



HISTORIC TOWN OF EATONVILLE, FLORIDA

COUNCIL WORKSHOP AGENDA

Tuesday, November 07, 2023 at 6:30 PM

Town Hall - 307 E Kennedy Blvd

I. CALL TO ORDER

II. PRESENTATIONS

1. Presentation by Studio JeFRE, LLC, (JeFRE Figueras Manuel) To Design, Fabricate, Install And Construct I-4 Ultimate Art Project. (**Administration**)

III. COUNCIL DISCUSSION

2. To Discuss Town of Eatonville Organizational Chart (**Administration**)
3. To Discuss Purchasing Policy (**Finance**)
4. To Present A Proposal For The Automated Traffic Enforcement Safety Device Ordinance For The Town of Eatonville. (**Police**)
5. To Discuss Organizing A Veterans Expo Within The Town of Eatonville (**Councilman M. Daniels**)
6. To Discuss the Status on the Impact Fees (**Councilman M. Daniels**)
7. To Discuss Repealing Ordinance 2010-18 and Creating A More Current Ordinance (**Councilman M. Daniels**)

IV. COMMENTS

8. Staff Comments
9. Public Comments

V. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

NOVEMBER 07, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Presentation by Studio Jefrë, LLC, (Jefrë Figueras Manuel) To Design, Fabricate, Install And Construct I-4 Ultimate Art Project. (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS	YES	Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: N/A
CONSENT AGENDA		
COUNCIL DISCUSSION		
ADMINISTRATIVE		

REQUEST: Discuss design and present the direction for the I-4 Ultimate project

SUMMARY: The I-4 Ultimate project is about more than concrete and asphalt. Residents and visitors to the 21-mile corridor will enjoy a richer cultural experience thanks to the I-4 Ultimate Art Endowment Program. The I-4 Ultimate concessionaire’s initiative set aside \$1.5 million to fund permanent art installations throughout the I-4 Ultimate project area that may be integrated into gateways, highway overpasses, pedestrian bridges, parks, and streetscapes. Visit <https://i4ultimate.com/project-info/special-features/> to see a list of some beneficiaries below and check this page for future updates on installations coming to a neighborhood near you.

RECOMMENDATION: To discuss updates on the I-4 Ultimate project Art Endowment and design.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

NOVEMBER 07, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: To Discuss Town of Eatonville Organizational Chart (**Administration**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION
INTRODUCTIONS		Exhibits: • Updated Organizational Chart
CONSENT AGENDA		
COUNCIL DISCUSSION		
ADMINISTRATIVE	YES	

REQUEST: The Administration request review of proposed Town’s Organizational Chart for consideration

SUMMARY: Early this year, the Town of Eatonville started reviewing the organization structuring in an effort to improve internal workplace efficiency and to provide better service to citizens and customers. This type of restructuring has not been done in more than 20 years, taking place over several months and resulting in the creation of functional focus areas within the Town Hall. The restructuring included three focus areas: Town Operations, Development Services and Public Infrastructure.

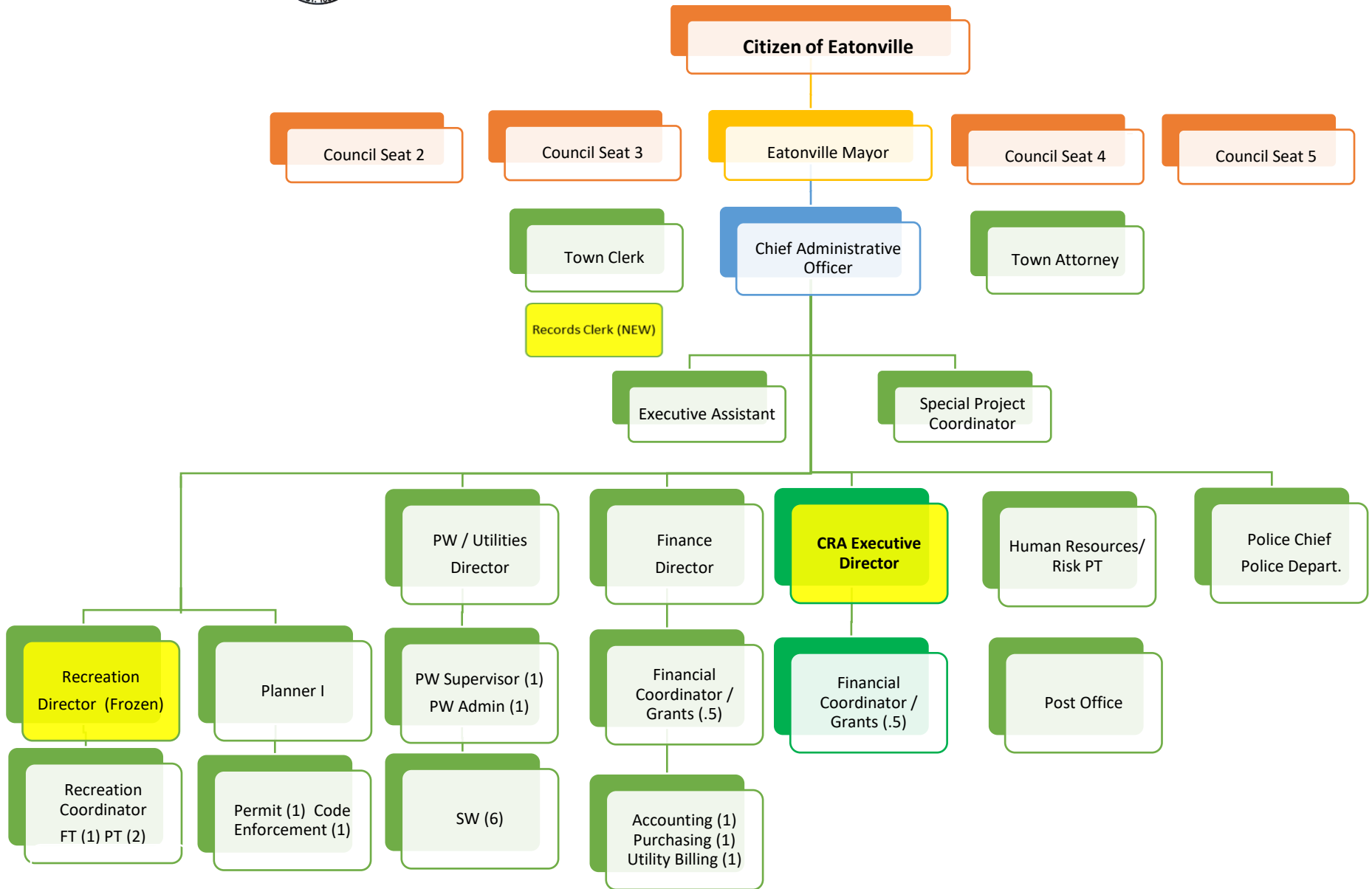
The new structure will allow for quicker and more coordinated response among the Town’s approximately 44 full-time and part-time staff members. Since the organization’s last restructuring, the Town’s population has remained the same, but service level demands have increased – as well to improve workplace efficiency.

RECOMMENDATION: Staff recommends the approval of the proposal Restructure of the Organizational Chart.

FISCAL & EFFICIENCY DATA: The restructuring will adjust salaries to be accomplished within the upcoming FY 2023-24 personnel budget.



Town of Eatonville Organization Chart





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

NOVEMBER 07, 2023 AT 6:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: To Discuss Purchasing Policy (**Finance**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE (Finance)
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • Resolution 2023-22 • New Finance Policy Manual 2023
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: To discuss the Town of Eatonville Purchasing Policy

SUMMARY: The Town Council desires to make changes to the purchasing policy. The staff is looking for the Town Council to consider repealing Ordinance 2008-6 and Resolution 2006-7. And Staff is presenting a new resolution for the Town of Eatonville Finance Policy Manual.

RECOMMENDATION: Recommend Town Council discuss the Town of Eatonville Finance Policy Manual.

FISCAL & EFFICIENCY DATA: N/A

RESOLUTION #2023-22

A RESOLUTION OF THE TOWN OF EATONVILLE, FLORIDA, ADOPTING A PURCHASING POLICY WITH RULES AND REGULATION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council is authorized to adopt regulations and policies governing Town purchasing; and

WHEREAS, the Town Council desires to adopt a purchasing policy, and finds that such will benefit the Town and its residents.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, ORANGE COUNTY, FLORIDA AS FOLLOWING:

SECTION ONE: PURCHASING POLICY: The Town hereby adopts the Town of Eatonville Purchasing Policy attached to this Resolution, which shall govern all matters described therein.

SECTION TWO: CONFLICTS: All Resolutions of the Town of Eatonville or parts thereof in conflict with the provisions of this Resolution are to the extent of such conflict superseded and repealed.

SECTION THREE: SEVERABILITY: If any section or portion of a section of this Resolution is found 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 two

SECTION FOUR: EFFECTIVE DATE: This Resolution will take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of November, 2023.

Angie Gardner, Mayor

ATTEST:

Veronica King, Town Clerk



The Town of Eatonville

Purchasing Policy & Procedure Manual

TABLE OF CONTENTS

PART I

Section I	General Provisions	Page 2
A.	Purpose	
B.	Legal Provisions	
C.	Requirement of Good Faith	
D.	Ethics	
Section II	Vendor Selection Methods	Page 5
A.	General Guidelines	
B.	Informal Vendor Selection Methods	
	Table 1 – Cost Levels / Required Documentation	
C.	Formal Competitive Vendor Selection Methods	
	1. Invitation to Bid	
	2. Request for Proposal	
	3. Request for Qualifications	
	4. Letter of Interest	
D.	Exceptions	
Section III	Formal Selection Solicitation Process	Page 9
A.	Specifications	
	1. Brand Name Specification	
	2. Brand Name “or Equal” Specification	
	3. Design Specification	
	4. Performance Specification	
B.	Solicitation Documents	
C.	Public Notice	
D.	Response Submissions	
E.	Bid / Proposal Bond	
F.	Cancellation or Postponement of Response Openings	
G.	Formal Opening of Responses	
H.	Modification or Withdrawal of Responses	

TABLE OF CONTENTS

Section IV	Formal Solicitation Evaluation Process and Award of Contract	Page 12
A.	Rejection of Responses	
B.	Evaluation and Award of Contract – Invitation to Bid	
C.	Evaluation and Award of Contract – 1. Request for Proposals, 2. Request for Qualifications, and 3. Letters of Interest	
D.	Notice of Award	
E.	Bond Release	
F.	Notification to Respondents	

PART II

Section I	Conducting Business with A Vendor	Page 14
A.	Contracts 1. Contract Period 2. Price Adjustment 3. Advance Payments 4. Amendments 5. Insurance Requirements 6. Payment and Performance Bonds 7. Indemnification	
B.	Construction Contract Requirements 1. Construction Contract Change Orders 2. Amendments to Construction Contracts	
C.	Ongoing Contract Administration	
D.	Purchase Orders Table 2 – Approval Authority Limits Table 3 – Required Documentation	
E.	Emergency Purchases	

TABLE OF CONTENTS

Section II	Payment for Goods and Services	Page 19
A.	Invoices	
B.	Payment – Purchase Order	
C.	Payment – Check Request	
D.	Payment – Petty Cash	
E.	Changing or Liquidating Purchase Orders	
Section III	Purchasing Cards – (P-cards)	Page 21
A.	Introduction	
B.	Policies and Procedures	
C.	Procedures for Making and Paying for Purchases	
D.	Disputes	
Section IV	Transfer or Disposal of Surplus and Obsolete Equipment	Page 31
Section V	Owner Direct Purchase Program	Page 32

ATTACHMENTS

1.	Purchasing Terms and Definitions	Page 34
2.	Vendor Evaluation Guidelines	Page 39
3.	Sample Check Requests	Page 40
4.	Conflict of Interest Statement	Page 41
5.	Agreement to Accept the Visa Purchasing Card	Page 43
6.	Appendix A – Owner Direct Purchase Forms Packet	Page 44

PART I

Section I

General Provisions

A. PURPOSE

The purpose of the Purchasing Policy & Procedure Manual is to provide guidance and support for the formal rules adopted by the Town Council governing the purchasing process contained in the Town’s purchasing ordinances.

This manual is intended to guide the user through the purchasing process within the Town of Eatonville. The Town maintains a unified purchasing system with decentralized responsibility. The Town’s purchasing process provides for increased economy in purchasing activities, enabling the Town to maximize, to the fullest extent practical, the purchasing value of public funds by fostering effective broad-based competition, while ensuring fair and equitable treatment of all vendors who deal with Town purchasing. In addition, this manual provides safeguards for maintaining a purchasing system of quality and integrity and also is intended to provide for increased public confidence in the procedures followed by Town purchasing.

This policy shall apply to all purchasing activity, except real property, of the Town of Eatonville, as well as the disposal of all Town property other than real property.

For purposes of this manual the purchasing process is defined in five phases as follows:

1. Vendor selection – Identification and subsequent selection of the vendor best meeting identified Town requirements for goods and services.
2. Town commitment to purchase goods or services – The process by which the Town commits to do business with a selected vendor.
3. Contract oversight – The process by which the Town ensures the vendor is in compliance with a contract for goods or services.
4. Payment – Procedures for payment for goods and services.
5. Disposition – The process by which the Town disposes of surplus, obsolete or damaged property.

Attachment one (1) provides purchasing terms and definitions.

The remainder of this manual addresses these topics as follows:

B. LEGAL PROVISIONS

The principles of law and equity, including the Uniform Commercial Code of this State, the law relative to ethics, and the law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, and mistake of bankruptcy shall supplement the provisions of this policy.

In any situation where compliance with this policy will place the Town in conflict with State or Federal Law or terms of any grant, or cooperative agreement, the Town shall comply with such Federal or State law, grant requirements, or authorized regulations that are mandated and which are either not reflected in this policy or are contrary to provisions of this policy.

