid by cash, check or other manner acceptable to the city, with coins only being accepted for any amounts which may require change to pay the exact amount.

(Ord. No. 2626, § 2, 2-12-02; Ord. No. 2930, § 1, 3-12-13)

Sec. 2-120. Content of citations.

(a) A citation issued by a code enforcement officer shall be in the form prescribed by the city and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation is issued.

(3) The date and time the violation was first observed.

(4) The facts constituting reasonable cause.

(5) The section of the code that has been violated and a description of the nature of the violation.

(6) The necessary corrective action and the date the corrective action shall be completed.

(7) The fine amount and the date to be paid.

(8) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(9) In the event the issue is referred to the special master, the maximum per day fine for each violation or repeat violation that may be levied by the special master if found in violation. That the special master has the authority to levy the per day fine starting on the date the citation was issued through the date

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the violation is corrected or from the day the violation was first observed by the code enforcement officer for repeat violations.

(10) The name, work phone number and work address of the police officer or code enforcement officer. That it is the responsibility of the person to contact the city for an inspection when the violation is corrected. The violation will be deemed to be [in] existence until the code enforcement officer determines that the violation has been corrected.

(11) The date, time and place the special master hearing will be conducted, if necessary.

(12) A conspicuous statement that if the person fails to pay the civil penalty or to appear at the special master hearing to contest the violation, the person shall be deemed an admission that the violation exists.

(b) After issuing a citation to an alleged violator, the code enforcement officer shall deposit the original citation in a file for the special master, and shall deposit one copy thereof with the city's finance director.

(c) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. §§ 775.082 or 775.083.

(Ord. No. 2626, § 2, 2-12-02; Ord. No. 2930, § 2, 3-12-13)

Sec. 2-121. Conduct of hearing.

(a) Special master hearings should be held once a month, but may be held more or less often as the demand necessitates. Minutes shall be kept of all special master hearings and all such hearings shall be open to the public. The city manager or his designee shall provide clerical and administrative personnel as may be reasonably required for the proper performance of his or her duties. At any hearing, a special master may continue any matter to a future hearing date.

(b) Each case before a special master shall be presented by a code enforcement officer, a member of the city's administrative staff, or the city attorney, any assistant city attorney, or any special counsel. The city attorney may present the case before the special master or serve as council to the special master, but cannot perform both functions on a single case. If the city prevails in prosecuting a case before a special master, it shall be entitled to recover all costs incurred in prosecuting the said case and such costs may be added to the fine and become part of any lien authorized under section 2-122.

(c) A special master shall proceed to hear the cases on the agenda for the respective hearing. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, however, fundamental due process shall be observed and shall govern all proceedings. Both the city and the alleged violator shall have the right to subpoena witnesses to testify at the hearing.

(d) A special master shall advise the alleged violator of the section of the code of which he or she is accused of violating and the nature of the violation. A special master shall first seek to determine whether or not the alleged violator admits the violation. If the alleged violator admits the violation, the special master shall hear such testimony and evidence as he or she deems necessary to determine the extent of the violation and appropriate fine amount. If the alleged violator denies the violation, the special master shall hear first from the city and any city witnesses and evidence, and the alleged violator shall have the right to cross-examine city witnesses. At the close of the presentation of the city's case against the alleged violator, the violator shall be permitted to present his evidence, testimony of other witnesses and his own testimony in his defense. The city shall have the right to cross-examine the alleged violator and his or her witnesses. The city shall have the burden of proving the violation by a preponderance of the evidence.

(e) At the conclusion of the hearing, the special master shall issue findings of fact, conclusions of law and order imposing fine based on the evidence of record, and shall issue an order affording the proper relief consistent

with the powers granted herein. If the special master finds the person in violation, the special master shall establish a per day fine amount that may begin accruing on the date the citation was issued and shall continue accruing until the violation is corrected. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. Upon compliance and payment of the fine, the city shall record an order acknowledging compliance of the code violation and satisfaction of the fine. A hearing is not required for the issuance of such an order acknowledging compliance.

(Ord. No. 2626, § 2, 2-12-02)

Sec. 2-122. Administrative fines and liens.

(a) *Amount of fine.* A special master may impose a fine up to the maximum amount described in this subparagraph as provided below:

(1) A fine imposed pursuant to this section shall not exceed $250.00 per day for the first violation and shall not exceed $500.00 per day for a repeat violation; and, in addition thereto, may include all costs of repairs pursuant to subsection (a) of this section. However, if a special master finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed $5,000.00 per violation.

(2) In determining the amount of the fine, if any, a special master shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation; and

c. Any previous violations committed by the violator.

(3) Each day a violation exists shall constitute a separate violation for the purpose of assessing such fine.

(b) *Reduction of fine.* If the violation has been brought into compliance, a special master may reduce any fine imposed pursuant to this article.

(c) *Lien for unpaid fine.* A certified copy of the findings of fact, conclusions of law and order imposing fine may be recorded in the public records of the county and shall thereafter constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A lien arising from a fine imposed pursuant to this section runs in favor of the city and the city manager may authorize the execution of a satisfaction and release of lien entered pursuant to this article. No lien created pursuant to the provisions of this section may be foreclosed on real property that is a homestead under Section 4, Article X of the Florida Constitution.

(Ord. No. 2626, § 2, 2-12-02)

Sec. 2-123. Notices.

