



HISTORIC TOWN OF EATONVILLE, FLORIDA COUNCIL WORKSHOP ****NEW RESCHEDULED DATE**** AGENDA

Tuesday, March 26, 2024, at 6:30 PM

Town Hall - 307 E Kennedy Blvd

Please note that the HTML versions of the agenda and agenda packet may not reflect changes or amendments made to the agenda.

I. CALL TO ORDER

II. CITIZEN PARTICIPATION (Three minutes strictly enforced)

III. PRESENTATIONS

- 1.** Presentation on the Neighborhood Centers for Families (NCF) (**Councilman Marlin Daniels**)

IV. COUNCIL DISCUSSION

- 2.** Discussion of the Town of Eatonville Wholesale Sewer Service Agreement With City of Altamonte Springs (**Public Works**)

- 3.** Discussion of a Public Record Request Management Tool (**Clerk's Office**)

- 4.** Discussion of Communication Solutions for the Town and its Residents (**Clerk's Office**)

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

MARCH 26, 2024, 6:30 PM

Cover Sheet

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

ITEM TITLE: Presentation on the Neighborhood Centers for Families (NCF).
(Councilman Marlin Daniels)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS	YES	Department: LEGISLATION
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none">• Presentation handout
CONSENT AGENDA		
COUNCIL DISCUSSION		
ADMINISTRATIVE		

REQUEST: For Town Council to hear a presentation on the Neighborhood Centers for Families (NCF).

SUMMARY: Neighborhood Centers for Families (NCF) is a stakeholder within the Town of Eatonville, a one-stop centers that provide residents with a multitude of valuable services within their communities. Funded by the Orange County Citizens’ Commission for Children, services are offered at 13 locations throughout the County.

They offer counseling programs, tutoring, employment skills, case management, senior activities, limited health services, and so much more

The presentation will be given by Jennifer Williams.

RECOMMENDATION: For Town Council to hear a presentation on the Neighborhood Centers for Families (NCF).

FISCAL & EFFICIENCY DATA: N/A.




**ORANGE COUNTY
CITIZENS'
COMMISSION
FOR CHILDREN**

EATONVILLE NEIGHBORHOOD CENTER FOR FAMILIES

February 2024




1



CITIZENS' COMMISSION FOR CHILDREN

- Since 1989, the Orange County Citizens' Commission for Children has provided funding and monitoring of local human service programs that address the needs of children and families in Orange County. As a leader in a dynamic and diverse community, the CCC embraces its role as an innovator in the growth and transformation of the philosophies and performance-based funding systems of services that touch the lives of countless residents in our community.



2

NEIGHBORHOOD CENTER FOR FAMILIES

- Neighborhood Centers for Families (NCF) are one-stop centers that provide residents with a multitude of valuable services within their communities. Funded by the Orange County Citizens' Commission for Children, services are offered at 13 locations throughout the County. They offer counseling programs, tutoring, employment skills, case management, senior activities, limited health services and so much more.

See the list below for the NCF near you...

Don't see the service you need? Call the NCF nearest you for more community resource information and referrals.

Apopka Zelwood 6265 Wilcox St Zelwood, Florida 32798 407-254-9430	Free Hills 2904 Bello Dr. Orlando, FL 32808 407-294-3519	Satellite Office 2080 Beecher Street Orlando, FL 32808 407-294-3519
Bibbico Christmas 15510 Madison Ave. Orlando, FL 32820 407-254-8400	Taft 9526 S. Orange Ave. Orlando, FL 32824 407-254-1860	Target Park 5115 Kado St. Orlando, FL 32819 407-226-1714
Englewood 15951 La Costa Orlando, FL 32807 407-751-7906	Union Park 3645 East Colonial Dr. Orlando, FL 32817 407-207-1684	West Orange 303 SW Crown Point Rd. Winter Garden, FL 34787 407-254-1930
Lake Weston 5500 Milan Dr. Orlando, FL 32810 407-286-2917	Lake Mitchell-Avey Lane 5151 C Raleigh St. Orlando, FL 32811 407-254-8491	Winter Park 801 W. Webster Ave. Winter Park, FL 32789 407-622-2911
Dale Ridge 190 Arundel Ln. Orlando, FL 32809 407-850-5101		

3

NEIGHBORHOOD CENTER FOR FAMILIES

Each NCF is uniquely designed to address the needs of its surrounding community and offers flexible hours of service in a family-friendly and accessible location. Childcare stipends, through Community Coordinated Care for Children, Inc. (4C) are also available for clients who are actively enrolled in services.

- Each NCF is made up of non-profit organizations, government agencies, churches and community groups working together to address the specific needs of the surrounding community. These organizations collaborate to provide intergenerational programs, services and activities that address the needs of the entire family.



Almost all services are offered free of charge.

4

HOW DO FAMILIES QUALIFY?


- Orange County Resident
- No Income Requirements
- No Social Security Numbers

Judgement Free Zone

5

TYPES OF SERVICES

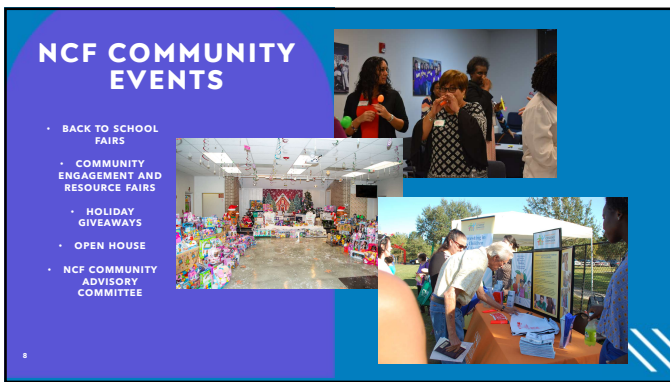
- Case Management
- Counseling
- Health & Nursing Services
- Tutoring
- Parent Education
- Alternative to School Suspension
- Employability skills and job fairs
- After School and summer youth programs
- Senior Activities
- Recreation and community events
- 4C Childcare Referrals and much more.



6



7



8



9

Section III. Item #1.





HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

MARCH 26, 2024, AT 06:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of the Town of Eatonville Wholesale Sewer Service Agreement With City of Altamonte Springs (**Public Works**)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: PUBLIC WORKS DEPARTMENT
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none">Wholesale Sewer Service Agreement
COUNCIL DISCUSSION	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: For the Town Council to review and approve the Wholesale Sewer Service Agreement with the City of Altamonte Springs, Florida.

SUMMARY: This agreement replaces all prior sewer treatment agreements between Eatonville and Altamonte Springs. The current agreement relies on a fixed monthly volume for billing, but the new agreement will use actual wastewater flow measured at Eatonville's lift station. This aims for more accurate billing.

Eatonville has approved for construction new development that will send additional wastewater flows to the Altamonte Springs system that may exceed the current baseline billing flow of 252,893 gpd and Altamonte Springs desires to be compensated for the extra flows; The agreement sets a limit of 600,000 gallons per day (gpd) with a surcharge for exceeding that limit.

The agreement aims to benefit both parties: Altamonte Springs will receive more accurate billing and accommodate Eatonville's growth, while Eatonville will receive wastewater treatment and disposal services for its existing and future customers in a designated area.

RECOMMENDATION: The Administration is recommending the Town Council approve the updated Wholesale Sewer Service Agreement with the City of Altamonte Springs, Florida.

FISCAL & EFFICIENCY DATA: Current the FY 2023-24 Budget has a reoccurring contractual services budget line-item 400-0536-536-3410.

**WHOLESALE SEWER SERVICE AGREEMENT BETWEEN
THE CITY OF ALTAMONTE SPRINGS AND THE TOWN OF EATONVILLE**

THIS WHOLESALE SEWER SERVICE AGREEMENT (the “**Agreement**”), is made this _____ day of _____, 2024, by and between the **CITY OF ALTAMONTE SPRINGS**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "**Altamonte Springs**" and the **TOWN OF EATONVILLE**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "**Eatonville**". Altamonte Springs and Eatonville may sometimes be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, Altamonte Springs operates and maintains the “Altamonte Springs System,” as defined herein, comprised of wastewater collection, transmission, treatment, and disposal facilities which include, but are not limited to pipes, lift stations, pumps, force mains, and all other appurtenant equipment and facilities used by Altamonte Springs to transmit wastewater to the headworks of the Altamonte Springs Regional Water Reclamation Facility and to treat and dispose of wastewater through the treatment processes at the Altamonte Springs Regional Water Reclamation Facility, located in Seminole County, Florida; and

WHEREAS, Eatonville operates and maintains the “Eatonville System,” as defined herein, comprised of wastewater collection and transmission facilities which include, but are not limited to, pipes, lift stations, pumps, force mains, meters, and all other appurtenant equipment and facilities used by Eatonville to collect and transmit wastewater from certain users of the Eatonville System to the Altamonte Springs System under existing agreements between the Parties; and

WHEREAS, the Parties have previously entered into an agreement for wholesale sewer treatment and disposal services, which agreements include, without limitation, the January 7, 1982 and the February 24, 1999 Amendment (collectively, the Prior Agreements).

WHEREAS, the existing aforesaid agreements for wholesale sewer treatment and disposal service rely on a monthly payment formula for Altamonte’s treatment and disposal of wastewater based upon metered potable water consumption for individual Eatonville customers that may not accurately reflect the volume of wastewater transmitted by Eatonville to the Altamonte Springs Regional Water Reclamation Facility for treatment and disposal services; and

WHEREAS, the parties previously agreed to a monthly fixed volume of billing of 252,893 gallons per day (gpd) which has been the basis for billing since approximately the year 2000; and

WHEREAS, Eatonville completed in September 2020 improvements to the master wastewater lift station on Park Place that included metering of actual wastewater flows from that lift station; and

WHEREAS, Eatonville represents that all existing wastewater flows transmitted to Altamonte Springs system are pumped or repumped from the Park Place master lift station, a private lift station at the northeast corner of Keller Road and Kennedy Boulevard, and other known (and unknown) private lift stations which contribute flow to the Altamonte Springs System; and

WHEREAS, Eatonville conveys their wastewater flows through a force main owned and operated by Eatonville that terminates at a manhole at the corner of McNorton Road and Keller at which point the flow enters the Altamonte Springs system; and

WHEREAS, Altamonte Springs desires to rely on metered wastewater flows for billing purposes wherever and whenever possible to more accurately reflect wastewater flows transmitted to Altamonte Springs system; and

WHEREAS, Eatonville has approved for construction new development that will send

additional wastewater flows to the Altamonte Springs system that may exceed the current baseline billing flow of 252,893 gpd and Altamonte Springs desires to be compensated for the extra flows; and

WHEREAS, Eatonville agrees not to exceed a total wastewater flow to the Altamonte Springs System of 600,000 gpd, and in the event flows do exceed 600,000 gpd, Altamonte Springs will be compensated an additional fifty percent (50%) surcharge for the extra flows; and

WHEREAS, it is the desire and intent of the Parties to void the aforesaid agreements in their entirety and to: (i) consolidate, supersede, and replace all previous agreements to include, without limitation, the Prior Agreements dated January 7, 1982 and February 24, 1999, with this Agreement; (ii) harmonize wholesale sewer treatment and disposal service business practices under a unified agreement (iii) provide for expanded sewer service to Eatonville through the Altamonte Springs System to accommodate new development and redevelopment of Eatonville projects; (iv) more accurately measure Eatonville's wastewater flows transmitted for treatment and disposal services to Altamonte; and (vi) accomplish the mutual goals and needs of the Parties for continued wastewater treatment and disposal services through the Altamonte Springs System; and

WHEREAS, Eatonville desires to use the Altamonte Springs System on a wholesale basis for the treatment and disposal of the wastewater collected by Eatonville to serve its existing and future customers within specific areas, said specific areas being a portion of Eatonville's wastewater utility service area, which are depicted in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Eatonville Wholesale Sewer Service Area**"); and

WHEREAS, Altamonte Springs agrees to treat and dispose of the wastewater flows from the Eatonville Wholesale Sewer Service Area for Eatonville's present and future needs, for the consideration hereafter set forth and according to the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements, and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 INCORPORATION OF RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.

2.0 DEFINITIONS. The Parties agree that in constructing this Agreement, the following words, phrases, and terms shall have the following meaning unless the context clearly indicates otherwise:

2.1 “Agreement” – This Wholesale Sewer Service Agreement between Altamonte Springs and Eatonville for wastewater treatment and disposal as it may from time to time be modified by written amendment executed by the Parties.

2.2 “Altamonte Springs Regional Water Reclamation Facility” - Treatment and disposal facilities used by Altamonte Springs to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable regulatory requirements.

2.3 “Altamonte Springs System” - The wastewater collection, transmission, treatment, and disposal facilities owned, operated and maintained by Altamonte Springs to accept, treat, and transmit Eatonville’s wastewater flows from the Connection Point in accordance with the terms and conditions of this Agreement.

2.4 “Annual Average Daily Flow (AADF)” – Shall be calculated as the total wastewater flow delivered by Eatonville at the Connection Point for treatment and disposal during the Annual Payment Period divided by 365 days.

2.5 “Annual Payment Period” – The Annual Payment Period shall begin on October 1 of each calendar year and end on September 30 of the next following calendar year.

2.6 “Change or Expanded Use” - Any substantial modification to any user’s building from the approved Development Plan that increases the building square footage or results in a change in the ERU classification as defined by the Altamonte Springs Code of

Ordinances (e.g., from retail to restaurant use; from commercial to a school facility use; from single family residence to commercial use; etc.). In the case of an increase of a commercial building square footage or change in the ERU classification, Altamonte Springs shall evaluate the proposed change to determine whether additional Connection Fees shall be due as a result of such Change or Expanded Use.