PART I

Section I

General Provisions (continued)

C. REQUIREMENT OF GOOD FAITH

This policy requires all parties involved in the negotiation, development, performance, or administration of Town contracts to act in good faith.

D. ETHICS

All applicable provisions of the Code of Ethics for the Town of Eatonville are incorporated herein by reference and made a specific part of this manual.

Section II

Vendor Selection Methods

A. GENERAL GUIDELINES

There are five vendor selection methods used by the Town: Quotes, Invitations to Bid (ITB), Requests for Proposals (RFP), Requests for Qualifications (RFQ), and Letters of Interest (LOI). Quotes, written and or verbal, are normally used when the expected cost of goods or services is \$25,000 or less. This is the informal method of vendor selection. The remaining four methods, ITB, RFP, RFQ, and LOI, are formal competitive vendor selection methods. Formal competitive vendor selection methods must be used when costs are expected to be above \$25,000 and may be used for smaller purchases when the Town will derive sufficient additional benefit to justify their use.

Exceptions to the required vendor selection methods are permitted in specific instances (See Part D. below in this section) or when pre-approved by the Finance Director, Mayor or his/her designee in other limited instances.

Under no circumstances may known or anticipated annual requirements for goods and services from a vendor be broken into smaller quantities to circumvent the requirement to use a formal vendor selection process. The Town's purchasing policies are based on the total dollar amount of purchases made with a vendor in a given fiscal year. An annual purchase order must reflect the anticipated total amount of business to be done with a vendor for the year.

Section II

Vendor Selection Methods (continued)

B. INFORMAL VENDOR SELECTION METHODS

The informal vendor selection methods may be utilized where the cost of goods or services does not exceed \$25,000. The following procedure must be followed:

TABLE 1 – COST LEVELS / REQUIRED DOCUMENTATION

AMOUNT	REQUIRED DOCUMENTATION
Up to \$1,000.00	None
\$1,001.00 to \$2,500.00	Two written documented quotes
\$2,501.00 to \$7,500.00	Three written documented quotes
\$7,501.00 to \$25,000.00	Three written documented quotes

Quotes must be consistent in content for comparison purposes. Quotes must include the vendor name, contact person, date, a clear description of the goods or services being offered by the vendor, a statement of price, and the terms of the sale. Written quotes may substitute for verbal quotes. Verbal quotes must be documented by the user department and retained on file. Written quotes must be signed and dated by the vendor. *If the quote has been issued for more than 30 days, an updated quote will be required to ensure the information is still valid before moving forward.*

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS

Formal competitive vendor selection methods utilize competitive bidding to allow a maximum degree of competition among a number of suppliers offering similar products or services. All purchases of goods and services, where the total ANNUAL cost of the purchases or contract will exceed \$25,000, must be approved by the Town Council.

A determination is made by the Finance Director, after consultation with the user department, as to which formal competitive vendor selection method will be used.

Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Letters of Interest (LOI) are effective formal procedures for soliciting competition from vendors in the purchasing sector. The ITB is awarded primarily on price alone. The RFP uses several different evaluation criteria, including price, to determine award. The RFQ ranks respondents based on their qualifications and experience. The LOI, the least formal process, sends out letters to interested parties to see if they are interested in applying for the work being offered. Evaluation is based on the experience of the responders and follow-on discussions with them.

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS (continued)

Attachment 2 provides vendor evaluation guidelines.

1. Invitation to Bid (ITB)

An ITB is used when specifications are well-defined, competition is prevalent, and substitutions are allowable. The ITB shall include instructions to bidders, plans, drawings and specifications if any, bid form, and other required forms and documents to be submitted with the bid. As a result, prices obtained are generally lower than “list” pricing. Under this type of solicitation, normally the recommendation of award must go to the lowest responsive and responsible bidder. There are generally no other evaluation criteria considered in this type of solicitation.

2. Request for Proposal (RFP)

An RFP is a formal request from the Town to vendors to submit proposals. The proposal is to provide a solution to a need the Town has specifically identified. The vendor’s experience and qualifications, together with the proposed solution, is evaluated and may take precedence over price. The evaluations of the proposals are completed by an evaluation committee comprised of at least three (3) voting members, at least one of whom is Town staff. (In some instances a person outside of Town staff, who has experience with the need identified, may be a voting member also). The committee members are generally selected by the director of the user department. The Finance Director facilitates the evaluation process.

All RFPs shall state the relative importance of price and any other evaluation criteria. The Town may engage in negotiations with offerors for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

3. Request for Qualifications (RFQ)

An RFQ is a formal invitation from the Town to vendors to submit a statement of qualifications. This approach differs from the traditional request for proposals approach in that it places greater emphasis on the actual qualifications of the potential contractor, (his or her track record), rather than how well the potential contractor responds to detailed project specifications and requirements.

The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

Responses are evaluated by an evaluation committee and facilitated by the Finance Director. Depending on the number of qualification responses received, a shortlist of three to five firms are identified for further consideration. These short listed firms are then interviewed by the evaluation committee. Based on the interview, experience and qualifications, the short listed firms are ranked. This ranking is presented to the Town Council for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

C. FORMAL COMPETITIVE VENDOR SELECTION METHODS (continued)

4. Letter of Interest (LOI)

An LOI is a formal invitation from the Town to vendors to submit an offer. It identifies, in general terms, the work required and directs the respondents to provide a letter regarding the respondent's interest in working with the Town on the particular project(s). Respondents provide a statement of experience and qualifications of key personnel. Costs or fees are not part of the response.

Responses are evaluated by an evaluation committee and facilitated by the Finance Director as described in the RFP section. Based on the experience and qualifications, the responses are ranked. This ranking is presented to the Town Council requesting authorization to enter into contract negotiations with the top ranked vendor. The resulting contract is then brought back to Town Council for final approval. Architectural and engineering services are examples of when this type of solicitation would be used.

The Town may engage in negotiations with responders for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

D. EXCEPTIONS

The following are exceptions from the requirements of the competitive vendor selection process. Please refer to the **Town Code of Ordinances**. Exceptions to competitive procurement requirement, for further details. Exceptions must be pre-approved by the Finance Director. Purchases not subject to the competitive procurement requirement must still have the same levels of approval as purchases subject to the regular competitive vendor selection process.

1. Sole source – only one vendor's goods or services will meet Town requirements. Approval requires written justification by Finance Department.
2. All Emergency purchases – requires written justification.
3. Purchase of goods or services under contracts of the federal government, the State of Florida, or its political subdivisions (also referred to as "piggybacking").
4. Certain contractual services.
5. Cooperative Purchasing - Contracts available through the Town's participation in governmental purchasing cooperative groups.

Formal Selection Solicitation Process

Once the appropriate vendor selection method has been determined, the solicitation process will be overseen by the Finance Director, as shown below.

A. SPECIFICATIONS

The Finance Director will ensure the solicitation documents include specifications that are as well-defined as possible. The user department is responsible for developing specifications, such as bid specifications, scope of service and evaluation criteria. As the prime user, the department is best aware of any special characteristics, any new developments in the field, as well as the technical specifications of the product or service. The Finance Director may review specifications and make suggestions, such as alternate products, when appropriate.

The Finance Director shall strive to assure that all specifications issued by the Town provide for free and open competition among all vendors and preclude lock-in of any vendor or brand, unless items are purchased under approved sole source or sole brand provisions. Any specification may eliminate some vendors or brands if the vendor or brand does not meet the legitimate needs of the Town.

There are many different types of specifications; however, all specifications regardless of the type must be clear and complete. A specification is an essential communication link between the Town and the vendor. The specification must clearly and completely express the needs of the Town in such a manner that the vendor will have the same understanding as that of the Town in what is required. The following are some of the more common type of specifications:

1. Brand Name Specification

A specification using one or more manufacturers' brand names, with identifying model numbers, to describe the acceptable items; all other items will be excluded. Since use of a brand name specification is restrictive of product competition, it may be used only when pre-approved by the Finance Director.

2. Brand Name "or Equal" Specification

These specifications describe the characteristics of the item required by reference to a particular manufacturer's product, referring to that product by its brand name and model number. These specifications describe the standards of quality, performance, and other characteristics needed to meet the requirements of the solicitation, and invites bids for equivalent products from any manufacturer. These are often used to obtain low-value, commercially available products, such as janitorial supplies, office supplies and chemicals.

3. Design Specification

A design specification is also known as a material and method of manufacture specification. This type of specification spells out in great detail the physical characteristics including size and shape, the materials to be used and the manner in which they are to be assembled or processed. Design specifications may also reference engineering drawings or plans. A design specification is generally not appropriate for standard commercial items; its use being reserved for "made-to-order" products.

Section III (continued)

Formal Selection Solicitation Process

4. Performance Specifications

Performance specifications describe the functions which must be performed without or with only a limited reference to materials to be used or construction details. Performance specifications are non-restrictive, they spell out standards of performance, define operating limits, describe a specific task, emphasize dependability and reliability and look at the end result. Performance specifications are non-restrictive and encourage vendors to be innovative and propose a variety of means to accomplish a stated performance measure and to determine whether or not a performance specification has been satisfied.

B. SOLICITATION DOCUMENTS

The Finance Director will ensure all solicitation documents are properly prepared, with particular emphasis on effective specifications as discussed in the prior section, and distributed as appropriate. In conjunction with the preparation of the solicitation documents, the Finance Director will make himself / herself available to provide information to all potential responders.

C. PUBLIC NOTICE

Public notice of the ITB, RFP, RFQ or LOI shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of the responses. Such notice shall be given by publication in a newspaper of general circulation within Orange County, at a minimum. The notice shall state the place, date, and time of the opening of the responses.

D. RESPONSE SUBMISSIONS

All responses shall be submitted in sealed envelopes which shall be clearly identified with the name and number of the response on the exterior of the envelope and delivered to the Town Clerk office.

E. BID / PROPOSAL BOND

Bid bonds (also known as proposal bonds) may be required in conjunction with responses. They guarantee the responders will not withdraw their bids for a specified time period and will accept a contract, if offered, or will forfeit the bond amount.

Bid bonds shall be required for all construction projects when the total contract price is estimated to exceed fifty thousand dollars (\$50,000). In all other cases the Town reserves the right to require a bid or proposal bond when deemed necessary by the Finance Director.

Bid bonds shall be by cash, a certified or cashier's check, a surety bond or an irrevocable standby letter of credit in an amount not less than five percent (5%) of the amount of response. If a surety bond is provided, the surety company must be authorized to do business as a surety in Florida.

F. CANCELLATION OR POSTPONEMENT OF RESPONSE OPENING

Any time prior to the response opening date and time, the Finance Director may postpone the opening or cancel the solicitation in its entirety.

Section III (continued)

Formal Selection Solicitation Process

G. FORMAL OPENING OF RESPONSES

Responses shall be opened by the Finance Director at the time and place designated in the public notice. The opening shall be witnessed by the Town Clerk, or designee. No late responses shall be accepted or opened if received after the date and time specified in the public notice. All late responses shall be returned unopened to the bidder.

For ITB responses, names and amounts of each bid shall be read aloud by the Finance Director and a list of all responses shall be made available for public inspection after the opening.

For RFP, RFQ and LOI responses, a list of the names of all responders shall be prepared by the Finance Director and made available for public inspection after the opening of the responses.

All response documents shall become the property of the Town and will not be returned to the responders. When the contract is awarded, all documentation produced as part of the contract shall become the exclusive property of the Town.

For an RFP, RFQ or LOI response, the Finance Director, or designee, may, at the evaluation committee's request and within a reasonable time period after the response opening, request additional or corrective information of the responder concerning his/her responsibility to perform, and the bidder may voluntarily, after bid opening, provide additional or corrective information concerning his/her responsibility as a vendor.

H. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Finance Director at any time prior to the submission deadline. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Any modifications made by the Town to the solicitation documents prior to the opening of the responses shall be by addenda provided in writing to the same potential responders to whom the original solicitation documents were presented.

After expiration of the period for receipt of responses, no withdrawal or modification is permitted, except in extenuating circumstances. If within twenty-four (24) hours after responses are opened, any responder files a duly signed written notice with the Town, through the office of the Finance Director and within five (5) calendar days, thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material mistake in the preparation of the response, or that the mistake is clearly evident on the face of the response document but the intended correct response is not similarly evident, then the responder may withdraw its response document. Thereafter, the responder will be disqualified from further bidding on the contract for which the response was withdrawn.

Section IV

Formal Solicitation Evaluation Process and Award of Contract

Once the solicitation has been completed and all responses have been received and opened, the responses will be evaluated and a contract awarded as follows:

A. REJECTION OF RESPONSES

After an initial review of responses, responses may be rejected for any of the following reasons:

- If the evidence submitted by a responder or if investigation of a responder fails to satisfy the Town that the responder is properly qualified to carry out the obligations and to complete the requested work.
- If there is reason to believe collusion exists among responders.
- If the response is not responsive, not delivered by the due date and time or not delivered to the Town Clerk's office, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any other kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

B. EVALUATION AND AWARD OF CONTRACT - INVITATION TO BID

The contract shall be awarded to the most responsive and responsible responder whose response meets the requirements and criteria set forth in the solicitation documents except as otherwise provided below.

If two or more qualified responders are tied, as reflected by cost, the tie may be broken by the following criteria, presented in order of importance and consideration, as reflected in the solicitation document:

1. Quality of the items or services bid if such quality is ascertainable
2. Delivery time if provided in the response

If the above criteria do not resolve the issue, the award will be given to the response received earliest by the Town as indicated by the Town time clock stamp on the response. This criterion will also be indicated in the solicitation document.

Multiple award contracts may be used only when it is determined by the Finance Director that the use of more than one vendor is in the best interest of the Town.

A recommendation for vendor selection, together with the criteria used for selection, will be presented to Town Council by the user department for approval, along with a request that staff be authorized to sign a contract with the recommended vendor.