(a) All notices required by this article shall be provided to the alleged violator by certified mail, return receipt requested to the address listed in the tax assessors office for tax notices, or by hand delivery by the sheriff or other law enforcement officer, or code enforcement officer, or by leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice. In the case of commercial property, the notice may be provided to the

manager or other person in charge. Further, in the event notice is provided by certified mail, return receipt requested, and acceptance of such notice is refused or is returned to the city, and additional notice is provided using the same address by regular U.S. mail delivery and said additional notice is not returned to the city, a rebuttable presumption shall arise that the violator has received notice of the violation.

(b) In addition to providing notice as set forth in subsection (a) notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50, for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.

(2) In lieu of publication as described in subsection (b)(1), such notice may be posted for at least ten days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be at city hall. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a). Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a), together with proof of publication or posting as provided in subsection (b), shall be sufficient to show that the notice requirements of this article have been met, without regard to whether or not the alleged violator actually received such notice.

(c) The provisions of this section shall not apply to the enforcement, pursuant to F.S. §§ 553.79 and 553.80, as amended from time to time, of the building codes adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued. For purposes of this section, "building codes" means only those codes adopted pursuant to F.S. § 553.73.

(Ord. No. 2626, § 2, 2-12-02)

Sec. 2-124. Appeals.

Except as otherwise provided herein, an aggrieved party, including the city, may appeal a final administrative order of a special master by certiorari to the circuit court of the county. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30 days of the execution of the order to be appealed. The foregoing notwithstanding, appeals from dangerous dog determinations by the special master shall be governed by section 5-80 of this Code.

(Ord. No. 2626, § 2, 2-12-02)

Sec. 2-125. Duration of lien.

No lien provided by this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien, the city is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the foreclosure. The city shall be entitled to collect all costs incurred in recording and satisfying a valid lien.

(Ord. No. 2626, § 2, 2-12-02)

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Sec. 2-126. Nuisance abatement.

The city hereby authorizes and delegates to the special master the right to enforce all of the city's rights, duties and obligations as set forth in F.S. § 893.138, as amended. The city hereby adopts and incorporates all of F.S. § 893.138, as amended, as if specifically set forth herein.

(Ord. No. 2724, § 1, 5-10-05)

Sec. 2-127. Fines.

The special master shall have the authority to levy fines in the same manner as set forth in section 2-122 above. In addition to the fines set forth above, the special master shall award to the city the reasonable fees and costs associated with the investigation of and hearing on the public nuisance, including all attorney fees incurred.

(Ord. No. 2724, § 1, 5-10-05)

Sec. 2-128. Continuing jurisdiction.

The special master shall retain continuing jurisdiction for a period of one year over any place or premises that has been or is declared to be a public nuisance.

(Ord. No. 2724, § 1, 5-10-05)

Sec. 2-129. Recording of orders; foreclosure.

Orders of the special master on public nuisances shall be recorded in the public records to provide notice to subsequent purchases, successors in interest, or assigns of the real property that is subject to the order. Recorded orders shall become a lien against the real property that is the subject of the order and may be foreclosed as provided by law. The city shall be entitled to reimbursement of all costs, including reasonable attorney fees, associated with the recording of the order and foreclosures.

(Ord. No. 2724, § 1, 5-10-05)

Secs. 2-130—2-145. Reserved.

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Sec. 26-61. Special items declared a nuisance.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches;

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

(3) Any condition which provides harborage for rats, mice, snakes and other vermin;

(4) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an insanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located;

(5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises;

(6) All disagreeable or obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches;

(7) The carcasses of animals or fowl not disposed of within a reasonable time after death;

(8) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery wastes, industrial wastes or other substances;

(9) Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained;

(10) Any accumulation of stagnant water permitted or maintained on any lot or piece of ground;

(11) The storage or accumulation of junk in any area zoned for residential use;

(12) Any act resulting in the discharge, dumping, or disposal of any contents of any septic tank, dry well, raw sewage, grease or similar material, regardless of its source, into or upon any land or body of water within the city, except as may be allowed through the city's sewer system or as otherwise authorized by section 70-173;

(13) Improperly built or maintained septic tanks, water closets, or privies;

(14) Any act by which the health or life of any individual may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused;

(15) Any method for disposing of the contents of any septic tank, dry well, raw sewage, grease or similar material which has not been approved by the county health department or state department of health and rehabilitative services;

(16) Improper maintenance or operation of any vehicle designed or used for the transportation or disposal of the contents of any septic tank, dry well, raw sewage, grease, or similar material, which may threaten or impair the health or lives of any individual, or by which or through which, directly or indirectly, disease may be caused.

(Code 1984, § 18-1)

Attachment: Sec. 26-61. Special Items Declared a Nuisance (2023-O-3059 : Code Enforcement - Amendment of Chapter 3 Enforcement)

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 02/14/23 06:00 PM
Department: City Manager
Category: City Manager Comments
Prepared By: Joseph A. Forte
Initiator: Joseph A. Forte
Sponsors: City Manager Joseph A. Forte
DOC ID: 4034

CITY MANAGER COMMENTS (ID # 4034)

Seek Direction on a Citizen Committee

Jim Legary requested the City Commission consider a Citizen Committee. The City Manager is seeking direction from the City Commission as to whether a work session on this topic should be scheduled.