2.7 “Connection Fees” – Impact fees and charges established by the Altamonte Springs Code of Ordinance and collected by Altamonte Springs as described by this Agreement to purchase wastewater service capacity for new utility connections or expanded utility services as a result of a Change or Expanded Use.

2.8 “Connection Point” – The location where the Eatonville Transmission Facilities connect to the Altamonte Springs System. The Connection Point is shown on **Exhibit “C” - Transmission Facilities Plan.**

2.9 “Development Plans” – The engineering and/or architectural drawings, engineering reports, and other supporting documents prepared by a developer’s consultant for the purposes of site/building development.

2.10 “Effective Date” - The Effective Date of this Agreement shall be the last date that this Agreement is executed by either of the Parties hereto.

2.11 “Emergency Condition” means a condition that necessitates an expeditious delivery of wastewater to prevent or combat imminent peril to the public health, safety, or welfare and may include a natural disaster or other “Force Majeure” event.

2.12 “ERU” – An equivalent residential unit as established by the terms and definitions of the Altamonte Springs Code of Ordinances.

2.13 “Existing Customer Base” - Those existing users presently connected to the Eatonville System within the Eatonville Wholesale Sewer Service Area and transmitting

flows to the Altamonte Springs System as of the date of this Agreement, and those existing users presently connected to Eatonville’s existing central sewer system within the Eatonville Wholesale Sewer Service Area as identified on **Exhibit “A”**.

2.14 “Eatonville System” – The wastewater collection and transmission facilities which include, but are not limited to pipes, lift stations, pumps, force mains, meters, and all other appurtenant equipment and facilities used by Eatonville to collect and transmit wastewater from certain users of Eatonville’s wastewater system to the Altamonte Springs System in accordance with the terms and conditions of this Agreement.

2.15 “Eatonville Transmission Facilities” – The wastewater transmission pipes, and other facilities and appurtenances, constructed by Eatonville individually or in partnership with others, used to transmit wastewater flows to the Altamonte Springs System at the specified Connection Point. The Eatonville Transmission Facilities currently include, but are not limited to, the force main on Keller Road. Collectively, these key wastewater transmission pipe conveyances transmit wastewater flows to the Altamonte Springs System. It is understood that Eatonville shall own, operate, and maintain the Eatonville Transmission Facilities to its Connection Point at the Altamonte Springs System in accordance with the terms and conditions of Agreement. The Eatonville Transmission Facilities shall be shown on **Exhibit “C” - Transmission Facilities Plan**.

2.16 “Estimated Flows” – Eatonville has (at least) two private lift stations connected to their system for which there is no meter. These are the private lift station at the northeast corner of Keller Road and Kennedy Boulevard and a small private lift station from a business located on Kennedy Boulevard. Eatonville will review the potable water consumption history for these properties and will determine the estimated flow based on monthly water use. Periodically, or upon request from Altamonte Springs, Eatonville will redetermine the estimated flows based on the formula above. If either Altamonte Springs or Eatonville discovers additional private lift stations contributing unmetered flow to the Eatonville transmission system, the same methodology will be used to incorporate that flow into the estimated flow calculations.

Notwithstanding the foregoing, and subject to Section 18.0 FUTURE AGREEMENT

ON METERING herein, the Parties hereby agree that Section 2.16 “Estimated Flows” shall be amended upon Altamonte Springs’ installation of a master meter on the Eatonville sewer transmission main.

2.17 “Meter Locations” – The locations of the master metering devices and equipment used for measuring Eatonville wastewater flows to the Altamonte Springs System. The Meter Locations shall be shown on **Exhibit “C” - Transmission Facilities Plan** and shall collectively be used for the purpose of monitoring wastewater flows delivered to the Altamonte Springs System for treatment and disposal, calculating the Monthly Minimum based on an Annual Average Daily Flow (AADF), and the payment of monthly Treatment Charges.

2.18 “Metered Flows” – The metered flows for Eatonville are the sum of the Park Place Master Lift Station (#1) and the private lift station (PLS) meters (currently identified as Lake Weston Apartments (PLS #7) and Enclave at Lake Shadow Apartments (PLS #8)), as shown in Exhibit “C.” Eatonville will require any new development that requires a lift station to install a mag meter which will then be added to the metered flows listed above.

2.19 “Monthly Minimum” – The minimum amount of wastewater Eatonville must compensate Altamonte Springs for on a monthly basis during the Annual Payment Period, and each year thereafter, regardless of whether Eatonville can verify the actual or not, the quantity of wastewater delivered to Altamonte Springs for treatment and disposal during any given said monthly payment period, except as otherwise provided in this Agreement. Eatonville’s initial Monthly Minimum under this Agreement shall be based on an Annual Average Daily Flow (AADF) of 252,938 gallons per day.

Notwithstanding the foregoing, and subject to Section 18.0 FUTURE AGREEMENT ON METERING herein, the Parties hereby agree that Section 2.19 “Monthly Minimum” shall be amended upon Altamonte Springs’ installation of a master meter on the Eatonville sewer transmission main.

2.20 New User Connections. Any connection by a new user not presently

connected to the Eatonville System within the Eatonville Wholesale Sewer Service Area or not presently transmitting flows to the Altamonte Springs System as of the date of this Agreement. However, New User Connections shall not include Eatonville’s existing users presently connected to Eatonville’s existing central sewer.

2.21 “Transmission Facilities Plan” - The plan used to depict the established Connection Point, master metering devices and equipment locations, odor control equipment and location (if required), and other such appurtenances as necessary to transmit wastewater flows from the Eatonville System to the Altamonte Springs System and as required under this Agreement, and as identified on **Exhibit “C”** attached hereto and incorporated herein by reference (the **“Transmission Facilities Plan”**). In the event that the Eatonville Transmission Facilities are altered to include or remove additional metering devices, odor control equipment and other such appurtenances necessary to transmit wastewater flows to the Altamonte Springs System, Eatonville shall amend the Transmission Facilities Plan to depict such changes and shall submit the amended Transmission Facilities Plan to Altamonte Springs for review and approval. Any subsequent revisions thereto, as approved by said Parties, shall be evidenced and implemented by an amendment to **Exhibit “C”** – **Transmission Facilities Plan**, signed by the City Managers of the Parties.

2.22 “Treatment Charges” – Rates and charges for similar wholesale sewer bulk users established by Altamonte Springs Code of Ordinances for the payment of treatment and disposal of wastewater flows transmitted from the Eatonville System to the Altamonte Springs System. In no event shall the Treatment Charges to Eatonville be higher than the lowest rates and charges Altamonte Springs charges to any similar wholesale sewer bulk user.

2.23 “Eatonville Wholesale Sewer Service Area” – The land area served by the Altamonte Springs System on a wholesale basis for the treatment and disposal of the wastewater collected by Eatonville to serve its existing and future customers and referenced herein as **Exhibit “A”** – Eatonville Wholesale Sewer Service Area.

3.0 PURPOSE. Subject to the terms and conditions hereinafter set forth, Altamonte

Springs shall provide to Eatonville, and Eatonville shall purchase and receive from Altamonte, wastewater treatment and disposal services for wastewater flows from Existing Customer Base within the Eatonville Wholesale Sewer Service Area as set forth herein. In addition, it is mutually acknowledged by both Parties that the intent of this Agreement is for Altamonte Springs to provide wholesale sewer service to Eatonville in order to serve Eatonville's future users and accommodate redevelopment within the Eatonville Wholesale Sewer Service Area.

4.0 CAPACITY.

4.1 Existing Customer Base Wastewater Capacity. Upon execution of this Agreement by both Parties, Altamonte Springs agrees to continue to accept and treat wastewater flows generated by the Existing Customer Base within the Eatonville Wholesale Sewer Service Area.

4.2 Capacity Reservation Restrictions. Altamonte Springs shall not permit or, to the extent legally possible, allow capacity reservations or connections in excess of the total capacity of the Altamonte Springs System, as from time to time may be authorized and permitted by those regulatory agencies having jurisdiction thereof. Notwithstanding, Altamonte Springs agrees to accept wastewater flows from the Eatonville Wholesale Sewer Service Area up to 600,000 Gallons per Day as capacity is available in the Altamonte Springs System. Except as otherwise provided below, Altamonte Springs reserves the absolute right to reserve capacity in the Altamonte Springs System so as to be able at all times to provide wastewater treatment service to property within Altamonte. The amount of presently unreserved capacity as Altamonte Springs might elect to reserve for itself or others shall be at the sole discretion of Altamonte. However, Altamonte's reservation of capacity for itself or others shall not be taken from capacity allocated to Eatonville users identified by Parties as: (i) an existing customer within its Existing Customer Base having made connection to the Eatonville System in accordance with this Agreement; (ii) a subsequent approved New User Connection; or, iii) subsequent approved Change or Expanded Use.

4.3 Wholesale Sewer Service Area Expansion. Eatonville requests and Altamonte Springs agrees to treat and dispose of wastewater collected by Eatonville which is generated in the Eatonville Wholesale Sewer Service Area over and above the Existing Customer Base for New User Connections or Change or Expanded Use, as capacity is available. The Eatonville Wholesale Sewer Service Area may be adjusted from time to time as mutually agreed upon by the Parties as evidenced and implemented by an amendment to **Exhibit “A”** – Eatonville Wholesale Sewer Service Area, signed by the City Managers of the Parties. In the event Altamonte’s capacity is exhausted and Altamonte Springs cannot accept additional wastewater flows above the Existing Customer Base for New User Connections or Change or Expanded Use, Eatonville may obtain other wastewater disposal services from another provider or may take appropriate action to supply itself with additional wastewater treatment and disposal services for the capacity above what is being sent to the Altamonte Springs System for treatment and disposal. If mutually beneficial and agreed to by the Parties, Eatonville may participate in the expansion of the Altamonte Springs System for additional permitted capacity.

4.4 Transfer of Capacity. Eatonville’s capacity, and any additional capacity granted hereunder shall not be sold, sublet, transferred, assigned or hypothecated by Eatonville, in whole or in part, except in accordance with this Agreement. However, this does not prevent Eatonville from providing wastewater services to Eatonville’s retail utility customers using said allocated capacity. In all events and under all circumstances, Altamonte Springs shall have the right to approve or deny approval of any sale, assignment, subletting, transference, or hypothecation of Eatonville's capacity notwithstanding any language, either previous or subsequent hereto (contained within this Agreement).

5.0 EATONVILLE SYSTEM.

5.1 Operation and Maintenance. Eatonville shall, at its cost and expense, operate and maintain the Eatonville System as necessary to properly transmit and measure its wastewater flows from the Eatonville Wholesale Sewer Service Area to the designated Connection Point in accordance herewith and with the rules and regulations of the governmental agencies having jurisdictional authority thereof. Eatonville shall pay all costs

associated with any required modifications to the Eatonville Transmission Facilities to implement continuous flow measuring required under this Agreement. Eatonville will operate and maintain the Eatonville Transmission Facilities so as to provide proper design and operation in conjunction with the operation of the Altamonte Springs System. Except where otherwise provided herein, Altamonte Springs shall have the right to inspect all of the Eatonville Transmission Facilities, and any related appurtenances and connections thereto, at all reasonable times and at any time in the event of an emergency.

5.2 Transmission Facilities Modifications for Flow Measuring Plan Approval. Eatonville has initiated and will continue to implement changes to the Eatonville System for the transmission of wastewater flows to the Altamonte Springs System for treatment and disposal in accordance with this Agreement. The flow measuring devices and equipment required by this Agreement shall be installed at the locations depicted on the Transmission Facilities Plan. The flow measuring devices, all appurtenant items and any modifications thereto shall be submitted to Altamonte Springs for review, and Altamonte's written approval shall be required as a condition precedent to said modifications being constructed and implemented. Such approval by Altamonte Springs may be taken by Eatonville as assurance that the modifications to Eatonville's Transmission Facilities shown on the Transmission Facilities Plan meet Altamonte's requirements.

5.3 Eatonville System Upgrades. Alterations, additions to transmission equipment, or transmission system upgrades (e.g., air release valves, pump upgrades, force mains) to the Eatonville System, which enable or facilitate subsequent New User Connections, a Change or Expanded Use, and wastewater flows to the Altamonte Springs System, may be required. Eatonville shall monitor the Eatonville System, including flows through the Eatonville Transmission Facilities, to determine the cumulative effect of capacity above the Existing Customer Base, and any subsequent additional capacity approved by Altamonte Springs under this Agreement. This monitoring shall enable Eatonville to plan for and provide alterations, additions to equipment, or system upgrades required to the Eatonville System in order to accommodate any additional future capacity not already approved by Altamonte.

6.0 EXISTING EATONVILLE USERS AND WASTEWATER FLOWS.

6.1 Existing Customer Base. Altamonte Springs agrees to accept for treatment and disposal the wastewater flows generated by those properties as currently developed and presently connected to Eatonville’s existing central sewer system as of the date of this Agreement and as identified on **Exhibit “B”** - Existing Customer Base. With the exception of a Change or Expanded Use in accordance with Section 7 – CONNECTION FEES, below, Eatonville’s existing users within the Existing Customer Base shall not be subject to Connection Fees imposed by Altamonte Springs as a result of this Agreement. However, Eatonville shall be responsible for all Treatment Charges for such existing user’s wastewater flows transmitted to the Altamonte Springs System.

6.2 Monthly Billing. Altamonte Springs will invoice Eatonville monthly the greater of the Monthly Minimum or the sum of the Metered and Estimated Flows.

Notwithstanding the foregoing, and subject to Section 18.0 FUTURE AGREEMENT ON METERING herein, the Parties hereby agree that Section 6.2 “Monthly Billing” shall be amended upon Altamonte Springs’ installation of a master meter on the Eatonville sewer transmission main.