C. EVALUATION AND AWARD OF CONTRACT - REQUESTS FOR PROPOSALS, REQUESTS FOR QUALIFICATIONS, AND LETTERS OF INTEREST

The award shall be made to the responder whose proposal is the most advantageous to the Town, taking into consideration evaluation criteria set forth in the solicitation document. The vendor selection process is done through an evaluation committee, (Committee), appointed by the user department director and comprised of a member of the user department, together with at least two other members familiar with the goods or services being evaluated. Each committee member shall complete a "*Conflict of Interest Statement*" upon appointment to the committee and prior to review of submittals (See Attachment 4).

Section IV (continued)

Formal Solicitation Evaluation Process and Award of Contract

C. EVALUATION AND AWARD OF CONTRACT - REQUESTS FOR PROPOSALS, REQUESTS FOR QUALIFICATIONS, AND LETTERS OF INTEREST (continued)

The Committee shall review all qualifications and submittals of those firms responding based on predetermined criteria contained in the solicitation document. The Committee will then score each qualified response using the predetermined criteria.

Depending on the number of qualified responses received, the Committee may reduce the number of responders to be evaluated further to a minimum of three (called a “short list”), based on the ranking (highest points). If less than three qualified responses have been received, all qualified responses must be considered. The Committee may choose to hold discussions with all responders on the “short list”. Such discussions may encompass formal presentations by each responder. The format of the discussion must be the same for each responder.

If the Committee requires clarification of the original response, they may request revised proposals.

For an RFP, once the Committee has ranked the qualified responses, the ranking information will be presented to Town Council by the user department with a request for approval along with a request for the proper Town officials to be authorized to negotiate and execute the contract.

For an RFQ or LOI, a recommendation for vendor selection, together with the ranking information, will be presented to Town Council by the user department. Additionally, it will be requested that staff be given direction to negotiate a contract, subject to final Town Council approval.

Following vendor approval by the Town Council, the next step in the RFQ or LOI process is for the Committee to negotiate a contract with the highest ranked vendor at a compensation determined to be fair and reasonable. If this proves unsuccessful, negotiations will be formally terminated and negotiations will begin with the next highest ranked vendor. This will continue until an acceptable contract is agreed to or until negotiations with all vendors on the short list have been unsuccessful. If no contract can be negotiated with any vendor on the short list, a new solicitation must be initiated. If a successful contract is negotiated with a vendor, a recommendation will be presented to the Town Council by the user department to approve the contract with the indicated vendor.

D. NOTICE OF AWARD

Upon approval by the Town Council, the successful vendor will receive a Notice of Award indicating the vendor’s selection. The Notice of Award is contingent on a contract being executed and the required certificates of insurance and applicable bond coverage have been received and approved. If the selected vendor fails to provide the required coverage documents or fails to deliver the signed contract within the specified time, the Town may annul the Notice of Award.

E. BOND RELEASE

All responders’ bid bonds, if required for a solicitation, will be retained until the selected vendor has met all requirements for the final contract award. At that time, the bid bonds of the unsuccessful responders will be

Section IV (continued)

Formal Solicitation Evaluation Process and Award of Contract

E. BOND RELEASE (continued)

returned. If the successful vendor fails to meet these requirements and the Town annuls the Notice of Award, the successful vendor's bid bond shall be forfeited.

F. NOTIFICATION TO RESPONDENTS

After the contract award has been finalized, the Finance Director will notify the remaining respondents of the selection.

PART II

Section I

Conducting Business with a Vendor

The purchase order will be the Town's commitment to conduct business with a vendor and will be subject to the approval authority limits delineated later in this section. Vendors may submit quotes or contracts, depending on the process, whether informal or formal and the dollar amount of the purchase. All purchase orders requiring two written quotes, preferably three quotations, are required to ensure best possible pricing.

For the informal vendor selection process, normally for purchases under \$25,000, the selection will be accomplished through quotes. For purposes of this manual, the term "quote" will include proposed scope of service statements when submitted as a quote. Quotes must be signed by authorized representatives of the responders when submitted in writing; however the Town will not normally sign these documents. When a quote requires a signature by a representative of the Town, it will be processed together with the related purchase order and will be subject to the same approval authority limits as a purchase order. In no instance shall the quote be signed by a person not authorized to be the final approving authority on the accompanying purchase order.

Quotes normally relate to goods and identify the type and quantity of the goods to be provided and possibly the associated payment terms. When the proposed goods or services are more complicated, there will normally be more comprehensive terms involved which would necessitate a formal contract requiring the signature of both the vendor and the Town. Formal contracts will always be required for formal competitive vendor selection situations. This will normally be for purchases greater than \$25,000, which require Town Council approval.

Once approved by Town Council, the contract will be processed. As discussed previously, the formal competitive vendor selection process can be utilized for purchases under \$25,000 when the additional effort is justified. The resulting contract will be processed *at the same time as the related purchase order approval request in accordance with the approval authority limits discussed in "D" below*. Even when a

PART II

Section I

Conducting Business with a Vendor (continued)

contract has been signed; the vendor is not authorized to begin work until a fully approved purchase order has been issued.

The following sections will discuss contracts and purchase orders used to commit the Town to do business with a vendor.

A. CONTRACTS

1. Contract Period

Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the Town provided the extension beyond the current fiscal year, if any, is included in the solicitation and funds are available for the current fiscal year at the time of contracting. Payment and performance obligations for future fiscal years shall be subject to the availability of funds.

2. Price Adjustment

Contracts may be awarded with the provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Town.

3. Advance Payments

The Town may make advance payments not to exceed one (1) year to vendors for maintenance service contracts and lease agreements when it would be economically efficient to do so or when the vendor offers a discount for advance payments.

4. Amendments

Any changes to a contract that materially alter the terms and conditions of a contract, or provide for a change in the scope of the contract, must be contained in a formal amendment to the contract executed by the same authority as the original contract.

5. Insurance Requirements

All contracts shall contain requirements for the protection of the Town through sufficient insurance as specified in the bid documents. The selected vendor shall be required to obtain, at the vendor's expense, all required insurance coverage and shall submit evidence of insurance to the Town for approval before the contract award will be finalized. The Finance Department will review insurance certifications, approving those which comply with the requirements of the solicitation. Non-approved certifications will be returned to the user department with the reasons for non-approval and instructions as to how the certification may be corrected by the vendor. The user department shall not allow a contract to be finalized, nor work commence, until the designate staff has approved the sufficiency of insurance coverage.

PART II

Section I

Conducting Business with a Vendor (continued)

6. Payment and Performance Bonds

When a contract is estimated to exceed fifty thousand (\$50,000) for the construction of a public building, for the completion of a public work or for repairs upon a public building, or other public work as provided in Florida Statute Section 255.05, as amended, or when the Finance Director deems it to be reasonably necessary to protect the best interests of the Town, the following bonds shall be executed and delivered to the Finance Director before the contract award will be finalized and shall become binding on the parties upon the execution of the contract:

- A. A performance bond guarantees the selected vendor will perform all requirements of the contract. It protects the Town from loss due to the selected vendor’s inability to complete the work. A performance bond satisfactory to the Town in an amount equal to one hundred percent (100%) of the price specified in the contract must be provided to the Town and is conditioned on the selected vendor performing the contract in the time and manner prescribed in the contract.

- B. A payment bond guarantees the selected vendor will make all required payments to the subcontractors and suppliers providing goods and services to the selected vendor. A payment bond satisfactory to the Town in an amount equal to one hundred percent (100%) of the price specified in the contract must be provided to the Town and is conditioned on the selected vendor promptly making payments to all persons and entities supplying labor, materials or commodities used directly or indirectly in the performance of the work provided for in the contract.

7. Indemnification

All vendors shall indemnify and hold harmless the Town, its officers, agents and employees from any injuries or damages received by any person during any operations connected with the construction project, by use of any improper materials, or by any act or omission of the contractor, or subcontractor, agents or employees.

B. CONSTRUCTION CONTRACT REQUIREMENTS

In addition to the requirements under Section A, the following shall apply to construction contracts:

1. Construction Contract Change Orders

The Town shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions or deletions of work or other changes within the original intent of the contract. All change orders, where the amount of the entire contract, including the change order, is over \$25,000 shall be approved, in advance, by the Town Council. The approval of change orders equal to or under this amount for both construction contracts and professional design services shall be approved, in advance, by the Mayor or his/her designee.

PART II

Section I

Conducting Business with a Vendor (continued)

2. Amendments to Construction Contracts

All changes to construction contracts that materially alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent, must be contained in a formal amendment to the contract. Such an amendment must be approved with equal dignity and formality as the original contract and signed by the individuals holding the positions of the original signatories. If the amendment causes the total dollar amount of the contract to move to the next dollar threshold (see “approval authority limits), approval is required, approval must be given as named for that threshold.

C. ONGOING CONTRACT ADMINISTRATION

After the award of any contract, the user department will ensure that both the Town and the vendor are in compliance with all terms and conditions of the contract, including, but not limited to, maintaining current insurance certificates.

In cases where the vendor does not adhere to delivery and specifications or is in technical breach of a contract, the user department must attempt to rectify the situation with the vendor and maintain written record of these attempts. This written record should contain specific instances of non-compliance with the contract requirements and a timeframe for resolution of the issues involved.

In cases where the user department is unable to rectify a breach of contract with the vendor, the user department may recommend to the Mayor or his/her designee or Town Council (depending on the amount of the contract) that the contract be cancelled, the vendor be suspended or debarred (the Town will no longer conduct business with the vendor), or to begin appropriate legal action through the Town Attorney.

The Town may suspend a contract for a period not to exceed thirty (30) days following a determination by the Mayor or his/her designee that there has been a material deviation by the vendor from the requirements of the contract. Any suspension of contract shall be provided in writing to the affected vendor within three (3) working days of such determination. The Town reserves the right to obtain goods or services, which are the subject of the contract, from alternate sources during the suspension period.

Contracts originally approved by the Town Council shall be canceled or revoked only after specific Town Council action.

D. PURCHASE ORDER

A fully executed purchase order (PO) is the user department’s authority to purchase goods or services. As discussed elsewhere, a purchase order must reflect the anticipated total amount of business to be done with a vendor for the year. The total shall not be broken into smaller amounts to keep from crossing a dollar threshold with additional approval requirements, including the requirement for formal competitive vendor selection. Without exception, all PO’s must be fully approved before the issuing department may place the order. This is true even when a contract with the vendor has been fully executed. Supporting documentation

PART II

Section I

Conducting Business with a Vendor (continued)

must be maintained within the department for purchases up to \$7,500 and forwarded, as discussed below, for greater amounts.

A purchase order is the vendor's authorization to ship goods or perform services as specified. The purchase order constitutes a contract (in some instances a second contract if a more formal contract is also being utilized) between the Town and the vendor, and as such, is a legal document. The purchase order also reserves (encumbers) the funds within the financial system so the funds cannot be allocated for other purposes before the transaction has been completed and the purchase order fully closed out.

A purchase order will normally be for a specified dollar amount for specified goods or services. Additionally, an open end purchase order can be issued for a specific not-to-exceed dollar amount and may also be for a specific length of time, not to exceed one fiscal year. The open purchase order is utilized to facilitate multiple purchases from a single vendor over a given term.

TABLE 2 – APPROVAL AUTHORITY LIMITS

APPROVAL	DOLLAR THRESHOLD
Department Director	Up to \$2,500.00
Finance Director	\$2,501.00 to \$7,500.00
Mayor or his/her designee	\$7,501.00 to \$25,000.00
Town Council	\$25,000.01 and above

The PO preparer will use the financial system (Edmunds) to prepare requisition to purchase goods or services. The preparer will enter sufficient information and attach the required cost level documents.

The submitted requisition with the proper required documentation attached will go through the approval process via Edmunds.

1. Requesting department, approval of department director
2. Related department, approval of department director
3. Financial Services, approval of Finance Director
4. Mayor approval or his/her designee as designated

PART II

Section I

Conducting Business with a Vendor (continued)

TABLE 3 – REQUIRED DOCUMENTATION

BASIS OF PURCHASE ORDER	REQUIRED DOCUMENTATION
Three quotes	Copies of each quote, signed by vendor
Sole Source –Mayor or his/her designee	Written justification
Exempt Contractual Service*	Note exempt category
Emergency procurement	Written justification
Professional services procedures**	Note service category
Cooperative purchasing	Note entity, attach other entity contract
Existing contract – other government entity	Note entity, attach other entity contract
Renewal contract	Copy of contract, executed by both parties
Competitive sealed bidding	Copy of contract, executed by both parties

****Consultants Competitive Negotiations Act, Florida Statutes 287.055 (1991)**

When an exception to the formal vendor competitive selection process has been used, the justification must be clearly identified and documented.

E. EMERGENCY PURCHASES

Emergency purchases may be made by the department on approval of the department head when the cost does not exceed two thousand five hundred dollars (\$2,500.00) and on approval by the Finance Director when the cost does not exceed seven thousand five hundred dollars (\$7,500.00).

The Mayor or his/her designee may authorize emergency procurements where the cost exceeds seven thousand five hundred and one dollars (\$7,501.00). The Town Council must be notified, after the fact, of any emergency purchases in excess of twenty-five thousand dollars (\$25,000.00) at the next scheduled Town Council meeting.

Section II

Payment for Goods and Services

A. INVOICES

Invoices are itemized statements of goods or services provided and are a means of settlement of financial obligations. The timeliness of processing invoices may affect the relationship between the

Section II

Payment for Goods and Services (continued)

Town and its vendors and must be processed within 30 days of receipt (20 days in the case of construction services), per State Statute 218.70, Local Government Prompt Payment Act. Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Quantity of each item
- Unit price with extensions
- Discount terms if applicable
- Services provided, including hours and billing rates where applicable

B. PAYMENT – PURCHASE ORDER

The PO instructs vendors to send invoices directly to the user department. The user department should hold the PO while waiting for an invoice. The Town will pay only from an original invoice and not a fax copy or photocopy. The user department will follow the PO “receiving” procedures as required by the financial system (Edmunds) and will then forward the original invoice, with the required approval signatures, and a copy of the PO to Accounts Payable for payment.

Only individuals authorized to normally receive goods or services may do so. The receiving individual must certify that the quantity, brand name, or model ordered is received or that the required services have been provided.

C. PAYMENT – CHECK REQUEST

Check requests should be used only in exceptional situations. Refer to Attachment 3, Sample Check Request form.

D. PAYMENT – PETTY CASH

In some instances, it may be necessary for an employee to go to a local store to purchase small items, in total under \$40, without a purchase order. The employee will be reimbursed if a Petty Cash form, signed by the department director, is presented to the Finance Department.

E. CHANGING OR LIQUIDATING PURCHASE ORDERS

Purchase Order Changes:

When a change of the total on the Purchase Order is required, the initiating department requests the change by forwarding a written request and brief explanation to the Finance Director. The Mayor or his/her designee approval may be required depending upon the amount of the change requested (generally if the requested change is more than 10%). Freight, shipping & handling charges & back-order related changes do not require an explanation.

Section II

Payment for Goods and Services (continued)

If the original PO was awarded by the Town’s action, and a change order is being made, sufficient documentation (copy of the resolution, change order, written authorization from the Mayor or his/her designee) authorizing the change must be submitted before further processing.

If the original PO total was for less than \$25,000.00 and the change will make the total over \$25,000.00 then the change order must be approved by the Town Council Mayor before further processing.

Changes may also be done to correct errors, omissions, or discrepancies; cover acceptable overruns and freight costs; and incorporate requirements to expand or reduce the scope of goods or services order.

Purchase Order Liquidations:

A purchase order is liquidated when a partial receipt has been done on a purchase order and the remainder of the total will not be received. When liquidation is done, the purchase order is closed and no other transactions can take place against that particular purchase order. Any remaining funds that had been encumbered on that purchase order are released back into the account that had been encumbered.

Finance is notified by the using department when a purchase order is to be liquidated.

Section III

P-cards (Purchasing Cards)

A. INTRODUCTION

The Town of Eatonville Purchasing Card Program is designed to improve control and efficiency in processing purchases from any vendor that accepts the VISA credit card. This program will allow the employee/cardholder to purchase approved commodities and services directly from our vendors. Each purchasing card is issued in the name of an employee with “Town of Eatonville” as the government buyer of goods and services, and the Town sales tax exemption number, clearly shown on the card. Cardholders will also be issued a copy of the Town’s sales tax exemption certificate.

The Finance Department will monitor the performance of the program. All questions or concerns should be directed to the Finance Director at 407-623-8900.

The purpose of these policies and procedures is to accomplish the following:

Section III

P-cards (Purchasing Cards) - continued

- A. To ensure purchasing card purchases are in accordance with the Town of Eatonville
- B. Purchasing Ordinances.
- C. To provide an efficient method of purchasing and paying for goods and services from specified vendors within specified commodity groups, within a predetermined amount per item purchased, per total invoice purchase or per total per day, week or month per vendor.
- D. To reduce the use of purchase orders, blanket purchase orders, checks and petty cash, and the related processing and mailing costs.
- E. To reduce processing time.
- F. To provide procedures and policies for disciplinary action if a purchasing card is misused.
- G. To ensure budget, commodity, and vendor control over purchases.
- H. To provide for purchases during a state of emergency (i.e. hurricane)

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls as deemed necessary.

How It Works

The purchasing card system simplifies the purchasing/disbursement process. Purchasing responsibility is delegated to the ordering department enabling an authorized cardholder to place an order directly with the vendor.

When a purchase authorization is requested by the supplier at the point of sale, the VISA purchasing card system validates the transaction against preset limits established by the Department Director and Finance Director. All transactions are approved or declined electronically based on the purchasing card authorization criteria established. The authorization criteria may be adjusted periodically as needed and may include, but are not limited to, the following:

- Approved Vendors
- Approved Commodities
- Number of transactions allowed per day
- Number of transactions allowed per month
- Single item purchase limit
- Daily transaction limit
- Monthly total

The authorization process occurs through the electronic system that supports the purchasing card processing services under the Town of Eatonville Linking Authorization Contract with the Bank.

Who Does What?

The following is a summation of the responsibilities of the individuals involved in the purchasing card system.

Section III

P-cards (Purchasing Cards) - continued

Department Director

- ❑ Request purchasing cards for designated employees
- ❑ Set transaction limits, frequency of use, and vendors
- ❑ Responsible for authorizing charges (or designated representative) – must initial transaction log
- ❑ Ensure compliance with all additional approval requirements prior to purchase (quotes, solicitation, Town Council approval, etc.)
- ❑ Monitor availability of budgeted funds
- ❑ Review receipts, cardholder statement(s) and department transaction log(s)
- ❑ Sign and date transaction log
- ❑ Ensure that approved cardholder statement(s) and department transaction log(s), along with all supporting documentation, are sent to Finance within two (2) days of the end of each week, or partial week, at month end
- ❑ Notify VISA of any disputes and follow dispute procedures
- ❑ Document all disputes
- ❑ Notify Finance Representative of open disputes
- ❑ Collect card from cardholders who end employment
- ❑ Notify and send Purchasing terminated cards
- ❑ At the end of each day, collect all P-cards held by department staff, as necessary
- ❑ Comply with all purchasing and purchasing card policies and procedures

Cardholder

- ❑ Hold and secure purchasing card
- ❑ Request/receive authorization to purchase
- ❑ Order/receive materials and services
- ❑ Ensure sales tax is not charged (self check-out is not to be used)
- ❑ Make sure there are no back-orders
- ❑ Compare receipts with supporting documentation and verify totals are the same
- ❑ Request correct receipt and credit slip (never cash or store credit) if totals do not agree
- ❑ Initial all receipts following verification of accuracy
- ❑ Turn in all receipts and supporting documentation to department representative on a daily basis
- ❑ Immediately notify Finance, cardholder's Director and department representative of lost or stolen card
- ❑ Responsible for all missing documentation
- ❑ Resolve all issues with vendor - notify Purchasing of any unresolved issues
- ❑ Comply with all purchasing and purchasing card policies and procedures

Department Representative

(Individual(s) designated by Director)

- ❑ Ensure completion of transaction log including Department Director authorization (initials)

Section III

P-cards (Purchasing Cards) - continued

- Receive all receipts, supporting documentation and credit slips on a daily basis from cardholders
- Verify there are no sales tax or back orders
- Match purchase authorization with receipt and supporting documentation and verify that all totals agree
- Return all unequal charges to cardholder for correction
- Ensure G/L account number is properly coded and complete
- Sign and date transaction log
- Submit all documentation (weekly spend report and supporting documentation) to Department Director for review and signature
- Send approved cardholder statement(s) and weekly spend report(s), along with all supporting documentation, to Purchasing within two (2) days of the end of each week, or partial week, at month end
- Immediately notify the Department Director and Finance Director of any abuse or misuse of the program by a cardholder, or the failure of a cardholder to comply with applicable policies and procedures
- Comply with all purchasing and purchasing card policies and procedures

Finance Purchasing Representative

- Receive approved cardholder statements, supporting documentation, and weekly spend report(s)
- Confirm that all department weekly spend reports are complete and are authorized by Department Directors
- Notify departments when approved weekly department documentation is not received on time
- Notify Accounts Payable of disputes
- Initial and forward all approved documents to Accounts Payable staff
- Ensure compliance with all purchasing and purchasing card policies and procedures

Finance/ VISA Account Administrator

- Coordinate program policy issues
- Initiate and distribute all purchasing cards
- Execute the Purchasing Card Employee User Agreement (original is maintained in HR personnel file and copy is maintained in Purchasing)
- Block commodity codes for purchasing card program
- Initiate training program for all cardholders
- Request issuance and cancellation of cards
- Maintain policy and cardholder guides/manuals

Section III

P-cards (Purchasing Cards) - continued

Finance/ VISA Account Administrator (continued)

- Evaluate purchasing card feedback from vendors and departments

- Coordinate and maintain internal controls
- Handle billing disputes
- Participate in ongoing program reviews
- Pursue supplier discount opportunities
- Conduct semi-annual inventory of purchasing cards

Accounts Payable/Finance Department

- Receive monthly statements from Truist VISA
- Reconcile statements to Town Total Summary
- Verify all documentation received
- Pay all non-disputed monthly charges from consolidated statement
- Process related accounting data
- File and store statements, receipts, etc.
- Monitor missing documentation from Town Total Summary and notify Purchasing
- Notify Purchasing of any violations or discrepancies on the Town Total Summary

B. POLICIES AND PROCEDURES

Assignment and Control of the Purchasing Card

Request for and Issuance of Purchasing Card

A. Purchasing cards will be issued by the Finance Department to individual employee(s) who frequently purchase goods and services of a pre-approved amount.

B. The Purchasing card will have the employee's name, "Town of Eatonville", the Town sales tax exemption number and the expiration date embossed on the face of the card. The purchasing card issuing company will not have individual card holder's information other than their name. No credit records, social security numbers, etc. of the cardholder are maintained.

C. All requests for new cardholders, changes to current cardholders, or changes to authorization must be made in writing by the Department Director to Finance.

D. Each employee designated to receive a purchasing card will be given a copy of this policy and procedure manual, along with training, from Finance staff.

E. When Finance receives a purchasing card from the issuing card company, the cardholder will be required to personally take receipt of the card from Finance and sign the Purchasing Card Employee User Agreement.

Section III

P-cards (Purchasing Cards) - continued

Lost or Stolen Purchasing Cards

- A. If a purchasing card is lost or stolen, the cardholder must immediately notify Finance, the department Director and department representative.
- B. The cardholder will be responsible for reporting all information necessary to reduce the liability to the Town for a lost or stolen card.
- C. Disciplinary action will be taken in the event that Purchasing is not notified.
- D. The cardholder will make payment to the Town for any unauthorized charges if he/she fails to report the card as lost or stolen. If charges are not repaid, the Town will take disciplinary action, up to and including termination. The Town will also pursue all legal avenues available for collection.

Termination or Transfer of Cardholder

- A. When an employee ends his or her employment or is transferred to another department, the Department Director must immediately notify Purchasing. Purchasing will ensure that the card is canceled.
- B. The Department Director is to collect the card from the employee and send to Finance.

Limitations on Use of Purchasing Card

A. Cardholder Use Only

Only the employee whose name is embossed on the card may use the purchasing card. No other person is authorized to use the card.

B. Town of Eatonville Purchases Only

The purchasing card is to be used for Town authorized purchases only. The purchasing card cannot be used for any personal use. Any such use will require immediate reimbursement and will result in disciplinary action, which may include dismissal.

Section III

P-cards (Purchasing Cards) - continued

Limitations on Use of Purchasing Card (continued)

Dollar Limitations

- A. The Department Director approving the issuance of a purchasing card will set limits for each cardholder: transaction amount, frequency, vendor, and commodity as required. All such limits will be reviewed by Finance.
- B. A purchase may be made of multiple items, but the invoice cannot exceed the cardholder's limit.
- C. Declared Emergencies – at the discretion of the Mayor or his/her designee, restrictions on purchase limits and merchant category groups may be revised once an emergency has been declared.

Other conditions

- A. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
- B. All items purchased by telephone transaction must be confirmed by fax. A faxed receipt from the vendor initiated by the cardholder will be given to the department representative at time of order.
- C. All items purchased by telephone, fax or internet must be delivered by the vendor within the current billing cycle. The order should not be placed without this assurance. No back ordering between cycle periods is allowed. The Town will not accept charges for items not received.

Prohibited uses of purchasing cards

The following types of items may not be purchased with a purchasing card, regardless of dollar amount.

- A. Food or auto fuel for personal vehicle when traveling
- B. Entertainment during travel
- C. Cash Advances

Section III

P-cards (Purchasing Cards) - continued

Prohibited uses of purchasing cards (continued)

- D. Sport or Recreation Tickets
- E. Personal Items
- F. Telephone Calls
- G. Any additional goods or services specifically restricted by the Department Director or the Finance Department.
- H. Any item that would be an unlawful expenditure in accordance with the Town's Code of Ordinances.

Violations

- A. Purchase of any item, which would be an unlawful expenditure in accordance with the Town's Code of Ordinances adopted policies and procedures.
- B. Attempting to make a purchase that exceeds limit. It is the responsibility of the ordering department to ensure all "extra" charges such as freight, handling, set up, are considered before a purchasing card transaction is made. A vendor's willingness to honor a purchasing card transaction exceeding the limit does not authorize cardholder or department to make such a purchase.
- C. Attempting to make more transactions per day or month than allowed.
- D. Purchases from vendors that create conflicts of interest.
- E. Multiple purchasing card transactions to circumvent the pre-determined limits.
- F. Failure to produce proper documentation receipts, to department representative daily.
- G. Failure to report lost or stolen purchasing card.
- H. Purchasing card transactions referenced as items prohibited for purchase with card.

When purchases are questioned, the Director or designated department representative will be responsible for resolving the issue with the cardholder. If the Director or department representative cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a credit voucher proving the item(s) were returned for credit. If items cannot be returned, then a payment will be made in cash to the Town by the employee/cardholder.

Section III

P-cards (Purchasing Cards) - continued

The Town reserves the right to take disciplinary action, up to and including termination. The Town may also pursue all legal avenues available for collection. Any abuse or misuse of the purchasing card will result in the privilege being suspended or revoked.

Finance will refer violations and discrepancies to Human Resources for disciplinary or other appropriate action.