7.0 CONNECTION FEES. Eatonville shall pay to Altamonte Springs a Connection Fee for any and all new user connections not presently connected to Eatonville’s System and identified in the Existing Customer Base regardless of Eatonville’s metered wastewater flows, if such new users’ wastewater flows are serviced by Altamonte. Existing users within the Existing Customer Base shall also be subject to the payment of Connection Fees for a Change or Expanded Use in accordance with this Agreement. Connection Fees for any New User Connections, and any existing user connections subject to a Change or Expanded Use, shall be calculated on an ERU basis for the user “classification” as may be applicable, at the wholesale rate for wastewater connections. The wholesale rate for wastewater connections is currently based on the “wastewater treatment facility connection” charge for customers outside Altamonte’s city limits. The user “classification” and “wastewater treatment facility connection” charge shall be as defined by Chapter 26 of the Altamonte Springs Code of Ordinances and as in effect at the time service is provided by Altamonte. Notice of any rate, charge, or fee for services under this Agreement shall be provided by Altamonte Springs in accordance with Florida Statute 180.136, as amended and revised. Connection Fee calculations, approvals, payment processing, and the tracking of the new user connections are provided in Sections 7.1-7.4 below.

7.1 New User Connections. The request for service for New User Connections shall be initiated by Eatonville's completion and submittal of a new service request application from Eatonville requesting that wastewater capacity be provided for the new connection. An example of the new service request form is depicted by **Exhibit D** attached hereto and referenced herein (the "**New Service Request Application**"); however, the New Service Request Application form may be updated from time to time by Altamonte Springs without an amendment to this Agreement. The New Service Request Application must be accompanied by all appropriate materials (e.g., Development Plans, FDEP permit applications, etc.) as applicable, and as requested by Altamonte, for processing by Altamonte.

7.2 Change or Expanded Use. When a user classification changes or an expanded use occurs so as to increase the number of ERUs due, in accordance with Chapter 26 of the Altamonte Springs Code of Ordinances, over the number of ERUs connected for an existing user, the user shall be allowed a credit against the "wastewater treatment facility connection" charges. The request for a Change or Expanded Use shall be initiated by Eatonville's completion and submittal of a Change or Expanded Use application from Eatonville requesting that additional wastewater capacity be provided for Change or Expanded Use. An example of the Change or Expanded Use application is depicted by **Exhibit "E"** attached hereto and incorporated herein (the "**Change or Expanded Use Application**"); however, the Change or Expanded Use Application form may be updated from time to time by Altamonte Springs without an amendment to this Agreement. The additional Connection Fee resulting from the Change or Expanded Use shall be due and payable prior to Altamonte's execution of the FDEP permit applications and prior to Eatonville's issuance of any building permits or approvals effecting the Change or Expanded Use.

7.3 Connection Fee Calculations and Payment. The Connection Fees calculated for new connections under Section 7.1 – New User Connections, above, or for a Change or Expanded Use under Section 7.2 – Change or Expanded Use, above, shall be based on the ERU classifications provided for in Chapter 26 of the Altamonte Springs Code

of Ordinances. Altamonte Springs will compute the charges for the Connection Fees due and provide a written Connection Fee estimate for Eatonville's use and reliance. Since these Connection Fee user "classifications" and "wastewater treatment facility connection" charges may be adjusted from time to time by Altamonte Springs upon adoption by the City Commission of Altamonte, the Connection Fee estimate shall be valid for a ninety (90) day period, unless otherwise noted by Altamonte. Connection Fees shall be due and payable prior to Altamonte's execution of the FDEP permit applications and prior to Eatonville's issuance of any site construction permit for utility work, building construction permit, interior alteration permit, or any other permit to the site or building relating to the connection or change in building use. Eatonville agrees to pay such Connection Fees as adjusted together with any other fees, charges, surcharges, assessments, or other charges of whatever nature incident to connection or use of the Altamonte Springs System as approved by Altamonte Springs Code of Ordinance.

7.4 Additional Capacity Tracking. Additional capacity for new users or for existing users under a Change or Expanded Use shall be tracked by Altamonte Springs on an ERU basis. Eatonville's payment of the applicable Connection Fees, and Altamonte's acceptance of said Connection Fees, shall serve as Altamonte's approval and reservation of capacity sufficient to meet the proposed use per the established ERU basis.

8.0 TREATMENT CHARGES. The service to be performed by Altamonte Springs under this Agreement consists of Altamonte's readiness to provide wastewater capacity in accordance with the conditions, limitations, and provisions of this Agreement. In return for such service, Eatonville agrees to compensate Altamonte Springs by payment of certain minimum annual sums of money (defined as the "Monthly Minimum" or the total of the Estimated Flows plus the Metered Flows, whichever is greater), for each of which said sums Altamonte Springs agrees to treat and dispose of all, or so much thereof as Eatonville may desire, of a certain corresponding volume of capacity, as follows:

(a) For all wastewater flows delivered to the Altamonte Springs System for treatment and disposal, Eatonville shall pay the Treatment Charges in accordance with the rates and rate structures provided for in Altamonte Springs Code of Ordinances as it may be

amended from time to time, at the discretion of the City Commission of Altamonte. Treatment Charges shall always be set in accordance with applicable law, be just and equitable, and be uniformly applied to users of the same class, and Eatonville shall be charged similarly with all other customers of the same class. All Treatment Charges must be paid monthly within thirty (30) days after the amount thereof has been calculated pursuant to Section 11.0 - WASTEWATER FLOW MEASURING, below, but shall not be less than the Monthly Minimum for the established Annual Payment Period except where otherwise provided by this Agreement.

(b) Eatonville shall compensate Altamonte Springs for monthly Treatment Charges for an initial Monthly Minimum based on an initial Annual Average Daily Flow (AADF) of 252,938 gallons per day of wastewater, regardless of whether said quantity is actually delivered by Eatonville for treatment and disposal at the Connection Point. Any measured wastewater delivered in excess of the amount allowed for the Monthly Minimum will be charged as described in Section 8.0(a) of this Agreement.

Notwithstanding the foregoing, and subject to Section 18.0 FUTURE AGREEMENT ON METERING herein, the Parties hereby agree that section 8(b) shall be amended upon Altamonte Springs' installation of a master meter on the Eatonville sewer transmission main.

(c) Eatonville shall compensate Altamonte Springs the rate described in Section 8.0 (a) above, plus a 50% surcharge, for flows in excess of 600,000 gallons per day of wastewater.

9.0 PAYMENT COVENANTS.

9.1 Connection Fees. Eatonville shall be solely responsible for the collection of the connection and impact fees it charges each residential unit or business being served by the Eatonville System, and the failure of Eatonville to collect said fees and charges shall not relieve Eatonville from paying to Altamonte Springs the Connection Fee amounts required by this Agreement.

9.2 Treatment Charges. Eatonville shall be solely responsible for the maintenance and operation of the Eatonville System and the collection of fees, rates, rentals and other charges for the use of the products, services, and facilities of Eatonville System.

9.3 Payment Required. Payment to Altamonte Springs for monthly Treatment Charges shall be submitted and paid by Eatonville monthly in accordance with Section 11.0 - WASTEWATER FLOW MEASURING, below. If any monthly payment for wastewater treatment remains unpaid on and after twenty-eight (28) days from the date for such wastewater payment is due, a penalty of ten percent (10%) of the total amount due shall be imposed and be added to the amount due. If the payment due remains unpaid for a period of thirty-five (35) days from the date of the payment due date, Altamonte Springs shall have the ability to seek remedies under Section 19.0 – REMEDIES UPON DEFAULT, below.

10.0 LIMITATION OF SOURCE AND QUALITY.

10.1 Limitation of Source by Wholesale Sewer Service Area. Eatonville acknowledges and agrees that this Agreement pertains only to wastewater generated and originating entirely within the Eatonville Wholesale Sewer Service Area. Eatonville expressly agrees that it will not deliver to the Altamonte Springs System, either directly or indirectly, any wastewater other than that generated by and originating from users or developers which are retail customers of Eatonville from sources located within the Eatonville Wholesale Sewer Service Area unless expressly authorized by a written amendment hereto. In the event Eatonville desires to provide wastewater disposal service to any area lying outside the Eatonville Wholesale Sewer Service Area, Eatonville agrees to apply to the appropriate governmental authorities for permission to serve such additional area, if required, and to make written request to Altamonte Springs to permit Eatonville to transmit wastewater from said additional area to Altamonte Springs under the terms and conditions of this Agreement. Eatonville shall not transmit wastewater from such additional area to the Altamonte Springs System unless and until Altamonte, by an amendment hereto, agrees thereto; provided, however, that in no event shall Altamonte Springs be required to accept wastewater, directly or indirectly, from any additional areas nor shall Altamonte Springs be required to accept wastewater, directly or indirectly, from any utility company

or wholesaler other than Eatonville. Nothing herein shall require Eatonville to utilize Altamonte Springs to treat and dispose of wastewater collected by Eatonville for properties and customers outside of the Eatonville Wholesale Sewer Service Area or prevent Eatonville from providing through its own facilities and forces or third parties wastewater services to properties and customers outside of the Eatonville Wholesale Sewer Service Area. The definition of Eatonville Wholesale Sewer Service Area used in this Agreement shall not redefine or restrict Eatonville's wastewater service territory or boundaries or adjustments thereto.

10.2 Wastewater Quality. The FDEP currently categorizes wastewater facilities as either domestic or industrial based on the type of wastewater the facility handles. The wastewater to be delivered to the Altamonte Springs System shall meet the qualitative parameters of domestic wastewater as set forth by the permitting standards of the FDEP, as modified by Section 10.2 (ii) – Industrial Wastewater, below, and the Parties shall adopt and, as shall be necessary from time to time, revise, and enforce, appropriate rules and regulations governing discharges into the Altamonte Springs System.

i. Domestic Wastewater. Domestic wastewater shall be as categorized by the FDEP for permitting, as amended from time to time. Domestic wastewater is wastewater from dwellings, businesses, buildings, institutions, and the like. All wastewater that is not defined as domestic wastewater is considered industrial wastewater.

ii. Industrial Wastewater. The FDEP categorizes all non-domestic wastewater as industrial wastewater. Sources of industrial wastewater include large and small facilities and activities such as manufacturing, commercial businesses, mining, agricultural production and processing, and wastewater discharge from cleanup of petroleum and chemical contaminates sites. The effect of industrial wastewater upon sewers, and upon the Altamonte Springs System and its wastewater treatment process, is such that careful and special consideration be made of each connection discharging industrial waste. This is a matter of importance to both Parties. It is understood and agreed that Eatonville shall be responsible for pursuing enforcement of rules regarding industrial wastewater in the Eatonville System.

Eatonville agrees that it will authorize discharge of industrial wastewater into the Eatonville System only with specific approval of Altamonte Springs of each individual source. Such approvals shall not be unreasonably withheld, and shall be upon the terms and conditions as Altamonte Springs may prescribe from time to time, which terms and conditions shall be no more restrictive than the terms and conditions placed upon industrial users discharged within the City of Altamonte. Altamonte Springs shall not be required to approve any discharge of industrial wastewater prior to the filing by the applicant industry or commercial enterprise of an FDEP application, a copy of which shall be forwarded to Altamonte Springs for review and approval. The application shall contain the following information:

- (a) Name and address of applicant;
- (b) Type of industry, business activity or other waste creative process;
- (c) Quantity of wastewater to be discharged;
- (d) Typical analysis of wastewater;
- (e) Type of pretreatment proposed; and
- (f) Such other information as Altamonte Springs may from time to time request by written notice.

The Altamonte Springs Director of Public Works, or designee, shall act on such request to allow industrial wastewater from an Eatonville user within twenty (20) days after receipt of all information required by this Agreement.

iii. Monitoring Wastewater Strength - Eatonville shall provide to Altamonte Springs access to a sampling manhole or location at or near the point of discharge to the Altamonte Springs System for the purpose of conducting wastewater sampling. Altamonte Springs will sample Eatonville's wastewater and use the results

to determine the strength of the wastewater.

iv. **Testing for Prohibited Wastes** - Eatonville shall provide to Altamonte Springs on a yearly basis, an analysis of its wastewater being discharged to the Altamonte Springs System. This analysis shall identify the concentrations of discharges of prohibited wastes and shall be performed by a qualified laboratory approved in writing in advance by Altamonte. At Altamonte’s discretion, if Eatonville exceeds the maximum contamination levels of prohibited wastes, or if so required by other regulatory authority, the frequency of these analyses may be increased.

v. **Odor Control** - Eatonville shall be responsible for reasonably controlling, at Eatonville’s expense, the emission of odors and/or deterioration of manholes and gravity sewer pipes caused by the wastewater flows transmitted from the Eatonville System. Should excessive deterioration of manholes and gravity sewer pipes result from the wastewater discharged from the Eatonville System, subsequent reasonable repair costs, mutually agreed upon, will be the responsibility of Eatonville.

10.3 Ordinances. The Altamonte Springs wastewater system use ordinance, as defined by Chapter 26 of the Altamonte Springs Code of Ordinances, and as may be modified by Altamonte Springs from time to time, shall be applicable to all users of the Eatonville System for setting standards for the strength of wastes and prohibited wastes and shall be binding upon Eatonville for wastewater flows delivered to the Altamonte Springs System. All provisions of such ordinances shall apply equally to each existing and new user within Altamonte Springs and within the Eatonville Wholesale Sewer Service Area. Eatonville shall adopt or otherwise impose such restrictions upon Eatonville's users so as to enforce the provisions hereof in the Eatonville Wholesale Sewer Service Area.

11.0 WASTEWATER FLOW MEASURING.

11.1 Metering. Eatonville shall maintain all Eatonville meters as necessary

including periodic calibration as noted below. Eatonville will transport and deliver the wastewater to be received by Altamonte Springs in conformity with this Agreement, the law, the rules of all applicable regulatory authorities and such other agencies as may have jurisdictional control. Altamonte Springs will receive said wastewater flows at the Connection Point, and will treat and dispose of the wastewater pursuant to and in conformity with the terms and conditions of this Agreement.