C. PROCEDURES FOR MAKING AND PAYING FOR PURCHASE

A. Documentation of Over the Counter Purchases.

1. When a purchase is made, the cardholder must obtain the customer's copy of the detailed receipt. The cardholder verifies that the receipt and any related documentation are for the same amount. He/she also verifies that no tax has been charged and that discount has been given, if applicable. If the receipt is incorrect the cardholder will request a credit slip (never cash or store credit).
2. The receipt will be initialed following verification of accuracy and copied, to be turned in weekly, along with any supporting documentation, by the cardholder to the department representative for review and reconciliation.

B. Telephone Orders

1. When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when the item is shipped so that the receipt of the item occurs during the same billing cycle as the charge. The Town will pay for items that have been received. The Town will not pay for items not received within the billing cycle.
2. Ensure that the vendor knows that the Town will not pay tax and is aware of any discounts. If applicable, the vendor will be provided a hard copy of the Town's tax-exemption certificate and/or verbally the certificate number.
3. Absolutely no back-orders will be allowed.
4. Telephone orders will be confirmed by fax. The fax will be initialed and given to Department representative.

Section III

P-cards (Purchasing Cards) - continued

C. Missing Documentation

1. If the cardholder does not have documentation of the transaction, he/she must obtain a copy and if this is not possible, details of the purchase must be attached.
2. The information will include a description of each item, the number of items purchased, the unit cost, the date of purchase, the vendor's name and explanation as to why there is no supporting documentation. Continued incidents of missing documentation will result in the cancellation of the employee's purchasing card.

D. DISPUTES

1. If items purchased with the purchasing card are defective, the cardholder must return the items(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide a credit (never cash or store credit). If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute. Any item or amount the Director or the Director's designated representative considers as an inappropriate or incorrect charge and the vendor will not credit will be a disputed item or amount.
2. Director or the Director's designated representative contacts the Merchant about the transaction and supplies the necessary information to begin the resolution process
3. Finance must be notified of all disputed items. All documentation concerning the disputed items will be turned into Purchasing as soon as possible.

Clarification, Questions, Violations – Contact the Town's Finance Department

Section IV

Transfer or Disposal of Surplus and Obsolete Equipment

In order to dispose of an item that has become surplus or obsolete to the user department, the

Department Director of the user department must send a memorandum to the Finance Director listing the description, condition, serial number and asset tag number of the item being disposed of. The Finance Director will attempt to relocate the item directly to another department in need of such equipment. If no need exists, it may be traded in on new purchase of similar equipment whenever feasible to do so.

Items will be kept at the user department until they can be transferred or disposed of. If the items are damaged or worn beyond repair, after inspection by the Finance Director, the items will be declared to have no further value to the Town and approval will be requested by the Finance Director to the Mayor or his/her designee to dispose of the items.

When equipment is still usable but it has been determined over a period of time that no need exists within the Town Departments and further storage is impractical, surplus equipment may be offered for sale or auction. This will be coordinated by the Finance Director in conformance with competitive conditions, including when necessary, advertising and sealed bids. Permission to sell or auction the item must be obtained from the Town Council if the estimated value of an item is twenty thousand dollars (\$25,001) or greater.

Section V

Owner Direct Purchase Program

PURPOSE

The Town may award a contract for supplies, materials, or equipment when such items were competitively bid by the construction manager as part of the development of a GMP (Guaranteed Maximum Price) construction services agreement and only when such items are being procured by the Town as an Owner Direct Purchase for incorporation into public works construction projects. In such event, the Town shall procure the supplies or materials in accordance with Florida Statutes and regulations related to Owner Direct Purchases by governmental entities.

SCOPE

This policy applies to all Contractors, Project Managers, Town departments, and personnel of, including but not limited to, Construction and Facilities Management, Public Works, Utilities, Risk Management and Procurement who use or manage the Owner Direct Purchase Program to procure materials and fixed equipment used in public works construction projects.

POLICY

The Town of Eatonville may elect to pursue state sales tax savings for selected materials and fixed equipment purchased as part of a public works construction project. The transactions must follow the guidelines as stated in the F.A.C. Rule 12A-1.094. The Town reserves the right to disallow materials for this program. In order to pursue the sales tax savings, the Owner Direct Purchase Procedure set forth below must be followed. Only assets that are intended to become a permanent part of, or be used in, the resulting project/building may be purchased through this program.

OVERVIEW

- 1. Florida Statute Section 212.08(6)
Florida Statute Section 212.08(6) exempts the Town, as a political subdivision of the State of Florida, or purchase supplies and materials for use in all public works construction projects. from sales tax imposed by Chapter 212 of Florida Statutes. Florida Administrative Code ("F.A.C"), Rule 12A-1.094, Public Works Contracts, governs the taxability of transactions in which contractors manufacture or purchase supplies and materials for use in all public works construction projects.
- 2. Definition
"Owner Direct Purchase Program": The direct purchase, for the sole purpose of sales tax savings, of material and fixed equipment intended to be used in a project’s construction. Said asset is to become a permanent part of, or be used in, the resulting project/building.

RESPONSIBILITY

- 1. Department Directors/Finance
 - A. Department Director managing the project will authorize a requisition to begin the purchase order process.
 - B. Finance Director or designee will issue a purchase order and Certificate of Entitlement to the vendor.

Section V

Owner Direct Purchase Program (continued)

RESPONSIBILITY

- C. Finance Director or designated staff will prepare a Certificate of Entitlement and attach it as back-up to the purchase requisition.
- D. Finance Director or designated staff will notify Risk Management of project details and scope of services to determine if the issuance of insurance is necessary.

2. Risk Management

As deemed appropriate, the Town shall purchase and maintain insurance sufficient to protect against loss of, or damage to, Town-furnished materials purchased through the Owner Direct Purchase program.

Such insurance shall be in the amount to cover the full value of any Town-furnished materials between the time the Town first takes title to and possession of any of such Town-furnished materials until the final completion of the Project.

PROCEDURE

In order to pursue state sales tax savings for selected materials and fixed equipment purchased as part of a construction project, the following procedures shall be followed:

At the Pre-Construction meeting, the designated staff and representatives from respective Town Departments and Finance will review the following information with the Contractor:

1. The Finance Director or designated Town staff representative must inform the Contractor that Owner Direct Purchase requests cannot include taggable assets.
2. The Finance and Department Directors and/or designated staff will review the Owner Direct Purchase Program Instructions, and associated forms, with the Contractor. The Project Manager will also provide a copy of, or link to, the F.A.C. Rule 12A-1.094, which cites Florida's rules regarding tax-exempt sales of tangible personal property to government entities.
3. The Contractor and Subcontractors must follow the Owner Direct Purchase Program Instructions and comply with the F.A.C. Rule 12A-1.094 for all materials and fixed equipment purchased through the Owner Direct Purchase Program.
4. The Owner Direct Purchase process requires that all parties; the Contractor, the Subcontractors, the Project Manager, the Town Department(s), and the Procurement Division complete the required forms and instructions that are listed in Appendix A of this policy (see Attachment 7).
5. By submitting a complete Owner Direct Purchase Packet (the "packet") referenced in Appendix A, the Contractor/Subcontractor acknowledges compliance with F.A.C. Rule 12A1.094 for the materials and fixed equipment being sold to the Town.
6. The Department Director managing the project and the Finance Director are responsible for ensuring all steps in Appendix A are completed.
7. Payment will be issued directly to the supplier for the supplies, materials, and equipment purchased only when the Owner Direct Purchase process has been completed.

ATTACHMENT 1

Purchasing Terms and Definitions

The purchasing profession is characterized by various terms and definitions that may not be commonly used by other disciplines. As a reference, the National Institute of Government Purchasers (NIGP) “Dictionary of Purchasing Terms” is the standard being used by the Town of Oakland Park. As used in this manual, the following terms shall mean:

Addenda: written or graphic instruments issued prior to the opening of formal solicitations which clarify, correct, or change the response documents or contract documents.

Advertising: giving notice in the official local newspaper that sealed responses will be received at a set time and place.

Alternates: substitutes offered by vendors that differ materially from the specifications as set forth in the purchasing solicitation.

Amendment: a method of substantially changing the terms and conditions of a response or contract beyond what is specifically required by the contract.

Award: the acceptance of a bid, offer, or proposal by the proper authority.

Bidders’ List: is a current file of vendors who have indicated a desire to supply goods and or services for Town use.

Bid Closing: the time and date set for termination of accepting bids.

Bid Bonds (also known as proposal bonds): guarantee the responders will not withdraw their bids for a specified time period and will accept a contract, if offered, or will forfeit the bond amount. They may be by cash, a certified or cashier’s check, a surety bond or an irrevocable standby letter of credit

Brand Name or Equal Specifications: a specification limited to one or more items by manufacturers’ names or catalog numbers to describe the standard of quality, performance or other salient characteristics needed to meet the Town’s requirements and which provides for the submission of equivalent products.

Brand Name Specification: a specification limited to one or more items by manufacturers’ names or catalogs

Change Order: a written order amending a purchase order to correct errors, omissions, or discrepancies in purchase orders to cover acceptable overruns and freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered; or to direct other changes in contract execution to meet unforeseen field, regulatory or market conditions.

Competitive Bids or Offers: the solicitation of two or more bids or offers submitted by responsive and qualified bidders or offerors.

ATTACHMENT 1 (continued)

Purchasing Terms and Definitions

Construction: the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Construction Change Order: is a written order authorized by the proper authority, directing the contractor to make changes, which the changes clause of the construction contract authorizes.

Consultants Competitive Negotiation Act (CCNA): is the common name for Section 287.055 of the Florida Statutes concerning the purchasing of Architectural, Engineering (including testing), Landscape Architecture, and Registered Land Surveying and Mapping Services.

Contract: all types of binding agreements, including purchase orders, of the Town of Oakland Park, regardless of what they may be called, for the purchasing of supplies and contractual services.

Contractor: any person or business entity having a contract with the Town of Oakland Park to perform a service or sell a product (same as vendor).

Contractual Services: the rendering of time and effort by a contractor rather than furnishing specific supplies. Contractual services shall not include exempt contractual services as more specifically identified in the Purchasing Ordinance.

Cooperative Purchasing: the purchasing conducted by or on behalf of more than one governmental entity.

Emergency Purchase: A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency by the jurisdiction, that does not allow for the normal, competitive purchasing procedures.

Evaluation Committee: is a group of persons appointed to rank in preferential order those professional firms or individuals interested in providing services on a particular project.

Goods: Supplies or anything purchased or available for purchase, other than real property or services.

Governmental Agency: any agency of the Federal, State, or any Local Government.

Invitation to Bid (ITB): a written solicitation for competitive, sealed bids with the title, date, and time of the public bid opening designated therein and specifically defining the supplies or contractual services for which bids are sought. The Invitation to Bid shall be used when the Town can establish precise specifications that define the scope of work for which a contractual service is required or that define the actual supplies required.

ATTACHMENT 1 (continued)

Purchasing Terms and Definitions

Letter of Interest (Request for Letter of Interest - LOI): a method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

Mandatory Bid Amount: the dollar amount at which the formal bid process is required, unless an exemption is provided in the Ordinance.

Multiple Award Contracts: contracts which provide awards to more than one vendor for the same item.

Non- PO: An unauthorized commitment by Town staff to procure goods or services without a purchase order.

Notice of Award: the written notice by the Town to the apparent successful bidder or offeror stating that upon compliance by the apparent successful bidder or offeror with the conditions precedent to the contract within the time specified, the Town will sign and deliver the contract.

Obsolete Property: any personal property belonging to the Town which can no longer be used for its intended purpose, which has completed its useful life cycle, or whose use has become economically impracticable as determined by the Finance Director.

Personal Property: all Town owned property other than real estate.

Professional Services: any services where the Town is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional service may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by Letter of Interest or Requests for Proposals and selected through competitive selection and negotiation.

Proposals (Request for Proposals - RFP): a written solicitation for sealed proposals with the title, date and hour of public opening designated. A Request for Proposals shall include, but is not limited to, general information, functional or general specifications, statement of work, proposal instructions and evaluation criteria.

Public Improvements: Municipal and other public buildings, bridges, tunnels, streets, and sidewalks.

Finance Director: the principal purchasing official for the Town who is responsible for purchasing of commodities and contractual services, as well as the management and disposal of commodities. Where Finance Director is used in this document, it may be a designee when assigned.

ATTACHMENT 1 (continued)

Purchasing Terms and Definitions

Purchase Order: a purchaser’s document to formalize a purchase transaction with the vendor, conveying acceptance of a vendor’s proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors or suitable references, pertinent to the purchase and performance by the vendor. The purchase order constitutes a contract between the Town and the vendor and, as such, is a legal document.

Purchase Order, Open-end: a purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed the amount of the purchase order. An open-end purchase order may be used as a release and encumbrance document to authorize the Using Agency to order any predetermined amount from an open–end contract on an as–needed basis.

Qualifications (Request For Qualifications – RFQ): An RFQ is a formal invitation from the Town to vendors to submit a statement of qualifications. The RFQ identifies the desired minimum qualifications of the firm, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

Quote: notice by a vendor to the buyer stating the prices, terms, and conditions under which he/she will furnish certain goods or services.

Responsible Bidder or Responsible Offeror: a person or business entity having the capability in all respects to fully perform the contract requirements and the experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance.

Responsive Bidder or Responsive Offeror: a person who has submitted a bid, which conforms in all material respects to the Invitation to Bid or Request for Proposals.

Services: the furnishing of labor, time, and effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements but shall include both professional and general services.

Specifications: any description of the physical or functional characteristics or of the nature of a supply, service or construction item that is prepared by the requesting department. It may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery. Specifications may also contain provisions for inclusion of factors that will lead to the ultimate calculation of lowest total cost. All specifications shall seek to promote overall economy for the purposes intended, and encourage competition in satisfying the Town’s needs and shall not be unduly restrictive.

Sole Brand: the only known reasonable brand capable of fulfilling the needs of the Town.