11.2 Meter Reading. Eatonville will provide access to Altamonte Springs of any Eatonville owned meters for reading purposes. Eatonville will also assist as needed for Altamonte Springs to access any private wastewater meters that contribute flow to the Eatonville system. Altamonte Springs will read the flow meters or other devices to provide the data necessary for the determination of the wastewater flows to the Altamonte Springs System for the calculation of monthly payment. Altamonte Springs will compute the amount due for wastewater treatment and disposal based on the greater of the minimum monthly flow or the cumulative flow of the estimated flow and metered flow reported at Eatonville's master meter or flow measuring locations. Altamonte Springs will submit an invoice to Eatonville with the figures for the preceding month along with the monthly payment total. The monthly payment for the treatment and disposal of wastewater shall be due within 15 days of receipt of the invoice by Eatonville.

11.3 Meter Calibration and Reporting. Eatonville will implement an annual meter confirmation and calibration program for the Eatonville master meters. The confirmation and calibration program, to be approved by both Parties, shall include a schedule for inspection and reporting regarding the condition and accuracy of the respective master meter, as deemed appropriate for the meter type and location. A copy of the report shall be furnished to Altamonte. Any necessary repairs to the connection must be made within forty-five (45) days unless otherwise approved by both Parties. Eatonville shall provide immediate (within 24 hours) notice to Altamonte Springs of any single master meter failure and no single master meter shall be out of service for more than thirty (30) days. In the event of a master meter failure, billing of flows for wastewater treatment and disposal will be calculated by Altamonte Springs based upon the highest three consecutive months ("three month period") within the prior period of 12 consecutive months ("twelve month

period") until meter repairs have been completed.

11.4 Rights of Inspection. Altamonte Springs shall have the right, but not the obligation, to make its own inspection of Eatonville's master meter at any location, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made until Altamonte Springs has first given five (5) business days' written notice of the time and date of its intent to have the inspection made. Upon notice, Eatonville shall have Eatonville personnel available to assist and facilitate the inspection. All costs and expenses of interim inspection by Altamonte Springs shall be borne by Altamonte. However, if the testing reveals that the master meter is inaccurate by more than ten percent (10%), Eatonville shall reimburse the cost incurred as a result of the interim inspection and also the cost and expense of repairing or replacing the master meter. If the master meter is in error by more than fifteen percent (15%), then charges paid on the basis of that master meter's readings back to the date of the most recent recalibration shall be adjusted to correct the erroneous billings due to the master meter error.

11.5 Wastewater Flow Monitoring. Eatonville shall have an active program to resolve inflow and infiltration typically attributable to aging infrastructure, broken or missing manholes or cleanouts, and pipes damaged by others. If increased flow trends are found to be due to unauthorized user connections, Eatonville shall immediately resolve all matters pertaining to unauthorized users by disconnecting the unauthorized user or by seeking Altamonte's approval for New User Connections or Expanded or Change or Expanded Use, including the payment of any/all Connection Fees, in accordance with Section 7.0 – CONNECTION FEES, above.

12.0 SATELLITE SYSTEM – Pursuant to recent changes to FDEP rule 62-600.705, Altamonte Springs is required to develop and submit a Collections Systems Management Plan to FDEP. Annually thereafter, Altamonte Springs is required to submit information regarding sanitary sewer satellite systems that send wastewater flow to Altamonte Springs. Eatonville is considered a satellite system to the Altamonte Springs system and therefore there are certain reporting

requirements associated with being a satellite system. Altamonte Springs will request in writing the pertinent sanitary sewer information from Eatonville by April 1st of each year. Eatonville will provide the FDEP required information to Altamonte Springs annually by May 1st of each year. This reporting information may include but not be limited to; population served, maintenance efforts, maintenance budget and any work/projects to reduce infiltration/inflow into the Eatonville system. Altamonte Springs will provide a copy of the report submitted to FDEP within 30 days of submittal.

13.0 RECORDS INSPECTION.

13.1 Engineering Drawings. Eatonville shall, during the term of this Agreement, maintain the Transmission Facilities Plan, the Development Plans, and any other engineering drawings, plans, and specifications showing Eatonville's existing or proposed collection facilities, and other facilities to be connected directly or indirectly to the designated Connection Point. Transmission Facilities Plans for Eatonville System wastewater flows to the Connection Point shall be shared with Altamonte, as needed and requested by Altamonte, to confirm network system piping for the Eatonville Wholesale Sewer Service Area. Development Plans approved by Eatonville shall be shared with Altamonte Springs for all New User Connections and when a Change or Expanded Use is proposed.

13.2 Mutual Records Access and Cooperation. The Parties shall reasonably cooperate to facilitate the provision of wholesale sewer service by Altamonte Springs so that Eatonville may serve its existing and future customers located within the Eatonville Wholesale Sewer Service Area. Under the spirit of mutual cooperation, Altamonte Springs is given the right to inspect, at reasonable times, all of Eatonville's books, records, and other information of whatsoever nature relating to the wastewater flows (including infiltration/inflow) from the Eatonville System connected to the designated Connection Point for transmission to the Altamonte Springs System. Eatonville shall also be given the right to inspect at all reasonable times, the Altamonte Springs System, and all books, records and other information of Altamonte Springs of whatsoever nature relating to the Eatonville System.

14.0 TERM. The initial term of this Agreement shall be 30 years beginning with the Effective Date. Thereafter, this Agreement shall be automatically renewed thereafter for successive ten (10) year renewal terms unless either Party gives written notice to the other Party not less than two (2) years prior to the expiration of the then-current term that it is terminating the Agreement at the end of the then-current term.

15.0 NOTICE. Any notice to be given to Eatonville or Altamonte Springs by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either Party may change its notice address by giving proper written notice to the other as provided herein:

If to Altamonte, to:

City of Altamonte Springs
City Hall, 225 Newburyport Ave.
Altamonte Springs, FL 32701
Attention: City Manager

City of Altamonte Springs
950 Calabria Drive
Altamonte Springs, FL 32714
Attention: Director of Public Works and Utilities

If to Eatonville, to:

Town of Eatonville
307 East Kennedy Blvd.
Eatonville, FL 32751
Attention: Mayor

Town of Eatonville
307 East Kennedy Blvd.
Eatonville, FL 32751
Attention: Director of Public Works

16.0 TEMPORARY CESSATION OF SERVICE. Any temporary cessation of treatment or disposal of wastewater through the Altamonte Springs System caused by an act of God, fire, strike, civil or military authority, State, County or Federal regulatory authority, insurrection or riot, civil unrest, or other action not the result of gross negligence or willful misconduct of

Altamonte Springs or its agents or employees, shall not constitute a breach of this Agreement on the part of Altamonte, and Altamonte Springs shall not be liable to Eatonville or its users for any loss or damage resulting from such cessation of treatment or disposal, nor shall such temporary cessation relieve Eatonville of any of its obligations hereunder.

17.0 EFFECT OF SEWER RESTRICTIONS. If during the term of this Agreement Altamonte Springs shall come under any order of any cognizant county, State or Federal agency which requires Altamonte Springs to limit or restrict construction or wastewater connections because of conditions or operations in the Altamonte Springs System or elsewhere, or to restrict or terminate acceptance of certain types of wastewater, or to require pretreatment as a condition of acceptance for treatment and disposal, or otherwise to modify or alter operations, or which otherwise affect the system, Eatonville agrees to enforce and abide by such limitations or restrictions within the Eatonville Wholesale Sewer Service Area, as long as the same shall be binding upon Altamonte Springs. Altamonte Springs agrees to take all steps reasonable, in Altamonte Springs' determination, to cure any defect resulting in the limitation or restriction. Should Altamonte Springs be unable to accept the Monthly Minimum wastewater flows due to regulatory restrictions or other Altamonte Springs System infrastructure limitations, Eatonville shall only be responsible for the payment of the actual wastewater flows as calculated through Section 8.0(a) of this Agreement.

Notwithstanding the foregoing, and subject to Section 18.0 FUTURE AGREEMENT ON METERING herein, the Parties hereby agree that Section 17.0 "EFFECT OF SEWER RESTRICTIONS" shall be amended upon Altamonte Springs' installation of a master meter on the Eatonville sewer transmission main.

18.0 FUTURE AGREEMENT ON METERING.

18.1 It is the express intent of the Parties that adding a master meter between Altamonte Springs' system and Eatonville's sewer transmission main for the purpose of obtaining accurate flow data serves a public purpose.

18.2 The location of such a master meter will be discussed between the Public Works Directors for Altamonte Springs and for Eatonville, and the final decision relating to the location

of said master meter will be determined by Altamonte Springs, in its sole discretion.

18.3 The cost of planning, design, permitting, construction, and installation of the master meter will be performed at the sole cost of Altamonte Springs, who will thereafter own and maintain the master meter. Altamonte Springs reserves the right to transfer ownership of the master meter to Eatonville, should future regulatory changes disincentivize Altamonte Springs owning infrastructure in another jurisdiction. If at such time that Altamonte Springs determines that the master meter should be owned by Eatonville, the Altamonte Springs will provide not less than six (6) months written notice to Eatonville, who hereby agrees to accept ownership and maintenance responsibilities for the master meter thereafter.

18.4 No later than six (6) months after completion of the construction and installation of the master meter, and determination that the master meter is functioning accurately, the Parties agree that the City Manager for Altamonte Springs and the Chief Administrative Officer for Eatonville, working in good faith, are authorized to make such modifications to this Agreement, in the form of an Addendum, that are anticipated and where noted herein that are appropriate as a result of the installation of the master meter and to do so administratively without further action by the Altamonte Springs City Commission or the Eatonville Council. Such Addendum will be executed by City Manager for Altamonte Springs and the Chief Administrative Officer for Eatonville on behalf of each respective party, and shall be binding upon both.

19.0 ALTAMONTE SPRINGS SYSTEM – NO OWNERSHIP INTEREST. It is expressly understood and agreed that Eatonville will have no ownership interest in the Altamonte Springs System or any part thereof whatsoever, including any financial contributions from Eatonville for alternations, additions, or system upgrades required to serve subsequent New User Connections and wastewater flows above Eatonville’s Existing Customer Base, or above or any right whatsoever to direct the operation of the Altamonte Springs System, including but not limited to the treatment or disposal of wastewater flows delivered to the Altamonte Springs System. Conversely, Altamonte Springs shall not have any ownership interest in the Eatonville System or any part thereof or any right whatsoever to direct the operation of the Eatonville System

20.0 REMEDIES UPON DEFAULT.

20.1 Eatonville's Default. In the unlikely event Eatonville shall default in the payment of any amounts due Altamonte Springs under this Agreement, or in the performance of any material obligation to be performed by Eatonville under this Agreement, then Altamonte, after having given Eatonville sixty (60) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Eatonville, and shall further have the right to temporarily limit wastewater disposal services to Eatonville by temporarily denying any New User Connection or modifications to existing users under a Change or Expanded Use. In the event such default remains uncured for a period of (1) ninety (90) days in the event of a monetary default; or (2) 180 days in the event of a non-monetary default, then Altamonte Springs shall have the right to permanently restrict service to Eatonville under this Agreement or require Eatonville to stop making New User Connections or modifications to existing users under a Change or Expanded Use. Notwithstanding the foregoing, and upon mutual agreement between the City Manager of the City of Altamonte Springs and the Chief Administrative Officer of the Town of Eatonville, the time period for the opportunity to cure default by Eatonville may be extended for up to six (6) months. If the period to cure requires more than six (6) months in total, the approval of such extension must be granted by the Altamonte Springs City Commission.

20.2 Altamonte's Default. In the event Altamonte Springs shall default in the performance of any material obligation to be performed by Altamonte Springs under this Agreement, then Eatonville, after having given Altamonte Springs sixty (60) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by Altamonte. In the event such default remains uncured for a period of (1) ninety (90) days (or such longer time as is reasonably required to cure such default, provided Altamonte Springs has made reasonable efforts to commence the cure within said 90-day period) in the event of a default which causes Altamonte Springs to be unable to provide wastewater utility service with the Eatonville Wholesale Sewer Service Area or (2) 180 days in the event of any type of material default, then Eatonville shall have the right to notify Altamonte Springs that Eatonville intends to take a more limited amount of wastewater disposal services from Altamonte

Springs (which shall be at least the amount Altamonte Springs is then able to provide to Eatonville). Thereafter, Eatonville may the obtain other wastewater disposal services from another provide or may take appropriate action to supply itself with additional wastewater disposal services after giving Altamonte Springs ninety (90) days' notice of its intent to do so and opportunity to cure; otherwise, Eatonville shall obtain all its wastewater disposal services for the Eatonville Wholesale Sewer Service Area from Altamonte Springs during the term of this Agreement. Notwithstanding the foregoing, and upon mutual agreement between the City Manager of the City of Altamonte Springs and the Chief Administrative Officer of the Town of Eatonville, the time period for the opportunity to cure default by Altamonte Springs may be extended for up to six (6) months. If the period to cure requires more than six (6) months in total, the approval of such extension must be granted by the Eatonville Council.

20.3 Specific Performance. This Agreement may be enforced by Specific Performance.

20.4 Force Majeure. If by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, other than the obligation of Eatonville to make the payments required under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order of any kind of the Government of the United States or the State of Florida, or any civil or military authority, insurrection, riots, epidemics, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restrain of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipes, or canals, partial or entire failure of the wastewater treatment or disposal system, or on account of any other causes not reasonably within the control of the Party claiming the inability.

20.5 Fines and Penalties. Regulatory fines and penalties assessed against a Party to this Agreement shall be born and initially paid by the Party against which they are assessed. If it is determined by a court or regulatory agency that the occurrence or condition giving rise to any such fine or penalty was caused by the act or omission of a Party to this Agreement other than the Party against whom such a penalty or fine is assessed, then the Party whose act or omission was such cased shall reimburse the Party the amount of such fine or penalty finally assessed and paid, plus interest.

20.6 Applicable Law. This Agreement and the provisions contained herein shall be governed by and construed in accordance with the Laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

20.7 Severability. Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the Parties hereto are not materially prejudiced and the intentions of the Parties can continue to be effected. No such prohibition shall in any way or to any extent alter or affect Eatonville’s obligation, to the extent required hereunder, to pay, when due, that part of the Connection Fee and Treatment Charges which Altamonte Springs may pledge in the future to use for the operation and maintenance of the Altamonte Springs System.

20.8 Waiver of Rights. Any waiver at any time by Altamonte Springs or Eatonville of its rights with respect to a default or any other matter arising in connection with this contract, shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

21.0 NO PLEDGE OF TAXATION. In no event shall any obligation of either Altamonte Springs or Eatonville under this Agreement result in, be or constitute: (i) a general obligation or indebtedness of either Party within the meaning of the Constitution of the State of Florida, the Parties’

respective charters and ordinances or any other applicable laws, (ii) a pledge of ad valorem taxes or taxing power, non-ad valorem revenue or any other revenue source of either Party, or (iii) a lien on any real or personal property of either Party.

22.0 PRIOR AGREEMENTS. This Agreement constitutes the full and complete agreement and understanding of the Parties relating to the matters set forth herein and this Agreement shall supersede and replace any prior written or oral agreements concerning such matters.

23.0 TIME IS OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

24.0 COUNTERPARTS. This Agreement may be executed and delivered in counterparts.

25.0 GOOD FAITH. The Parties agree to act in accordance with the principles of good faith and fair dealings in the performance of this Agreement.

26.0 DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right of cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

27.0 TITLES AND HEADINGS. The title of this Agreement, and the headings of Sections and sub-Sections hereof have been inserted for convenience or reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

TOWN OF EATONVILLE,
a municipality of the State of Florida

Witness Signature

By: _____

Printed Name:

Printed Name

Witness Signature

Title: _____

Printed Name:

Approved as to Form and Legality
for the use and reliance of the
Town of Eatonville, Florida

Attest:

City Clerk

Dated: _____

Clifford Shepard, Town of Eatonville Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2024, by _____, as _____ of the TOWN OF EATONVILLE, a Florida municipality, on behalf of the municipality. He/She is personally known to me or has produced _____ as identification.

Print Name:
Notary Public - State of _____
Commission No.:
Commission Expires:

Signed, sealed and delivered
in the presence of:

CITY OF ALTAMONTE SPRINGS,
a municipality of the State of Florida

Approved as to form and
legality for use and
reliance by the City of
Altamonte Springs

By: _____
Pat Bates, Mayor

Date: _____

JAMES A. FOWLER, City Attorney

ATTEST: _____
Angela M. Apperson, City Clerk

Mailing Address:
225 Newburyport Avenue
Altamonte Springs, FL 32701

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

Signature

(Notary Seal)

Print name

Notary Public - State of _____

Commission No. _____

My Commission Expires: _____

LIST OF EXHIBITS TO FOLLOW:

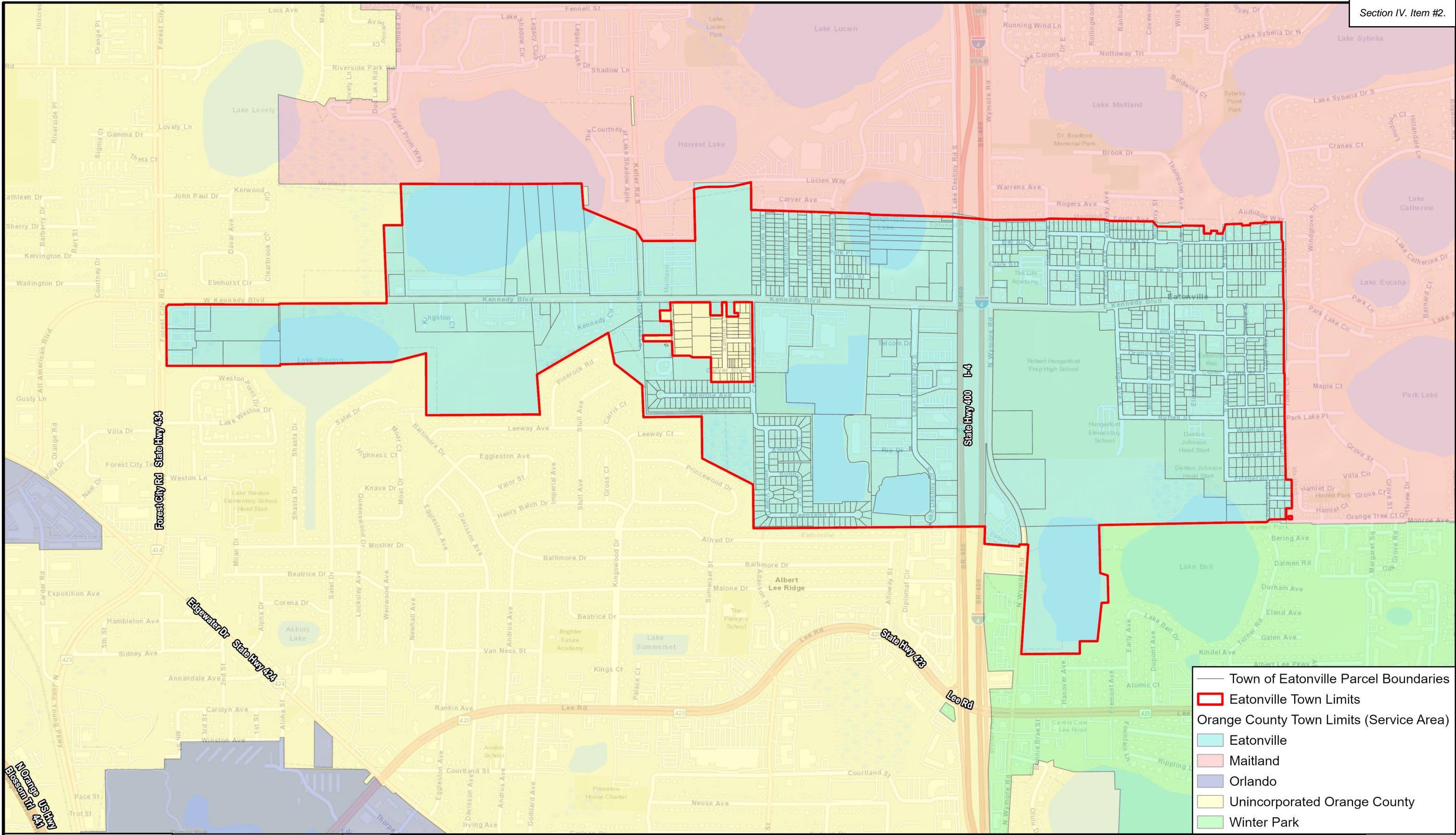
Exhibit “A” - Eatonville Wholesale Sewer Service Area

Exhibit “B” - Existing Customer Base

Exhibit “C” - Transmission Facilities Plan

Exhibit “D” - New Service Request Application

Exhibit “E” - Change or Expanded Use Application



- Town of Eatonville Parcel Boundaries
- ▭ Eatonville Town Limits
- ▭ Orange County Town Limits (Service Area)
- ▭ Eatonville
- ▭ Maitland
- ▭ Orlando
- ▭ Unincorporated Orange County
- ▭ Winter Park



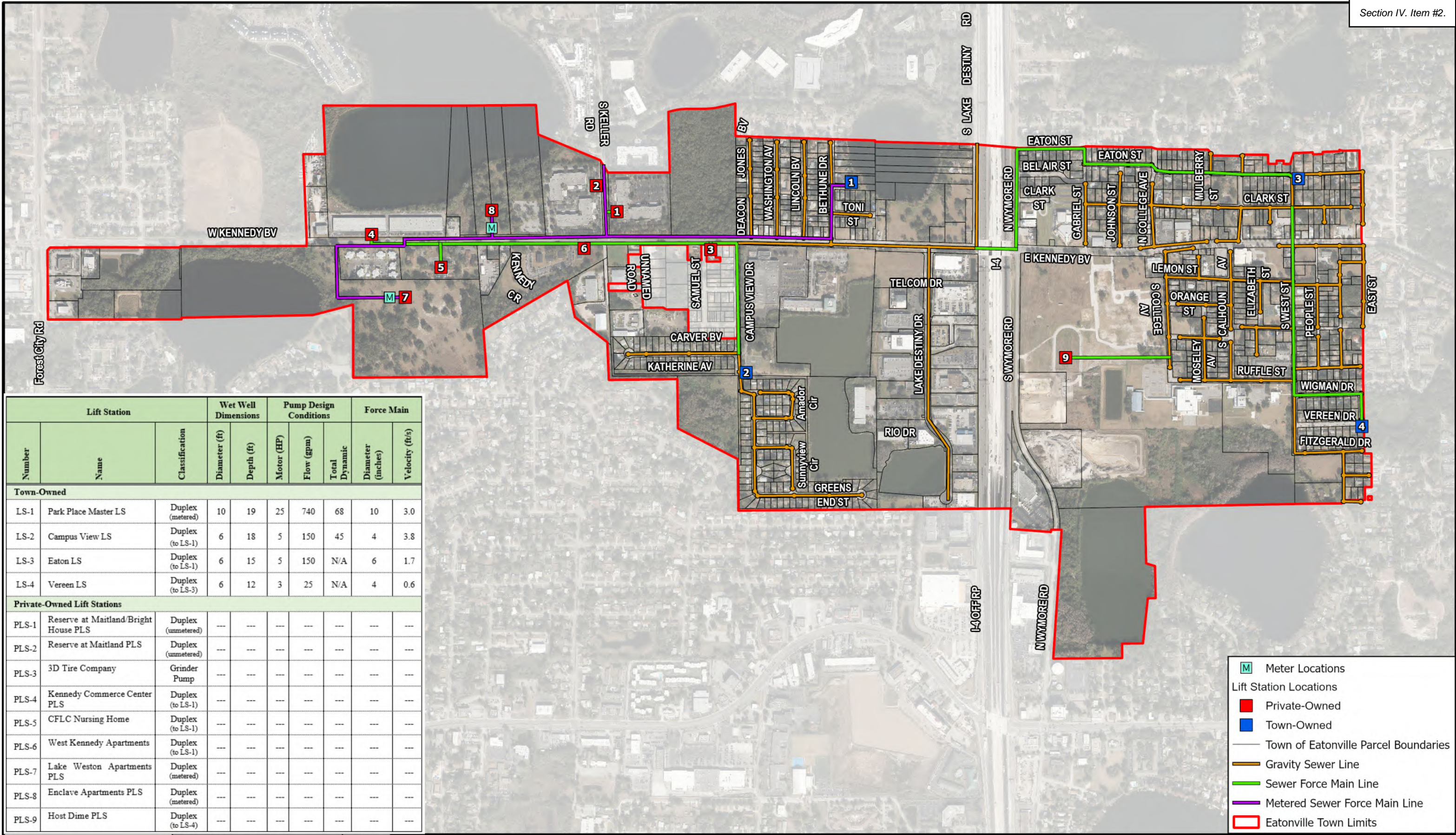
Scale: 1 inch = 1,000 feet
 Date: 10/18/2023
 Photo Date: N/A
 Project No. E6614
 GIS: LEC



Eatonville Wholesale Sewer Service Area


TOWN OF EATONVILLE
 ORANGE COUNTY, FLORIDA

EXHIBIT
"A"



Lift Station			Wet Well Dimensions		Pump Design Conditions			Force Main	
Number	Name	Classification	Diameter (ft)	Depth (ft)	Motor (HP)	Flow (gpm)	Total Dynamic	Diameter (inches)	Velocity (ft/s)
Town-Owned									
LS-1	Park Place Master LS	Duplex (metered)	10	19	25	740	68	10	3.0
LS-2	Campus View LS	Duplex (to LS-1)	6	18	5	150	45	4	3.8
LS-3	Eaton LS	Duplex (to LS-1)	6	15	5	150	N/A	6	1.7
LS-4	Vereen LS	Duplex (to LS-3)	6	12	3	25	N/A	4	0.6
Private-Owned Lift Stations									
PLS-1	Reserve at Maitland/Bright House PLS	Duplex (unmetered)	---	---	---	---	---	---	---
PLS-2	Reserve at Maitland PLS	Duplex (unmetered)	---	---	---	---	---	---	---
PLS-3	3D Tire Company	Grinder Pump	---	---	---	---	---	---	---
PLS-4	Kennedy Commerce Center PLS	Duplex (to LS-1)	---	---	---	---	---	---	---
PLS-5	CFLC Nursing Home	Duplex (to LS-1)	---	---	---	---	---	---	---
PLS-6	West Kennedy Apartments	Duplex (to LS-1)	---	---	---	---	---	---	---
PLS-7	Lake Weston Apartments PLS	Duplex (metered)	---	---	---	---	---	---	---
PLS-8	Enclave Apartments PLS	Duplex (metered)	---	---	---	---	---	---	---
PLS-9	Host Dime PLS	Duplex (to LS-4)	---	---	---	---	---	---	---

- M Meter Locations
- Lift Station Locations**
- Private-Owned
- Town-Owned
- Town of Eatonville Parcel Boundaries
- Gravity Sewer Line
- Sewer Force Main Line
- Metered Sewer Force Main Line
- Eatonville Town Limits