ATTACHMENT 1 (continued)

Purchasing Terms and Definitions

Sole Source: the only known responsible vendor capable of providing supplies or contractual services to the Town.

State Contracts: are annual term contracts released by the State of Florida Department of Management Services Purchasing Division or any other State of Florida Agency (University, College etc.) that may be utilized at the option of local government using agencies.

Surplus Property: any personal property belonging to the Town, which is capable of being used but is in excess of the normal operating requirements of the Town.

User Department: any department or division of the Town which utilizes any goods, services, or construction procured.

Vendor: any person or business entity having a contract with the Town of Oakland Park to perform a service or sell a product (same as contractor).

ATTACHMENT 2

Vendor Evaluation Guidelines

Responsiveness

Vendors can be determined to be responsive or non-responsive to the solicitation. Vendors are basically responsive to the solicitation if they have provided all the information required as mandatory and have signed the solicitation making the response a bona fide offer. Vendors are basically non-responsive if they have not provided all the required information or have not signed the solicitation.

Depending on the specifications, vendors who meet or exceed the minimum specifications are considered responsive while those that do not meet the required minimum specifications are considered non-responsive.

Responsible

A vendor can also be evaluated to determine if they are “responsible” or “not responsible.” A vendor shall be found to be “not responsible” for reasons including, but not limited to the following;

- The vendor has failed to perform in a satisfactory manner under a prior contract with the Town of Eatonville.
- The vendor has shown poor performance based upon comments from previous and current clients, especially those in the governmental sector. The Town reserves the right in all solicitations issued to contact previous vendor clients to determine the satisfaction or dissatisfaction with the work performed.
- A vendor shows a lack of financial resources to assure contract completion on a timely basis.
- A vendor lacks the necessary training and or experience to fulfill the contract requirements with the proper skill level.
- The vendor has inadequate equipment and/or personnel to properly complete all contract requirements in a timely manner.
- The vendor is unable to secure necessary insurance and bonding (if required by the Town).
- The vendor fails to comply with any other factors relating to completion of the contract on a timely basis and in a proper manner as determined by the Town.

ATTACHMENT 3

Section III. Item #3.

**TOWN OF EATONVILLE, FLORIDA
CHECK REQUEST**

Fund Name:		General Fund				
Fund Number:		001				
Check Payable To:		Mayor or Council				
Mail Payment To:		Mayor or Council				
Address:						
Address:						
City:						
State / Zip Code:						
Telephone Number:						
General Ledger		Description			DEBIT	CREDIT
Account Number:		Purchase Order #	N/A			
		Purchase Order Date:	N/A			
		Invoice #:	N/A			
		Invoice Date:	N/A			
		Due Date:				
		Description of Product/Service:				
	511.511-4000	Candy for Council member to hand out at the			\$277.70	
		Martin Luther King Parade on January XX, 20XX				
			Tax			
			Total Check Amount:		\$277.70	
REQUESTED BY:		Mayor Grant	Department:	Administration		
			Date:			
*Requester must submit all documents and include all information indicated.						
Received by:		Finance - Date:		CAO - Date:		
APPROVED BY:			Date	Check #:		

ATTACHMENT 4

CONFLICT OF INTEREST STATEMENT

For the purposes of determining any possible conflict of interest, all voting members of the Selection/Evaluation Committee for [*Solicitation # and Name*] must disclose if they have an interest in any of the firms responding to the above solicitation as an owner, Corporate Officer, employee of the business or consultant of the firm. Indicate either “yes” (this Town employee is associated with the firm(s) indicated and in what capacity) or “no”. If yes, give firm(s) name(s) and position(s) held with the firm(s).

YES _____

NO _____

Firm name(s) and position(s) held: _____

Signature of Committee Member

Date

(Note: if answer is “yes”, you must file a statement with the Supervisor of Elections, pursuant to Florida State Statutes 112.313)

ATTACHMENT 5

Agreement to Accept the Visa Purchasing Card

Your participation in the Purchasing card Program is a convenience that carries responsibilities along with it. Although the card is issued in your name, it is Town property and should be used with good judgement. Your signature below verifies that you understand the Purchasing card Program guidelines outlined below and agree to comply with them.

- The Purchasing card is provided to employees based on their need to purchase *Town-related* goods and services. A card may be revoked at any time. The card is not an entitlement nor reflective of title or position.
- The card is for *Town-related* purchases only; personal charges are not to be made on the card.
- Each purchase must be approved as dictated by Town Ordinance and purchasing procedure, prior to purchase.
- Making multiple transactions to circumvent purchase limits is not allowed.
- You are the only person entitled to use the card and are accountable for all charges made against the card.
- Improper use of the card can be considered misappropriation of Town funds that may result in disciplinary action, up to and including termination.
- Cardholders must comply with internal control procedures in order to protect Town assets. This includes keeping receipts, reconciling all Purchasing card transactions and following proper card security measures. No purchase should be made without obtaining a receipt.
- Cardholders will be responsible for resolving any discrepancies by contacting the supplier or the bank.
- All Town purchases are exempt from sales tax. The sales tax exemption number is printed on the front of the card. If tax is charged, the employee is responsible for either obtaining a credit or personally reimbursing the Town for any sales tax charged,
- A lost or stolen card should be reported immediately by telephone to the employees' Director, department representative and to the Finance Department at 407-623-8905.
- A cardholder must surrender his or her card upon termination of employment (i.e. retirement or voluntary/involuntary termination). At this point, no further use is authorized.

In return for the purchasing authority delegated and in consideration of the responsibility to properly steward public resources, the Cardholder agrees to undertake the following responsibilities:

- To purchase ethically, fairly and without conflict of interest, to seek the best value in the use of the card.
- To avoid being charged sales tax.
- To ensure that transaction documents are obtained, signed and submitted to the Department Representative on a daily basis. The Cardholder understands that use of the Pcard may be audited, and the Cardholder shall assist reviewers and auditors in examining transactions of the cardholder.
- To comply with the terms and conditions of this agreement and any Purchasing Policy or Procedure which may be subsequently issued.
- To protect and safeguard the Purchasing Card.

ATTACHMENT 5

Agreement to Accept the Visa Purchasing Card (continued)

The undersigned party agrees that if he/she willfully violates the terms of this agreement or is negligent in the use of the Pcard, the Cardholder will be subject to disciplinary action and will reimburse the Town for all incurred charges and any fees related to the collection of those charges.

Purchasing cards are issued to an individual only at the discretion of the Mayor or his/her designee or Department Director. It is understood that the Town may cancel the Cardholders privilege to use the card at any time.

Cardholder Signature Cardholder Printed Name Date

ATTACHMENT 6

APPENDIX A



OWNER DIRECT
PURCHASE FORMS
PACKET

INCLUDES:

- Program Instructions/Checklist (2 pages)
- Invoice Summary Form
- Purchase Order Request Form
- Vendor Information Sheet



Town of Eatonville

OWNER DIRECT PURCHASE - PROGRAM INSTRUCTIONS/CHECKLIST
(Page 1 of 2)

PROJECT DESCRIPTION: _____

The following steps identify actions that the Contractor, Subcontractor, Vendor, and the Town of Eatonville must follow. Use these instructions as a checklist.

1. Subcontractor and Vendor must complete their sections of the **Owner Direct Purchase Packet** and submit the **Packet** to Contractor for further processing. The Town of Eatonville will not be held responsible for construction delays due to the incomplete submission of this packet.

OWNER DIRECT PURCHASE PACKET: Subcontractor and Vendor must complete their sections of the following four documents:

Purchase Order Request Form

- Contractor must complete this form and sign it with an original signature.
- For tracking purposes, Contractor must assign a number to each Purchase Order Request and enter the number in the space provided at the top of the form.

Vendor Information Sheet

- Subcontractor must submit this information sheet to the Vendor.
- Vendor must complete this information sheet and return it to Subcontractor.

W-9 Form (IRS)

- Vendor must complete all pages of the W-9 form and return it to Subcontractor. The W-9 form can be found on the Internal Revenue Service website, www.irs.gov.

Vendor Proposal

- Vendor will submit a proposal to Subcontractor that includes all costs, including taxes.
- Vendor will ensure all items are listed and/or described separately.
- Contractor will submit the Owner Direct Purchase Packet (all four documents) to the Town's Finance Director.

2. The Town's Finance Director and/or designee will review and approve the items.
3. The Town Department managing the project will initiate a purchase requisition in Edmunds and attach a copy of the Direct Owner Purchase Packet (4 documents listed above) and the Certificate of Entitlement.

Town of Eatonville

OWNER DIRECT PURCHASE - PROGRAM INSTRUCTIONS/CHECKLIST
(Page 2 of 2)

PROJECT DESCRIPTION: _____

- 4. Upon approval, the Finance Department will issue a purchase order and Certificate of Entitlement to the vendor.
- 5. Contractor will be responsible for maintaining an Owner Direct Purchase Order Log.
- 6. Upon delivery of the Owner Direct Purchase materials or equipment, Contractor, Subcontractor, and Town’s staff will review the type, quality, and condition of the items and verify the items match those listed on the Purchase Order.
- 7. Invoices:
 - Vendor will submit the invoice(s) to Subcontractor.
 - Subcontractor will complete an Invoice Summary Form for **EACH** purchase order and submit it, along with the invoice(s) and packaging slip(s), to Contractor.
 - Contractor will verify that each invoice and packaging slip is correct by signing the face of the invoice. Contractor will notate the Purchase Order Number on the invoice. Contractor will sign and submit the Invoice Summary Form and corresponding invoice(s) to Town Department managing the project.
 - Town Department managing the project will log and stamp the invoices and the Invoice Summary Form as they are received, obtain appropriate signatures, and forward the approved invoice with associated documentation to Town’s Finance Department for processing.
- 8. Town’s Finance Department will mail the check to the vendor.
- 9. Contractor will prepare a deductive change order on the next payment application for invoices paid during that period. The deductive change order amount must include the sales tax.



Town of Eatonville

OWNER DIRECT PURCHASE - INVOICE SUMMARY FORM

Date: _____

Town of Eatonville
 307 E. Kennedy Blvd.
 Eatonville, FL 32751

Attn: _____

PROJECT DESCRIPTION: _____

The vendor named below supplied materials and/or fixed equipment to the subcontractor named below, for the above-referenced project, on the following invoices:

- Vendor Name: _____
- Type of Materials/Fixed Equipment: _____
- Subcontractor Name: _____

Invoice Number	Invoice Date	Invoice Amount
Total:		\$

Attach additional sheets, if necessary.

Contractor:
 Name: _____
 Signature: _____
 Title: _____

Town Department:
 Name: _____
 Signature: _____
 Title: _____



Town of Eatonville

OWNER DIRECT PURCHASE – PURCHASE ORDER REQUEST FORM

CONTRACTOR’S PURCHASE ORDER REQUEST NUMBER: _____

Date: _____

Town of Eatonville
307 E. Kennedy Blvd.
Eatonville, FL 32751

Attn: _____

PROJECT DESCRIPTION: _____

Please issue an Owner Direct Purchase Order to the vendor named below that is providing materials and/or fixed equipment for the above-referenced project to the subcontractor named below.

- Vendor Name: _____
- Type of Materials/Fixed Equipment: _____
- Subcontractor Name: _____
- The Owner Direct Purchase Order will be issued in the aggregate amount of \$ _____, which is the total amount before sales tax.
- Total Sales Tax Saved on this Purchase: \$ _____

Contractor Information:

Contractor Name: _____

Contractor Address: _____

Contractor Phone: _____ Contractor Email: _____

Contractor Signature: _____ Contractor Title: _____

Town Department:

Name: _____ Signature: _____

Title: _____

Phone: _____



Town of Eatonville

OWNER DIRECT PURCHASE – VENDOR INFORMATION SHEET

PROJECT DESCRIPTION: _____

Please provide information for the vendor that will be providing the materials and/or fixed equipment to the subcontractor named below for the above-referenced project.

- Vendor Name: _____
- Federal Employer Identification No.: _____ (attach vendor’s completed W-9 form)
- Contact Person: _____
- Type of materials/fixed equipment: _____
- Telephone No.: _____
- Mailing Address: _____
- Email: _____
- Subcontractor Name: _____



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

NOVEMBER 7, 2023 AT 07:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: To Present A Proposal For The Automated Traffic Enforcement Safety Device Ordinance For The Town Of Eatonville.

TOWN COUNCIL ACTION: Approval of Ordinance

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: Police Department
INTRODUCTIONS		Exhibits: 1. Ordinance 2. Photo Enforcement Service Agreement
CONSENT AGENDA		
COUNCIL DISCUSSION	X	
ADMINISTRATIVE		

REQUEST: To discuss the proposed automated traffic enforcement safety device ordinance.

SUMMARY: The proposed ordinance will enhance public safety and protection especially during school hours for the students and pedestrians crossing the school zone.

RECOMMENDATION: Staff recommend that the Council discuss the proposed ordinance to ensure public safety and enhance security for students and pedestrians crossing the school zone. It will also generate additional revenue for the town which will help us enhance public safety and improve better policing services within our community.

FISCAL & EFFICIENCY DATA: N/A

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, ORANGE COUNTY FLORIDA, AUTHORIZING FOR USE OF AUTOMATED TRAFFIC ENFORCEMENT SAFETY DEVICES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Eatonville of Orange County, Florida along with the Eatonville Police Department seeks to enhance public safety and protection especially during school hours for the students and pedestrians crossing the school zone; and

WHEREAS, the Town Council of the Town of Eatonville of Orange County, Florida desires to authorize use of automated traffic enforcement safety devices;

NOW THEREFORE BE IT ENACTED BY THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, ORANGE COUNTY, FLORIDA THAT:

SECTION ONE: Sec. 90-287 and marked pursuant to FSS.316.1985 The speed limit within any school zone as provided for in may be enforced by using photographically recorded images for violations which occurred only on a school day during the time in which instructional classes are taking place and one hour before such classes are scheduled to begin and for one hour after such classes have concluded when such violations are in excess of ten miles per hour over the speed limit.