Scale: 1 inch = 850 feet
 Date: 1/17/2024
 Photo Date: 2021
 Project No. E6614
 GIS: LEC

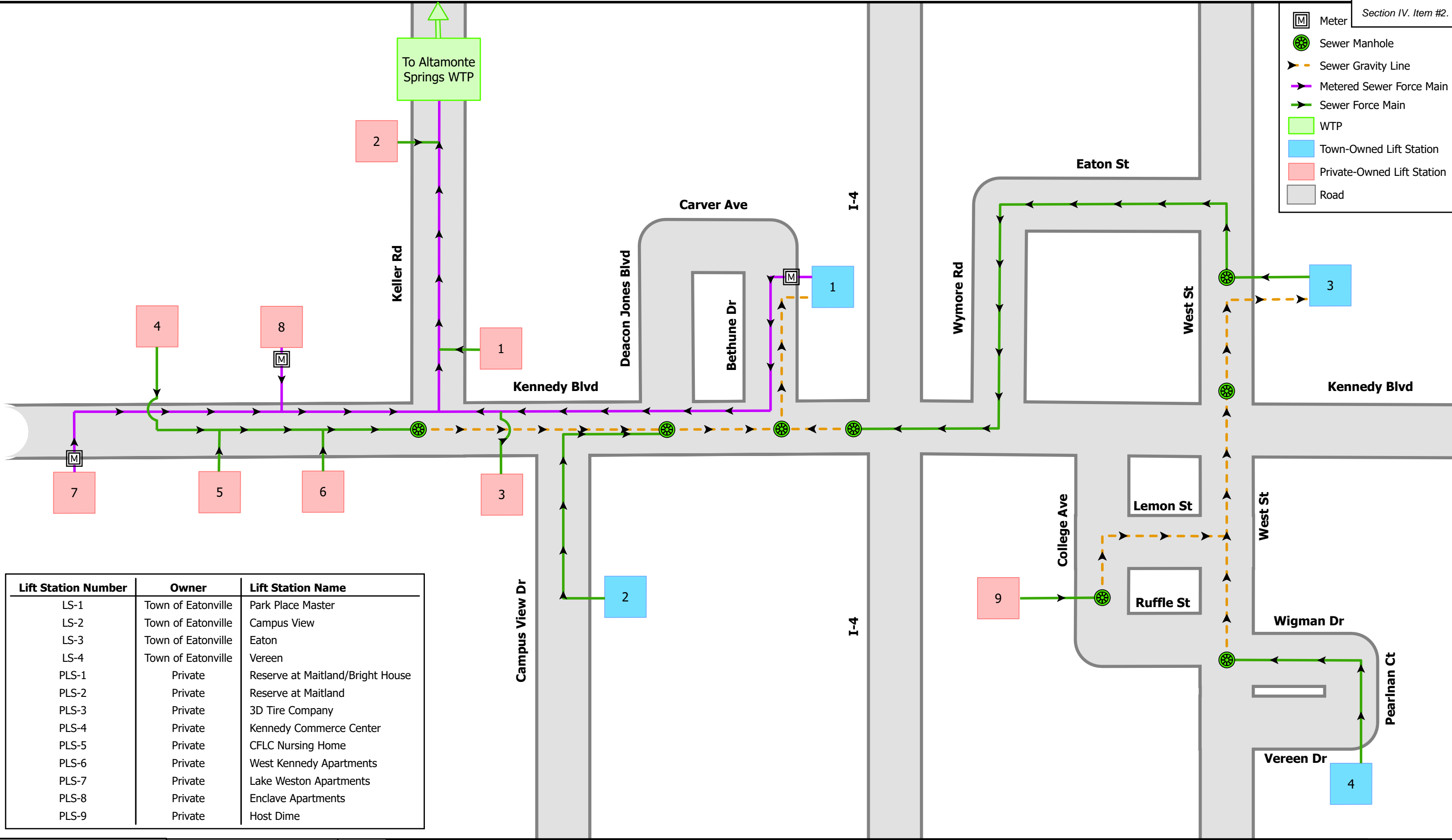


Existing Customer Base

TOWN OF EATONVILLE
 ORANGE COUNTY, FLORIDA

EXHIBIT
"B"

-  Meter
-  Sewer Manhole
-  Sewer Gravity Line
-  Metered Sewer Force Main
-  Sewer Force Main
-  WTP
-  Town-Owned Lift Station
-  Private-Owned Lift Station
-  Road



Lift Station Number	Owner	Lift Station Name
LS-1	Town of Eatonville	Park Place Master
LS-2	Town of Eatonville	Campus View
LS-3	Town of Eatonville	Eaton
LS-4	Town of Eatonville	Vereen
PLS-1	Private	Reserve at Maitland/Bright House
PLS-2	Private	Reserve at Maitland
PLS-3	Private	3D Tire Company
PLS-4	Private	Kennedy Commerce Center
PLS-5	Private	CFLC Nursing Home
PLS-6	Private	West Kennedy Apartments
PLS-7	Private	Lake Weston Apartments
PLS-8	Private	Enclave Apartments
PLS-9	Private	Host Dime



Scale: N/A
 Date: 2/6/2024
 Photo Date: N/A
 Project No. E6614
 GIS: LEC



Transmission Facilities Plan

TOWN OF EATONVILLE
 ORANGE COUNTY, FLORIDA

EXHIBIT
"C"

EXHIBIT D

NEW SERVICE REQUEST APPLICATION

APPLICABILITY: This form is for a service request for a “New User Connection.” A New User Connection may be for an existing or proposed development making connection to the Town of Eatonville’s sanitary sewer system which receives wastewater treatment and disposal services through the City of Altamonte Springs’ Regional Water Reclamation Facility under a wholesale sewer agreement. The City of Altamonte Springs shall evaluate the proposed New User Connection to determine applicable Equivalent Residential Unit (ERU) user classification(s) as defined by the City of Altamonte Springs Code of Ordinances for the purposes of assessing wholesale sewer utility connection fees.

SUBMITTAL PROCESS: This application must be completed and submitted to the City of Altamonte Springs through the Town of Eatonville’s. Direct submittals to the City of Altamonte Springs by the Owner/Developer or Project Engineer will not be accepted. A Required Submittal Materials Checklist for all projects and an Additional Required Submittal Checklist for projects involving food services is included on Page 3 of this application.

Project Information	
Project Name:	
Project Address:	
County Property Appraiser	a. _____-_____-_____-_____-_____-_____
Tax Parcel ID Number(s): <i>(Include all parcels)</i>	b. _____-_____-_____-_____-_____-_____ <input type="checkbox"/> Check if attached <i>(Attach on separate page if lengthy)</i>
General description of the change or expanded use:	

Type and Scope of the Proposed Development		
Proposed Use(s): <i>(Indicate any proposed DU or SF)</i>	Building Use	Dwelling Units or Square Feet:
Will this project include food services? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please complete the Additional Required Submittals Checklist)</i>		

Ownership and Project Team			
Owner/Developer		Project Engineer	
Type: <input type="checkbox"/> Property Owner <input type="checkbox"/> Authorized Agent		<i>(Unless otherwise noted below, the Project Engineer is the City's contact for this application)</i>	
Firm Name:		Firm Name:	
Address:		Address:	
City:	State:	City:	State:
Zip:		Zip:	
Phone:		Phone:	
Email:		Email:	
Contact Person:		Contact Person:	

Acknowledgement and Signature
<p>The Owner/Developer hereby acknowledges and agrees that Project Engineer may be contacted by the Town of Eatonville's and/or the City of Altamonte Springs for additional information pertaining to this application for the purposes of applicable utility wholesale sewer utility connection fee calculations.</p>
<p>Signature: _____ Date: ___/___/___</p> <p>Print Name: _____</p> <p><i>Check Appropriate Box:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Developer</p>

<u>For City of Altamonte Springs Office Use Only</u>
<p>Date Received: _____ By: _____</p> <p>Additional Rec'd Date: _____ By: _____</p> <p>Application Status: ___ Complete ___ Incomplete</p>

Required Submittal Materials Checklist For All Projects

All of the following items are required to be submitted with the New Service Request Application. All documents submitted shall be retained by the City of Altamonte Springs.

Completed New Service Request Application form (*1 original*).

- One (1) of each of the following items:
 - Written description of the development proposal, including identification of existing and proposed uses.
 - Vicinity map showing the relationship of proposed development to surrounding streets at a scale of at least 1" = 2,000'.
 - Site Development Plan and Utility Plan which shows appropriate information as to allow staff to evaluate existing and proposed improvements. The Site Development and Utility Plan shall include standard site data table information regarding the existing and proposed development (e.g., number of units, clubhouse information, building square footage, etc.) The plans shall include existing and proposed utility extensions and connections.
 - Proof of current ownership, such as a printout of the County Property Appraiser Property Record Card/info sheet for all parcels associated with the development proposal.
 - Other documents to support the application.

Additional Required Submittal Materials Checklist For Projects with Food Services

Check Appropriate Boxes:

Does the food service facility include re-usable dishes, glasses, or utensils? Yes No

If Yes:

- Provide a scaled architectural floor plan depicting the layout of food service seating area, kitchen area, bars, and food service stations.

If No:

- Building square footage must be included with information submitted for "All Projects" above.

Does the food service facility include any outdoor seating areas? Yes No

If Yes:

- Indicate whether outdoor seating area is open air or covered.
- Provide a scaled architectural floor plan or site plan depicting the outdoor seating area. Depict any awnings, covered gazebos, umbrella seating, and other structurally covered areas for seated patrons, as applicable.

Is this a free standing food service facility? Yes No

If No:

- Submittal must include information regarding existing location (e.g., square footage and suite number for proposed use in a retail center, etc.)

EXHIBIT E

CHANGE OR EXPANDED USE APPLICATION

APPLICABILITY: This form is for a “Change or Expanded Use” of an existing developed site currently connected to the Town of Eatonville’s sanitary sewer system which receives wastewater treatment and disposal services through the City of Altamonte Springs’ Regional Water Reclamation Facility under a wholesale sewer agreement. Change or Expanded Use is defined as: Any substantial modification to any user’s building from the approved Development Plan that increases the building square footage or results in a change in the Equivalent Residential Unit (ERU) classification as defined by the City of Altamonte Springs Code of Ordinances (e.g., from retail to restaurant use; from commercial to a school facility use; from single family residence to commercial use; etc.). In the case of an increase of a commercial building square footage or change in the ERU classification, the City of Altamonte shall evaluate the proposed change to determine whether additional wholesale sewer utility connection fees shall be due as a result of such Change or Expanded Use.”

SUBMITTAL PROCESS: This application must be completed and submitted to the City of Altamonte Springs through the Town of Eatonville. Direct submittals to the City of Altamonte Springs by the Owner/Developer or Project Engineer will not be accepted. A Required Submittal Materials Checklist for all projects and an Additional Required Submittal Checklist for projects involving food services is included on Page 3 of this application.

Project Information	
Project Name:	_____
Project Address:	_____
County Property Appraiser	a. _____
Tax Parcel ID Number(s): <i>(Include all parcels)</i>	b. _____ <input type="checkbox"/> Check if attached <i>(Attach on separate page if lengthy)</i>
General description of the change or expanded use:	_____

Existing Florida Department of Environmental Protection (FDEP) Permit Information	
Existing FDEP Permit Project Name:	_____
Existing FDEP Permit Number:	_____

Type and Scope of the Proposed Development		
Existing Use(s): <i>(Indicate any DU or SF to remain)</i>	Building Use	Dwelling Units or Square Feet:

Existing Use(s): <i>(Indicate any DU or SF to be demolished)</i>	Building Use	Dwelling Units or Square Feet:
Proposed Use(s): <i>(Indicate any proposed DU or SF)</i>	Building Use	Dwelling Units or Square Feet:
Will this project include food services? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please complete the Additional Required Submittals Checklist)</i>		

Ownership and Project Team			
Owner/Developer Type: <input type="checkbox"/> Property Owner <input type="checkbox"/> Authorized Agent		Project Engineer <i>(Unless otherwise noted below, the Project Engineer is the City's contact for this application)</i>	
Firm Name:		Firm Name:	
Address:		Address:	
City:	State:	City:	State:
Zip:		Zip:	
Phone:		Phone:	
Email:		Email:	
Contact Person:		Contact Person:	

Acknowledgement and Signature
The Owner/Developer hereby acknowledges and agrees that Project Engineer may be contacted by the Town of Eatonville and/or the City of Altamonte Springs for additional information pertaining to this application for the purposes of applicable wholesale sewer utility connection fee calculations.
Signature: _____ Date: ___/___/___
Print Name: _____
<i>Check Appropriate Box:</i> <input type="checkbox"/> Owner <input type="checkbox"/> Developer

<i>For City of Altamonte Springs Office Use Only</i>
Date Received: _____ By: _____
Additional Rec'd Date: _____ By: _____
Application Status: ___ Complete ___ Incomplete

Required Submittal Materials Checklist For All Projects

All of the following items are required to be submitted with the Change or Expanded Use Application. All documents submitted shall be retained by the City of Altamonte Springs.

Completed Change or Expanded Use Application form (*1 original*).

- One (1) of each of the following items:
 - Written description of the development proposal, including identification of existing and proposed uses.
 - Vicinity map showing the relationship of proposed development to surrounding streets at a scale of at least 1" = 2,000'.
 - Site Development Plan and Utility Plan which shows appropriate information as to allow staff to evaluate existing and proposed improvements. The Site Development and Utility Plan shall include standard site data table information regarding the existing and proposed development (e.g., number of units, clubhouse information, building square footage, etc.) The plans shall include existing and proposed utility extensions and connections.
 - Proof of current ownership, such as a printout of the County Property Appraiser Property Record Card/info sheet for all parcels associated with the development proposal.
 - Other documents to support the application.

Additional Required Submittal Materials Checklist For Projects with Food Services

Check Appropriate Boxes:

Does the food service facility include re-usable dishes, glasses, or utensils? Yes No

If Yes:

- Provide a scaled architectural floor plan depicting the layout of food service seating area, kitchen area, bars, and food service stations.

If No:

- Building square footage must be included with information submitted for "All Projects" above.

Does the food service facility include any outdoor seating areas? Yes No

If Yes:

- Indicate whether outdoor seating area is open air or covered.
- Provide a scaled architectural floor plan or site plan depicting the outdoor seating area. Depict any awnings, covered gazebos, umbrella seating, and other structurally covered areas for seated patrons, as applicable.

Is this a free standing food service facility? Yes No

If No:

- Submittal must include information regarding existing location (e.g., square footage and suite number for proposed use in a retail center, etc.)



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

MARCH 26, 2024, 6:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of a Public Record Request Management Tool (Clerk’s Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: Legislation (Clerk Office) Exhibits: <ul style="list-style-type: none">• Next Request• JustFOIA• Granicus
INTRODUCTIONS		
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: For Town Council to discuss a Public Record Request Management Tool.

SUMMARY: A Public Record Request Management Software Tool was presented to Town Council during the 2023-2024 Budget Review in July/September 2023. It was approved in October 2024 by the Town Council as part of the FY2023-2024 final approved budget. This item is being presented to the Town Council to discuss recommended vendors for consideration as the town’s preferred host company for the software.

- Next Request – A current active vendor for review – Two Quotes provided with two price points
- JustFOIA– A proposed new vendor for review – Quote provided
- Granicus – A proposed new vendor for review – Quote provided

RECOMMENDATION: For Town Council to discuss a Public Record Request Management Tool.

FISCAL & EFFICIENCY DATA: Recommended budget line is the Contingency Account # 001-0511-511-5800 or choice budget line indicated by Town Council.



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-66398-1
 3/15/2024 3:18 PM
 5/14/2024

Client:
 EATONVILLE, FLORIDA

Bill To:
 EATONVILLE, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Shaun Jernigan		shaun.jernigan@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Standard Implementation	NextRequest Standard Implementation	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Standard	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	USD 10,788.00

Total Investment - Initial Term	USD 12,288.00
Annual Recurring Services (Subject to Uplift)	USD 10,788.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-66235-1
 3/14/2024 9:12 AM
 4/30/2024

Client:
 EATONVILLE, FLORIDA

Bill To:
 EATONVILLE, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Shaun Jernigan		shaun.jernigan@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Year 1 Annual Fee Discount	Bundled Discount - 25% - Year 1	USD -2,697.00
1.00	ArchiveSocial Year 1 Annual Fee Discount	Bundled Discount - 50% - Year 1	USD -2,094.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Standard Implementation	NextRequest Standard Implementation	USD 750.00
1.00	ArchiveSocial Provisioning Fee - Economy	ArchiveSocial Account Activation and Setup	USD 500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	NextRequest Standard	NextRequest Standard with up to 10 Admin-Publisher Users and 2TB of Storage	USD 10,788.00
1.00	ArchiveSocial - Economy	Social Media Archiving Subscription - Up to 12 Accounts & Up To 1.6k Records Per Month	USD 4,188.00

List Price - Initial Term Total	USD 16,976.00
Total Investment - Initial Term	USD 11,435.00
Annual Recurring Services (Subject to Uplift)	USD 14,976.00

Initial Term	4/1/2024 - 3/31/2025, Renewal Term 4/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

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The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Updated NextRequest + ArchiveSocial Agreement

External

Inbox

Search for all messages with label Inbox
Remove label Inbox from this conversation



Shaun Jernigan

3:24 PM (1 hour ago)

to me, brittani@townofeatonville.org

Veronica,

It was great catching up with you this week.

Pricing Change

As we discussed, our Standard Plan pricing change came into effect on January 1, 2023. Our updated pricing not only reflects the increased importance of proper public record request management, but also reflects the significant improvements to the NextRequest platform (*updated UI, improved retention, new features, etc.*) and our dedication to continuous improvement. In 2024, you can expect to see new features, enhanced features, enhanced security, and further integrations into the CivicPlus ecosystem (*CivicPlus SSO, CivicPlus Pay Integration, CivicPlus website search integration, etc.*). There is no other vendor that can bring record request management into the greater civic experience ecosystem like CivicPlus.

Bundling with ArchiveSocial

Given you're a current customer, we want to do everything we can to accommodate your budget and help get NextRequest in place. As mentioned, I recently started working with Brittani to help get ArchiveSocial in place for your agency as well. If you bundle both solutions, we can provide a **25% discount on NextRequest (\$2,697 savings)** and a **50% discount on ArchiveSocial (\$2,094 savings)** in your first year of service. We can also provide a 50% discount to the NextRequest onboarding fee (**\$750 savings**). This is a **total savings of \$5,541!**

Cost Difference

By bundling, this brings the NextRequest Year 1 cost to \$8,841, and the ArchiveSocial Year 1 cost to \$2,594. This is a total Year 1 cost of **\$11,435 for both solutions**. If you were just to purchase NextRequest, with no bundling, the Year 1 cost would be \$12,288. **You actually save \$853 and get 2 solutions instead of 1!**

I've attached quotes for both options for you to compare. Please let me know if you have any questions before your Council meeting!

Shaun Jernigan

Strategic Account Executive, Compliance Solutions • **CivicPlus**

P: 919.436.4226 • **M:** 910.676.3685

civicplus.com

Powering NextRequest & ArchiveSocial

Onboarding Overview FOR YOUR NEXTREQUEST PLAN



A typical NextRequest onboarding rollout takes ~8-12 weeks and consists of two main parts.

Part 1:

Configure the portal to match your agency's process for responding to public records requests and set up agency-specific information such as:

- ☰ Users and departments
- ☰ Message templates
- ☰ Instructions for the requester
- ☰ Tags

Part 2:

Train users on how to manage and respond to public records requests. All training is recorded, so you can rewatch and share it at any time or join any of our ongoing weekly virtual training webinars.

- ☰ **One administrator training with a launch manager** for those managing the portal
- ☰ **One staff training via webinar** for staff users responding to records requests

Keys to a Successful Rollout

Designate A Primary Contact

Choosing someone who is involved in responding to public records requests frequently is ideal.

Clearly Map Out Processes

This is a vital step. Mapping out current processes as well as desired changes is the foundation of a successful rollout.

Set Training Dates Early

This will help ensure maximum attendance for your administrator and staff trainings.

Standard 8-Week Rollout Timeline

STAGE	WHEN	WHO	ROLLOUT
STAGE 1	Week 1	Key Stakeholders	Process Mapping: Fill out customer success plan, gather information, and add users, departments and portal images.
STAGE 2	Week 2	Key Stakeholders	Kickoff Call: 30 - 60 minute meeting to outline the onboarding and training process and set a go-live date.
	Weeks 2 - 3	Portal Administrators	Gather Information for Portal: Finalize users and departments list. Update templates, alerts, tags, and custom text.
STAGE 3	Week 4	Portal Administrators	Administrator Training: 60 - 90 minute meeting for users who will be administering the portal and managing records requests.
	Week 6	All Staff Users	Staff Training: 60 minute training for staff who will be responding to record requests within the portal. Note: This Staff training is via Webinar only.
STAGE 4	Week 7	Communication Team	Go Live: Your agency's portal is now live and available to the public.
	Weeks 8 - 12	Portal Owner(s)	Check-in Review: Compare the first month of NextRequest usage against 30-day success goals and how you are using NextRequest.

Our Promise



Our team is dedicated to giving you the best experience in customer support. If your team changes, if your process changes, or if your agency evolves, we're here to help you transition and get you back on track.

Powerful Features for your records requests

NextRequest By The Numbers



8,550,311
Records Downloaded



1,310,000
Records Released



9,128
NextRequest Users

ADMINISTRATIVE TOOLS

- Staff user roles allow controlled access to specific feature sets
- Configurable departments and related request routing
- User-configurable alerts
- User-configurable templates for responses and request closures
- Customizable tags to categorize requests

MESSAGING AND COMMUNICATION

- Private messages for internal staff communication
- Private documents facilitate internal review and redaction before release
- Email bridge that allows users to send personal messages via email without logging into the application
- Automatic email notifications for “request received,” “due soon,” “overdue,” and other actions and statuses related to a request

PUBLISHING AND PERMISSIONS

- Publish individual requests to the public or only the requester
- Control staff permissions
- Review documents internally before release
- Time-based publishing
- Publish requests, even if they have sensitive internal content on them
- Visibility by department

CUSTOMER SUPPORT

- Online documentation, including video tutorials
- Phone, email, and chat support

REQUEST DIVERSION

- Real-time keyword search that deflects requests by routing people to existing information online
- The ability to review and reference past requests and documents to reduce duplicates

Our records request software empowers organizations to collaborate remotely and asynchronously.



REDACTION

- Area and text-based redaction in browser
- Auto-generates an exemption annotation
- Search-based batch redaction
- Automatically generates both redacted and original versions of your documents

DOCUMENT HOSTING

- Supports any file type, including PDF, email extracts, audio, and video
- Document viewer in application

ROUTING AND ROLES

- Automatically send requests to predefined user groups or departments
- Set roles within a group or department
- Define global user abilities with roles

COST, INVOICING, AND PAYMENTS

- Time tracking and cost calculation
- Send and track invoices
- Receive payments online via credit card (PCI compliant)
- Option to create custom invoicing templates



RAPID REVIEW MODULE

- Extract PST and MSG files for review directly in the NextRequest platform
- Rapidly review documents and emails in context and create document workflows
- Redact hundreds of documents at once
- Take bulk actions on documents to release, delete, and move, all at once
- Optical character recognition (OCR) available to decipher the text on scanned documents

DRAFT REDACTION

- Autosaves redactions so you won't lose your work
- Share and collaborate on redactions before finalizing and releasing
- Leave comments on documents for internal review

RISK MODULE

- Machine learning capabilities to search a document for potential risk in sensitive data

PUBLIC ACCESS AND INFORMATION

Our records request software empowers organizations to collaborate remotely and asynchronously.



BULK DOWNLOAD

- Honor requests so requesters can download some or all documents published for their requests in two clicks

CUSTOM FORMS

- Staff can customize requester forms on the public side to select by department, requester subject, etc.
- It makes requests more accessible and easy to understand for requesters
- Saves time to get request to the correct department or connect requester with necessary resources



Proposal

Town of Eatonville

Issued:
February 5, 2024
Valid for 60 days



Veronica King
Town Clerk
Town of Eatonville ("Client")
307 E. Kennedy Blvd
Eatonville, FL 32751

(866) 761-5301
 3717 Apalachee Parkway
Suite 201
Tallahassee, Florida 32311
 sales@justfoia.com
 www.justfoia.com

Dear Veronica King,

Thank you for considering **JustFOIA's Proposal** in your organization's search for a Records Request Tracking Solution. Please consider the following benefits included with your JustFOIA partnership and subscription:

- **Long-Term Partnership Ensuring Client Success:** We are with you every step of your JustFOIA Client Journey. Our Delivery Team conducts live trainings and partners with you to ensure the system is configured to your unique needs. Our partnership continues throughout your journey, supported by our Technical Support & dedicated Client Success Teams.
- **Continuous Training:** In addition to live trainings, JustFOIA provides a complimentary subscription to a Learning Management System (LMS) including on-demand continuing educational videos and content.
- **Government Security & Compliance:** All JustFOIA client sites are deployed exclusively on the Microsoft Azure Government Cloud, the Gold Standard in government-level security. As a certified SOC 2 organization, JustFOIA ensures the foundational principles of security, privacy, compliance, and transparency.
- **Unlimited Administrators, Power Users & General Users:** No matter the number of staff involved in records requests, JustFOIA allows unlimited users for all contracted modules at no additional charge.
- **Configurability & Flexibility:** JustFOIA is more than *just* FOIA. Receive a better return on investment by leveraging the solution for more than public records. Liens, Permits and Subpoenas are just a few client examples. With JustFOIA, you have more control over system settings and functionality than any other solution. Dynamic fields recognize keywords entered by citizens to point them to the right place.
- **Having a Voice:** JustFOIA was created based on client feedback, which continues to be the main source of product roadmap ideas. Clients play an essential role in our product feedback loop, collaborating with JustFOIA's Product Development & Quality Assurance Teams to ensure powerful and easy-to-use releases.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your consideration and hope that we will have the pleasure of partnering with you.

Sincerely,

Scott Mursten
Senior Solution Consultant
(866) 761-5301 ext. 1520 | smursten@justfoia.com

EXECUTIVE SUMMARY

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software-as-a-service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time by automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

OUR COMPANY

Built by users, for users

JustFOIA, Inc. ("JustFOIA") began as a product built for MCCi's public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients' digital transformation journeys by adding intelligence to their processes.



Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations' records requests, MCCi's development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In 2014, the JustFOIA Solution was launched.** Fast forward to 2020, JustFOIA's success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2022, we celebrated the milestone of over 1 MILLION records requests processed in JustFOIA, serving more than 375 clients in 43 states.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

We believe ideas get better when you create an environment of sharing. We regularly organize specialized group discussions, where users with similar challenges engage with our team to make the system work better for them. In addition to testing done by our seasoned, in-house development and quality assurance testing teams, when large features are ready to be tested, we gather beta clients for focus groups and trial usage before releases make it to prime time.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You're not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.



Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.

Proactive client success



JustFOIA



We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.**



To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

WHAT'S INCLUDED WITH JustFOIA PRO?