SECTION TWO: AUTHORIZATION

For the purpose of this section [article], the following words and phrases shall have the meanings respectively ascribed to them by this section.

Agent means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (1) provides services to such law enforcement agency or governing body; (2) operates, maintains, leases, or licenses a video recording device; or (3) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automated traffic enforcement safety device for review by a peace officer.

Automated traffic enforcement safety device means a speed detection device that: (1) is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle, including an image of such vehicle's rear license plate; (2) is capable of monitoring the speed of a vehicle as photographically recorded pursuant to subparagraph (1) of this paragraph; and (3) indicates on each photographically recorded still or video image produced the date, time, location, and speed of a photographically recorded vehicle traveling at a speed above the posted speed limit within a marked school zone.

Owner means the registrant of a motor vehicle, except that such term shall not include a motor vehicle rental company when a motor vehicle registered by such company is being operated by another person under a rental agreement with such company.

Recorded images means still or video images recorded by an automated traffic enforcement safety device.

School safety zone means in, on, or within 500 feet of any real property owned by or leased to any public or private elementary, middle, or high school or school board and used for elementary, middle, or high school education.

SEC. 90-287. - Local speed zones

Local speed zones established by the city traffic engineer in accordance with F.S. §§ 316.189 and 316.1895 are:

(1) In the downtown business district, 25 miles per hour on local streets and 15 miles in school zone during school hours of E. Kennedy Boulevard.

Authorization for use of automated traffic enforcement safety devices.

The speed limit within any school zone as provided for in Sec. 90-287 and marked pursuant to FSS.316.1985 may be enforced by using photographically recorded images for violations which occurred only on a school day during the time in which instructional classes are taking place and one hour before such classes are scheduled to begin and for one hour after such classes have concluded when such violations are in excess of ten miles per hour over the speed limit.

SECTION THREE: ADMINISTRATION

For the purpose of this section [article], the following words and phrases shall have the meanings respectively ascribed to them by this section.

Agent means a person or entity who is authorized by a law enforcement agency or governing body to administer the procedures contained here and (1) provides services to such law enforcement agency or governing body; (2) operates, maintains, leases, or licenses a video recording device; or (3) is authorized by such law enforcement agency or governing body to review and assemble the recorded images captured by the automated traffic enforcement safety device for review by a peace officer.

Automated traffic enforcement safety device means a speed detection device that: (1) is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle or of the rear of a motor vehicle being towed by another vehicle, including an image of such vehicle's rear license plate; (2) is capable of monitoring the speed of a vehicle as photographically recorded pursuant to subparagraph (1) of this paragraph; and (3) indicates on each photographically recorded still or video image produced the date, time, location, and speed of a photographically recorded vehicle traveling at a speed above the posted speed limit within a marked school zone.

Owner means the registrant of a motor vehicle, except that such term shall not include a motor vehicle rental company when a motor vehicle registered by such company is being operated by another person under a rental agreement with such company.

Recorded images means still or video images recorded by an automated traffic enforcement safety device.

School safety zone means in, on, or within 500 feet of any real property owned by or leased to any public or private elementary, middle, or high school or school board and used for elementary, middle, or high school education.

SEC. 90-287. - Local speed zones

Local speed zones established by the city traffic engineer in accordance with F.S. §§ 316.189 and 316.1895 are:

(1) In the downtown business district, 25 miles per hour on local streets and 15 miles in school zone during school hours of E. Kennedy Boulevard.

Administration of use of automated traffic enforcement safety devices

- (a) The law enforcement agency, or agent on behalf of the law enforcement agency, operating an automated traffic enforcement safety device provided for under SEC. 90-287 shall maintain a log for the automated traffic enforcement safety device attesting to the performance of such device's self-test at least once every 30 days and the results of such self-test pertaining to the accuracy of the automated traffic enforcement safety device. Such log shall be admissible in any civil enforcement proceeding for a violation issued pursuant to SEC. 90-287. The law enforcement agency, or agent on behalf of the law enforcement agency, operating an automated traffic enforcement safety device shall perform an independent calibration test on the automated traffic enforcement safety device at least once every 12 months. The results of such calibration test shall be admissible in any court proceeding for a violation issued pursuant to SEC. 90-287.
- (b) If an automated traffic enforcement safety device is moved to or placed in a location where an automated traffic enforcement safety device had not previously been moved to or placed in, no citation shall be issued for a violation recorded by that automated traffic enforcement safety device until:

- (1) The Town of Eatonville shall erect signs warning of the use of a stationary speed detection device within the approaching school zone. Such signs shall adhere to the provisions set forth in FSS. 316.1985, shall be visible plainly from every lane of traffic, shall be viewable in all traffic conditions, and shall not be placed in such a manner that the view of such sign is subject to being obstructed by any other vehicle on such highway. Such signs shall be placed within 250 feet prior to the warning sign announcing the reduction of the speed limit for the school speed zone. There shall be a rebuttable presumption that such signs are properly installed pursuant to this subsection at the time of any alleged violation under this article; and
 - (2) That no citation shall be issued for the first 30 days after the first automated traffic enforcement safety device is introduced by a law enforcement agency within a school zone, but rather, a civil warning shall be issued for disregard or disobedience of the speed limit within the school zone.
- (d) The Eatonville Police Department, any law enforcement agency authorized to enforce the speed limit of a school zone, or an agent working on behalf of a law enforcement agency or governing body, shall send by first class mail addressed to the owner of the motor vehicle within 30 days after obtaining the name and address of the owner of the motor vehicle but no later than 60 days after the date of the alleged violation:
- (1) A citation for the alleged violation, which shall include the date and time of the violation, the location of the infraction, the maximum speed at which such motor vehicle was traveling in photographically recorded images, the maximum speed applicable within such school zone, the civil warning or the amount of the civil monetary penalty imposed, and the date by which a civil monetary penalty shall be paid.
 - (2) An image taken from the photographically recorded images showing the vehicle involved in the infraction.
 - (3) A website address where photographically recorded images showing the vehicle involved in the infraction and a duplicate of the information provided for in this paragraph may be viewed.
 - (4) A copy of a certificate sworn to or affirmed by a certified peace officer employed by a law enforcement agency authorized to enforce the speed limit of the school zone and stating that, based upon inspection of photographically recorded images, the owner's motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law.
 - (5) A statement of the inference provided by Florida law and of the means specified therein by which such inference may be rebutted for such violations.
 - (6) Information advising the owner of the motor vehicle of the manner in which liability as alleged in the citation may be contested through an administrative hearing; and
 - (7) A warning that the failure to pay the civil monetary penalty or to contest liability in a timely manner as provided for in subsection (d) of this Code section shall waive any right to contest liability.

- (e) Proof that a motor vehicle was operated in disregard or disobedience of the speed limit of the marked school zone shall be evidenced by photographically recorded images. A copy of a certificate sworn to or affirmed by a certified law enforcement officer employed by a law enforcement agency or a civilian employee who has been to a traffic enforcement and citation review certified course and stating that, based upon inspection of photographically recorded images, a motor vehicle was operated in disregard or disobedience of the speed limit in the marked school zone and that such disregard or disobedience was not otherwise authorized by law shall be prima-facie evidence of the facts contained therein.
- (f) Liability shall be determined based upon a preponderance of the evidence. Prima-facie evidence that the vehicle described in the citation issued pursuant to this Code section was operated in violation of the speed limit of the school zone, together with proof that the defendant was, at the time of such violation, the registered owner of the vehicle, shall permit the trier of fact in its discretion to infer that such owner of the vehicle was the driver of the vehicle at the time of the alleged violation. Such an inference may be rebutted if the owner of the vehicle:
 - (1) Testifies under oath in open court or submits to the court a sworn notarized statement that he or she was not the operator of the vehicle at the time of the alleged violation; or
 - (2) Presents to the court a certified copy of a law enforcement report showing that the vehicle had been reported to law enforcement as stolen prior to the time of the alleged violation.
- (g) A violation for which a civil warning or a civil monetary penalty is imposed pursuant to this article shall not be considered a moving traffic violation for the purpose of points assessment under FSS 322.27. Such violation shall be deemed noncriminal, and imposition of a civil warning or civil monetary penalty pursuant to this article shall not be deemed a conviction and shall not be made a part of the operating record of the person upon whom such liability is imposed, nor shall it be used for any insurance purposes in the provision of motor vehicle insurance coverage.
- (h) Any court having jurisdiction over violations of SEC. 90-287 (a) shall have jurisdiction over cases arising under this article and shall be authorized to impose the civil monetary penalty provided for by this subsection. Except as otherwise provided pursuant to Florida law, the provisions of law governing jurisdiction, procedure, defenses, adjudication, appeal, and payment and distribution of penalties otherwise applicable to violations under this article shall apply to enforcement under this article; provided however, that any appeal from county or state court shall be by application in the same manner as that provided by FSS. 318.14.

SECTION FOUR: VIOLATIONS AND PENALTIES

Violations and penalties.

- (a) Any person who violates any provision of this article shall be subject to the civil penalties set forth in SEC. 90-287, including a fine in the amount of \$100.00.
- (b) Any person contesting the citation violation and is found guilty by the Code Enforcement Magistrate will pay the administrative fee of \$ 150.

SECTION FIVE: CONFLICTS: All Ordinances or parts of Ordinances in conflict therewith are hereby repealed.

SECTION SIX: SEVERABILITY: Should any section or part of this Ordinance be declared invalid by any court of competent jurisdiction such adjudication shall not apply to or effect any other provision(s) of this Ordinance, except to the extent that the entire section or part of a section may be inseparable in meaning and intent from the Section to which such holdings shall apply.

SECTION SEVEN: EFFECTIVE DATE: This Ordinance shall take effect immediately upon passage and adoption.

DULY ADOPTED at a Public Hearing this _____ day of _____

Time Adopted ____ PM.

FIRST READING HELD this _____ day of _____ S _____ 2023, A.D.

	AYE	NAYE	ABSENT
Mayor Angie Gardner:	_____	_____	_____
Vice Mayor Rodney Daniels:	_____	_____	_____
Councilman Marlin Daniels	_____	_____	_____
Councilwoman Wanda Randolph	_____	_____	_____
Councilman Theo Washington:	_____	_____	_____

SECOND READING HELD this 18th day of September, 2023, A.D.

	AYE	NAYE	ABSENT
Mayor Angie Gardner:	_____	_____	_____
Vice Mayor Rodney Daniels:	_____	_____	_____
Councilman Marlin Daniels:	_____	_____	_____
Councilwoman Wanda Randolph	_____	_____	_____
Councilman Theo Washington:	_____	_____	_____

DULY ADOPTED at a Public Hearing this ____ day of _____

Angie Gardner, Mayor

ATTEST:

Veronica King
Town Clerk

Approved as to Form and Legality
Cliff Shepard, Town Attorney

Photo Enforcement Services Agreement

Eatonville Police Department

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this [] day of October, 2023 (the "Effective Date"), by and between Altumint, Inc., a Maryland corporation with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 ("Altumint"), and the Eatonville Police Department with an office at 11 People St A, Maitland, FL 32751 ("Client").

1. Background

Whereas, Altumint is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies using Altumint's proprietary systems (as more specifically described herein below, the "Services"); and

Whereas, Client is an authorized municipality or government agency with a need for such Services; and

Whereas, Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services.

Now, therefore, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Altumint agree as follows:

2. Services

During the Term of this Agreement, and in consideration of the Fees specified in Schedule A ("Altumint Fees"), Altumint shall use reasonable commercial efforts to provide the Services to Client in accordance with the terms and conditions of this Agreement. Services shall include the following:

a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain traffic violation detection systems, which work in conjunction with a photographic, video, or electronic camera and may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("Monitoring System") to detect and record potential traffic violations at the service locations(s) selected by Client ("Recorded Events"). Client agrees to operate the Monitoring System in a manner consistent with the terms and conditions of this Agreement. The Client also agrees to operate all Monitoring Systems in compliance with applicable and prevailing laws of the state and/or local jurisdiction.

b. Initial Validation of Recorded Events

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. Client will have the sole and exclusive responsibility

for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a citation thereafter.

c. Motor Vehicle Records

Altumint will promptly retrieve applicable Motor Vehicle Administration (“MVA”) records from Florida and other states’ databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of MVA records. The retrieval of MVA records by Altumint is solely for the purpose of presenting such information to Client and Client shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Client.

d. Access to Website

After Altumint has completed its preliminary review of Recorded Events data, Altumint shall post Recorded Events data not filtered by Altumint to Altumint’s proprietary VioView™ software via the internet to allow for Client’s review of Recorded Events on Altumint’s website and authorization and issuance of citations. Availability of the website and VioView software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond Altumint’s control. Altumint will not be responsible for any such reasonable unavailability or downtime. Client’s use of the website and VioView software is governed by the terms of this Agreement and the Terms of Service posted on the website.

e. Payments by Mail and Online

Citation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint’s third-party processor, will process payments made by mail and, at no additional cost to Client, provide the capability for individuals receiving citations to view and pay citations online by credit card. All citations and delinquent notices will expressly state that all payments of fines are to be made payable to Client at the designated physical or website address. All payments of citations will be deposited into the Lockbox Account described in Section 8 below. Payments of citations will be tracked using the system of record, VioView Financial Tracking System (“VioView FTS”).

f. Citations and Delinquent/Final Notices, Printing, and Mailing

Altumint, directly or through Altumint’s printing services provider, at no additional cost to Client, will print and mail a citation issued by Client or Client’s Approving Authorities (as defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding citation (collectively, “Notices”) to the registered owner/lessee/other of motor vehicles bearing State of Florida plates and out-of-state plates to whom a citation has been approved

by Client. Such Notices will be in a fixed, standardized format pre-approved by Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A of this Agreement. Client will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Citations will be mailed to the individual and address specified on the issued citations, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued citation, unless an updated address becomes available to Altumint.

g. Hearings

Altumint will make available, at Altumint's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that Altumint received at least thirty (30) days prior written notice of each such hearing. Altumint is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests Client will reimburse Altumint for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses and time at the expert's then-current hourly rate.

h. Maintenance and Support

Altumint will, in a timely and prompt manner, maintain and service the Monitoring System and assist Client personnel who operate the Monitoring System. Altumint will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

i. Training

Altumint, at no additional charge to Client, will be responsible for training Client to operate the Monitoring System. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

j. Service Locations

Altumint shall provide to Client, without charge, technical advice as to the feasibility of proposed Service Locations.

k. Citizen Inquiries

Altumint shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such citations, billing and payment procedures and status of payments and hearing dates. Altumint may employ the services of a customer service call center; Client specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described

hereunder.

I. Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Altumint, in consultation with Client, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Altumint shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

m. Collections Support

Altumint acknowledges that Client may place the collection of unpaid citations issued pursuant to the terms and conditions of this Agreement and past due debt owed to Client resulting from past due citations and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred. In association with contractual agreements referenced hereunder, Altumint is hereby authorized to provide a third party with whom the Client contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but Client is not obligated to use the third party provided by Altumint. Altumint's obligations to cooperate and provide information to any third party whom the Client contracts to provide debt collections services shall continue throughout the term of the Agreement and for a period of twenty-four (24) months following the termination of this Agreement. Client agrees to pay Altumint an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collections effort performed by a third party.

3. Client's Responsibilities

Client acknowledges that certain aspects of the Service require the participation and cooperation of Client, without which Altumint's performance of the Services may be significantly impaired or delayed. Client is responsible for the following:

a. Service Location

Client will select the location(s) at which the Monitoring System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location that in Altumint's opinion is technically infeasible. Client may not use the Services for any purpose not allowed by law.

b. Preserve the Monitoring System

Client acknowledges that the Monitoring System used to detect and record Recorded Events consists of valuable personal and intellectual property of Altumint. Client agrees to use its

best efforts to safely operate, protect and preserve the Monitoring System during the term of this Agreement, including, but not limited to, restricting movement of and access to the Monitoring System by anyone other than Client and Altumint personnel.

c. Operate the Traffic Monitoring System

After installation, the Client has the sole responsibility to operate the traffic Monitoring System, subject to equipment maintenance and the functions outlined in this Agreement as the responsibility of Altumint.

d. Complete Operator Training

Client will complete training by Altumint in the procedures for setting up and operating the Monitoring System. Altumint, at no additional cost to Client, will issue upon request a signed certificate to Client on completion of training.

e. Maintain Daily Self-Test Log

Client will maintain a daily self-test log when applicable to record the Monitoring System's self-test results.

f. Designate Citation Approving Authorities

Client shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue citations for such identified violations using the VioView™ software and website. Client has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue citations for the pertinent traffic violations. Altumint will assign those authorities a login-ID for accessing VioView™ software and website. The parties agree that Altumint shall not be the Approving Authority.

g. Safeguard Login Information

Client will receive one (1) login-ID to VioView per Approving Authority. Client acknowledges that VioView login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue citations. Client shall be solely and exclusively responsible for safeguarding VioView login-IDs and ensuring that unauthorized individuals do not gain access to VioView. Altumint will also provide Client one (1) VioView FTS login-ID for the exclusive use by individuals authorized by Client to view citations and financial information. It shall be the Client's responsibility to safeguard the VioView FTS login-ID as issued. Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of VioView FTS is governed by the terms of service posted on the VioView website.

h. Collection of Citation Payments by Client

Client shall not collect citation payments in any manner that is inconsistent with the provisions of this Agreement. Client shall instruct individuals to either pay online or mail all such

payments to the Lockbox Account described in the Distribution of Funds Section.

4. Credit Card Processing

Altumint will provide the capability for individuals receiving citations to pay their citations by credit card at no additional charge to Client. Altumint will provide individuals receiving citations access to its website via the internet to view and pay citations online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to charge a reasonable credit card convenience fee to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Altumint. If Altumint charges a credit card convenience fee, Altumint shall disclose said fee on the payment portal of its website.

5. System Ownership, Operation, Maintenance, and Modifications

- a. Altumint does not convey any equipment or system to Client. Equipment or system or any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. In the event Altumint determines, in its sole discretion, that Client is not utilizing all or any part of the Monitoring System in a sufficient manner, Altumint may recall all or any of its Monitoring System and Client agrees to make such recalled portion of the Monitoring System immediately available for retrieval by Altumint.
- b. Monitoring System or equipment replacement, repairs, upgrades or modifications which, in the reasonable opinion of Altumint, are required as a result of neglect, misuse, theft or loss while in the Client's Possession, including without limitation a repair arising from in in connection with the use of software other than software provided by Altumint, shall be made at the sole expense of Client, including but not limited to, the actual cost of the repair or replacement of said system, along with labor (at Altumint's then-current hourly rate), shipping, and travel expenses, as applicable. Otherwise, all such Monitoring System or equipment replacement, repairs, upgrades or modifications shall be made at the sole expense of Altumint.
- c. Upgrades to Altumint's Monitoring Systems and/or reinstallations and/or modifications of hardware or software which are requested in writing by the Client but reasonably not deemed necessary or required for proper system operation by Altumint, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current hourly rate. Altumint must provide to the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by Client in writing and conform to Client's billing practices prior to Altumint undertaking the upgrade(s).

6. Software Training and Support

Throughout the Term of this Agreement, Altumint at no additional cost to Client, agrees to provide training for Altumint's VioView and VioView FTS software and website. Altumint will provide a reasonable number of reference manuals describing the features and operations for VioView and VioView FTS. Altumint will endeavor to provide updates to VioView and VioView FTS software within a reasonable time after they become generally available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).

7. Altumint Fees

- a. **Fees.** In exchange for the Services described in this Agreement, Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from VioView FTS. Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from VioView FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and Client will have access to VioView FTS reports. Altumint will use these reports to calculate fees due to Altumint.
- b. **Cost Neutrality.** Altumint, and not Client, shall be responsible for all ongoing costs of the program. Specifically, Client shall not pay any "upfront" or capital costs for the Monitoring System. In the event that the total monthly fees set forth in Schedule A exceed the gross revenues of fines collected in a given month, the remaining unpaid fees shall "rollover" and be added to the following month's fee total. Upon the termination or expiration of this Agreement, to the extent any unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven and no payment will be owed by Client.
- c. **Fee Increases.** Fees may be increased at the end of each contract year by the lesser of: (i) three percent (3%); or (ii) the increase in the Consumer Price Index over the preceding eighteen (18) months. Altumint shall provide thirty (30) days' written notice prior to any such increase.

8. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, on a monthly basis, on Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute to Client funds deposited net of the Fees set forth in Schedule A,

and distribute the remainder of the funds to Altumint for services provided. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

9. Confidentiality

Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Sections 2(c) and 2(f) of this Agreement, to anyone except as required by law (including the Florida Sunshine Act), or by mutual agreement.

10. Term, Commencement of Service, and Termination

A. Term

The term of this Agreement shall start on the “go-live” date and remain in effect for a period of five (5) years (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement will automatically renew for two (2) successive periods of three (3) years each (each three (3) year period being a “Renewal Term”, and collectively with the Initial Term is referred to as the “Term”) upon the same terms and conditions. If either Client or Altumint elects not to renew, it must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

B. Termination for Default

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party or within ten (10) days after receipt of such notice if such breach relates to the non-payment of Fees or other amounts owed hereunder or a breach by Client which materially compromises the security of the Services or Confidential Information.

C. Termination for Reason Other Than for Default

Notwithstanding subsection (a) above, should changes in law or regulation mean that Client is no longer authorized to operate and/or contract for the Services or the purposes of this Agreement be frustrated for reasons not attributable to the Client or Altumint, then Client may terminate this Agreement upon sixty (60) days prior written notice to Altumint and declare the effective date of such termination. Upon termination under this subsection the Client and Altumint shall reconcile amounts owed and/or to which each is entitled under this Agreement up to the date of termination of this Agreement.

D. Effect of Termination

In the event of any termination of this Agreement, Client will suspend operations of the Monitoring System and return to Altumint such Monitoring System upon providing or receiving a notice of termination. Client will return to Altumint within ten (10) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to Client hereunder. Altumint and Client for a period of twenty-four (24) months after

the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts relating to any citations for a period of twenty-four (24) months after the termination date.

E. Suspension of Services

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and Client shall continue the processing of all citations based upon such Recorded Events.

F. Survival of Certain Terms

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

11. Representations and Warranties

Client represents and warrants that:

- a. Client is a tax-exempt entity under the rules of the Internal Revenue Service and will provide Altumint a copy of its tax-exempt status upon request.
- b. Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.

Altumint owns and has the right to use, and make available for use by Client, VioView, VioView FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

No Other Warranties

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF THE SYSTEM OF ALTUMINT.

12. Insurance and Limitation of Liability

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive

general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Florida for the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Florida and Employers' Liability limits of \$500,000.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter as requested by Client, Altumint shall provide Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO ALTUMINT BY CLIENT HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO A CLAIM ARISING. IN NO EVENT WILL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

13. Indemnification

Altumint shall hold Client harmless from any liability arising from Altumint's performance of this Agreement and Client shall hold Altumint harmless from any liability arising from Client's performance of this Agreement. Nothing in this paragraph waives any immunity provided by laws or rights under the Florida Tort Claims Act as those relate to third-party claims against Client. This paragraph does not affect the obligations of Client under Distribution of Funds in Section 8.

14. Compliance with Laws

Altumint and Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and Client further agree that, unless authorized by Client, the information provided by Client and/or MVA databases including the names and addresses and associated information of persons and entities that have received a citation, shall remain confidential and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or solicitations.

15. Force Majeure

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

16. Independent Contractors

With respect to each other, Altumint and Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

17. Assignment

Neither Altumint nor Client is permitted to assign this Agreement without the prior written consent of the other party, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

18. Governing Law

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in the State of Florida. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements.

19. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

20. Retention of Records by Altumint

Altumint will store recorded images associated with issued citations and related citation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with the following rules per HB 657 enacted July 1, 2023:

- a. Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event.

- b. Altumint will provide the county or municipality with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency, a "custodian," nor an "official custodian of a "public record"" as those terms are defined under the Florida Sunshine Law (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme, and Altumint is not an "authorized individual who has physical custody and/or control of a public record." Client has not hired Altumint, nor does Altumint serve, in any capacity as a custodian of Client's records, including but not limited to any records identified in this Agreement or in this Section.

21. Entire Agreement

This Agreement contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

22. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

23. Counterparts

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. Execution

Execution of this Agreement is dependent upon Town Council approval of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have affixed their signatures below:

<p>Altumint, Inc.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>Eatonville Police Department</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Schedule A
PHOTO SERVICES ENFORCEMENT AGREEMENT
EATONVILLE POLICE DEPARTMENT
AND
ALTUMINT, INC

Contract and pricing are based on mutually agreeable enforcement locations.

1. **Service Location:** School zone speed enforcement zones as directed by CLIENT.
2. **Fee due to ALTUMINT:** For the provisioning, deployment, operation, maintenance & service of each Monitoring System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Monitoring System(s)	Number of Systems	Monthly Rental Fee for Each Monitoring System	Fixed Violation Processing Fee
BlackHawk™	1	\$3,499	No additional charge for the first 1,000 total mailed violations each month. Each additional violation is \$8 per mailed citation.

3. **Collections Administrative Fee:** CLIENT shall pay ALTUMINT an additional Processing and Administrative Fee of \$10 for each violation payment made through a collections agency.
4. **Additional Items Included at no charge:** Up to 2 Flock Safety Falcon LPR Cameras.



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

NOVEMBER 07, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: To Discuss Organizing A Veterans Expo Within The Town of Eatonville
(Councilman M. Daniels).

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">N/A
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Discussion on organizing a Veterans Expo Within The Town of Eatonville in support active veterans.

SUMMARY: A Veterans Expo will benefit the Town of Eatonville by offering resources and services to veterans of all ages, men, and women, from all branches of service and their families. The Expo can be a wonderful opportunity to ensure that eligible individuals are aware of the benefits they have earned. They will also be able to meet and connect with vendors and agencies who share in the interest of veterans. The expo can consist of businesses, community service providers, healthcare professionals, VA benefits organizations, education/training providers, among many other advantages.

RECOMMENDATION: Recommending a discussion on the possibility of organizing a Veterans Expo Within The Town of Eatonville in support active veterans.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

NOVEMBER 07, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: To Discuss the Status on the Impact Fees (Councilman M. Daniels).

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		Exhibits: • N/A
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Discussion on the status of implementing impact fees with the Town of Eatonville.

SUMMARY: Town Council seeks an update on the status of implementing impact fees within the Town of Eatonville since the Moratorium Ordinance 2023-6 date of adoption on May 2, 2023.

RECOMMENDATION: Recommending a discussion on the status of implementing impact fees with the Town of Eatonville.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

NOVEMBER 07, 2023 AT 06:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: To Discuss Repealing Ordinance 2010-18 and Creating A More Current Ordinance (Councilman M. Daniels).

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">N/A
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: Discussion on Repealing Ordinance 2010-18 and Creating A More Current Ordinance.

SUMMARY: The Town Council finds it necessary to repeal Ordinance #2010-18, of the Town of Eatonville Code of Ordinance, which establishes and levies the Town's Business Taxes, in order to remain consistent with the above referenced State legislation. If the will of the council results in the repealing of Ordinance 2010-18, it further the intent to create a more current up to date Ordinance on the stated matter.

RECOMMENDATION: Recommending a discussion on Repealing Ordinance 2010-18 and Creating A More Current Ordinance.

FISCAL & EFFICIENCY DATA: N/A