FEATURES & SERVICES	Pro
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-On (SSO)	+
Data Storage & Users	
Standard Data Storage	3 TB
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	+
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing	+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
Two-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Administration Assistance Hours	+

✓ Included +Optional

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 866.761.5301
 850.564.7496 fax

Client Name: Town of Eatonville
Client Address: 307 E. Kennedy Blvd, Eatonville, FL 32751
Proposal Number: 30325
Proposal Type: New JustFOIA System

Quote Date: February 05, 2024

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Pro Tier 1: Up to 10,000 Population	1	\$4,950.00	\$4,950.00
<input checked="" type="checkbox"/> Any & All Document Management for JustFOIA Pro	1	\$1,237.50	\$1,237.50
<input checked="" type="checkbox"/> Payment Portal for JustFOIA Pro	1	\$742.50	\$742.50
<input checked="" type="checkbox"/> Single Sign on for JustFOIA Pro	1	\$742.50	\$742.50
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> 3 TB of Storage	1	Included	Included
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> JustFOIA Administration Assistance	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff to be used for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			

SUBTOTAL - RECURRING ANNUAL SERVICES	\$9,058.50
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<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included
<input checked="" type="checkbox"/> Configuration of 2 Request Forms	1	Included	Included
<i>1. City Records Requests 2. Police Records Requests</i>			
<input checked="" type="checkbox"/> Payment Portal Configuration	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	\$750.00	\$750.00
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	\$750.00	\$750.00

SUBTOTAL - ONE-TIME SERVICES	\$2,250.00
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YEAR 1 ORDER COST	\$11,308.50
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This is not a formal quote.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

NOTE: *The information presented in this document is based on the results of JustFOIA's and Client's collaborative preliminary discovery thus far. As planning and discovery continue, the project scope and costs may change to meet the specific needs of Client. **JustFOIA will provide an official Order with its Assumptions, Terms & Conditions for review and approval prior to the start of any project.***

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the Master Agreement. An annual increase of **5%** will be applied to the prior year's billed amount (excluding any initial or one-time discounts).

SALES TAX

Sales tax will be invoiced where Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

HOW DOES IT WORK?



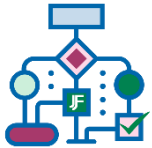
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure Backup services provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

CLIENT JOURNEY TO EMPOWERMENT

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

DELIVERY TEAM

Once you have selected your “destination” of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our “Implementation Launch Session,” your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote, live “*System Training Sessions*” for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process.

As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase.

Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on stand-by to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our *Hypercare Check-in Service* period until you are transitioned to your long-term Client Success and Technical Support Teams.

CLIENT SUCCESS

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone.

In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan should issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

Administration Assistance

Want an enhanced level of support? JustFOIA offers a supplemental support package, Administration Assistance, to cover ongoing consultation, training, and configuration services and is strongly encouraged to be included with every renewal. You'll receive a 10% discount off JustFOIA's Support Technician hourly rate when purchasing in advance this block of hours, which will expire on the same date as the Subscription Period End Date.

With JustFOIA Administration Assistance, our stellar support team can be available for the following:

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION SERVICES

Configuration services for request form(s), associated workflow(s), email templates, dynamic form fields, and more.

MAINTENANCE SERVICES

For clients with a DirectRoute Workflow, we will make minor adjustments such as changes in the routing individual to maintain your DirectRoute Workflow.

DESCRIPTION OF SUPPORT LEVELS*	Technical Support	Administration Assistance
▪ Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	✓	✓
▪ Remote access support through web meeting	✓	✓
▪ Automatic product version updates, security updates, and hotfixes	✓	✓
▪ Customized Training Center for JustFOIA LMS	✓	✓
▪ Access to higher-level support technicians with enhanced knowledge		✓
▪ Additional Web-Based Training for New/Existing Users		✓
▪ Annual System Review (upon Client request)		✓
▪ Additional System Settings Consultation		✓
▪ Assistance with updating Public Portal components		✓
▪ Configuration of dynamic form fields		✓
▪ Creation of new forms/updating of existing forms		✓
▪ Configuration of workflow settings, including new and adjustments		✓
▪ Adjustments to user-created and/or system-generated email templates		✓
▪ Maintenance of DirectRoute workflows		✓

*Hours: JustFOIA allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. The creation of DirectRoute Workflows is not included in Administration Assistance.

SERVICE PACKAGES

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding
- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

PAYMENT PORTAL CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (JetPay/NCR, NIC, PayPal or Authorize.net)*
**Recommended that merchant account application be completed at the time of JustFOIA contract execution to avoid project delays.*
- Supply necessary credentials from Payment Processor. Examples include:
 - Client Key
 - Web Key
 - API Identifier

- Payment Type Name
- Allowed Payment Method
- Participate in testing process

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

DEFINITIONS

To determine which modules are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all modules described below.

REDACTION MODULE

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution new user and refresher training. Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables [Single Sign-On](#) ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- | | |
|--------------------------|---|
| ▪ Azure Active Directory | ▪ Active Directory |
| ▪ ADFS | ▪ Google Workspace (formerly G Suite, formerly Google Apps) |
| ▪ Open ID Connect | ▪ SAML |
| ▪ PingFederate | ▪ Duo |

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal, NIC, and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal, NIC, or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the [Laserfiche Integration User & Configuration Guide](#).

ANY & ALL DOCUMENT MANAGEMENT

For clients who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

DIRECTROUTE WORKFLOWS

DirectRoute Workflows enhance your organization’s efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA’s standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS

For clients looking for a more advanced form experience, Dynamic Form Fields provide a way to create highly interactive and user-centric request forms. These fields adapt the form’s behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Text Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

INSTANCE

For agencies that prefer to have multiple instances of JustFOIA, there are options available. Ideal for shared services environments with centralized IT administration and billing needs, an additional instance can be used for an additional agency, division or even a sandbox environment. An additional instance includes:

- Per-instance administration interface
- Same add-ons as initial system
- A separate, unique URL
- Unique set of system email templates
- Independent branding and separate Public Portal
- Independent reporting
- A different SSO domain and/or payment account

READY TO PARTNER?

If you're ready to take the next step with JustFOIA, what happens next?

Checklist	Step/Activity	Responsible Party
<input type="checkbox"/>	Client notifies JustFOIA Solution Consultant (SC) of Vendor Selection	Client
<input type="checkbox"/>	Client reviews the What's Included and Pricing pages to confirm all necessary components are included and requests any necessary updates.	Client
<input type="checkbox"/>	JustFOIA SC requests information below to provide official Contract/Order with Assumptions, Terms & Conditions: <ul style="list-style-type: none"> ▪ Legal Name ▪ Bill to Contact(s)/Email(s) ▪ Ship to Contact(s)/Email(s) ▪ Accounts Payable Email (if applicable) ▪ Desired Request Forms ▪ Desired URL (Example: bryantx.justfoia.com) 	JustFOIA SC
<input type="checkbox"/>	Ensure your IT Department has reviewed and agreed to the prerequisites for: <ul style="list-style-type: none"> ▪ Single Sign-on <ul style="list-style-type: none"> ▪ Determine enterprise connection (i.e., Azure Active Directory, ADFS, SAML) ▪ Laserfiche Integration <ul style="list-style-type: none"> ▪ Must be on version 10.4 or higher ▪ What type of Laserfiche environment do you have (i.e., On-prem, Laserfiche Cloud, MCCi Managed Cloud, etc.)? 	Client IT
<input type="checkbox"/>	Ensure your Finance Department has reviewed and agreed to the supported payment gateways for the Payment Portal (Authorize.NET, PayPal, NIC, or NCR/JetPay) <ul style="list-style-type: none"> ▪ Determine desired payment gateway ▪ Determine/setup merchant account compatible with payment gateway 	Client Finance
<input type="checkbox"/>	Client/JustFOIA Legal Review	Client & JustFOIA SC
<input type="checkbox"/>	Client executes Contract and becomes part of the JustFOIA family!	Client

THIS IS NOT AN INVOICE

Order Form
Prepared for
Eatonville, FL

Granicus Proposal for Eatonville, FL

ORDER DETAILS

Prepared By: Kyle Connors
Phone: (864) 365-8450
Email: kyle.connors@granicus.com
Order #: Q-338876
Prepared On: 16 Mar 2024
Expires On: 14 May 2024

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Essentials Package 3 Setup and Configuration	Up Front	1 Each	\$0.00
GovQA - Online Training	Up Front	1 Each	\$0.00
Online Training – Users	Up Front	1 Each	\$0.00
Payment Setup and Configuration	Up Front	1 Each	\$0.00
Additional Storage Setup and Configuration	Up Front	1 Each	\$0.00
Invoicing Setup and Configuration	Up Front	1 Each	\$0.00
FOIA Platform Setup and Configuration	Up Front	1 Each	\$0.00
Redaction Setup and Configuration	Up Front	3 Each	\$0.00
ADFS Setup and Configuration	Up Front	1 Each	\$0.00
Advanced Email Tracking Setup and Configuration	Up Front	1 Each	\$0.00
SUBTOTAL:			\$0.00

New Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Essentials Package 3	Annual	1 Each	\$7,500.00
Payments Module	Annual	1 Each	\$0.00
Hosted Data Storage (TB)	Annual	1 Each	\$0.00
Invoicing Module	Annual	1 Each	\$0.00
FOIA Module Non Enterprise	Annual	1 Each	\$0.00
Redaction License (per named user)	Annual	3 Each	\$0.00
ADFS/Single Sign-on Module	Annual	1 Each	\$0.00
Advanced Email Tracking	Annual	1 Each	\$0.00
PST Email Extractor	Annual	1 Each	\$0.00
PST Email Extractor Annual Services and Maintenance	Annual	1 Each	\$0.00
SUBTOTAL:			\$7,500.00

- *Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of \$1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Eatonville, FL is able to contact Granicus for a report on how much storage has been used.*

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Essentials Package 3	\$8,025.00	\$8,586.75
Payments Module	\$0.00	\$0.00
Hosted Data Storage (TB)	\$0.00	\$0.00
Invoicing Module	\$0.00	\$0.00
FOIA Module Non Enterprise	\$0.00	\$0.00
Redaction License (per named user)	\$0.00	\$0.00
ADFS/Single Sign-on Module	\$0.00	\$0.00
Advanced Email Tracking	\$0.00	\$0.00
PST Email Extractor	\$0.00	\$0.00
PST Email Extractor Annual Services and Maintenance	\$0.00	\$0.00
SUBTOTAL:	\$8,025.00	\$8,586.75

PRODUCT DESCRIPTIONS

Solution	Description
Essentials Package 3	Essentials Package 3
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Redaction License (per named user)	Redaction License (per named user)
GovQA - Online Training	GovQA - Online Training
Online Training – Users	Online Training – Users
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking
FOIA Platform Setup and Configuration	FOIA Platform Setup and Configuration
PST Email Extractor	Extract and deduplicate Outlook .pst files into component .msg files with their attachments, allowing them to be machine readable and redactable within GovQA while retaining the original .pst file.

Solution	Description
PST Email Extractor Annual Services and Maintenance	A Granicus implementation consultant and technical support engineer will enable and test this feature. The feature's functionality will be reviewed with the customer's project team during workshops.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at <https://granicus.com/legal/licensing>, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-338876 dated 16 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Eatonville, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:		Purchase Order Required?	<input type="checkbox"/> - No <input type="checkbox"/> - Yes
Billing Address:		PO Number: <i>If PO required</i>	
Billing Email:		Billing Phone:	

If submitting a Purchase Order, please include the following language:

The pricing, terms, and conditions of quote Q-338876 dated 16 Mar 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Eatonville, FL	
Signature:	
Name:	
Title:	
Date:	



Eatonville, FL

Empowering a Modern Digital Government



Kyle Connors

What are your top priorities?

- **Reduce workload** by automating public records process
- **Reduce duplicate requests** with our patented deflection technology
- **Track and Redact** efficiently, completing key public records activities securely and remotely.
- **Increase transparency** while reaching more residents and businesses to account for the needs of the whole community.
- **Enhance cybersecurity** and data protection to mitigate increasing cybersecurity risks on CJIS attested platform.
- **Consolidate systems** and increase interoperability to improve ease of use and reduce silos.
- **Improve compliance** with public records laws as well as accessibility and similar laws and regulations.

Why Government Leaders Choose Granicus

Trusted by thousands of government agencies at all levels



Secure

Security-First

FedRAMP authorized; Tier III, DOD-approved data centers; Private vs. Public cloud.



Supported

Tech support M-F, 8 am – 2 am

Extended support and in-depth training for your entire team; three types of support available – technical, success, adoption.



Simplified

One Platform

Streamline digital services by consolidating to a single platform vs. multiple vendors and applications.



Innovation Leader

First-to-Market Technology

\$20M Invested Annually in R&D, Foremost innovator of government SaaS technology, with 5 first-to-market solutions.

Finding A Solution: Vetting The Company



Proven, trusted, & stable

- ✓ Referenceable customers
- ✓ Track record of successful implementations
- ✓ Sound financials
- ✓ Continued growth and innovation



Long-term success & adoption by staff

- ✓ Monthly feature and security updates
- ✓ Dedicated training team
- ✓ 24/7 support
- ✓ Resources dedicated to on-going staff use/adoption



Interoperable Platform

- ✓ Platform of government solutions
- ✓ Seamless integrations between applications
- ✓ Proven track record of increasing program results
- ✓ Continually developing new products



Expands as our needs grow

- ✓ Customer-requested feature development
- ✓ Government program consulting services
- ✓ Clerk's office add-on modules
- ✓ Aligns with our organizational priorities

Finding A Solution: Software Capabilities



Meets the needs of the community

- ✓ Improves access to public information
- ✓ Improves constituent's experience
- ✓ Increases civic engagement
- ✓ Transparency



ADA accessible now and in the future

- ✓ Optimizes ADA accessibility of records
- ✓ Adapts to evolving ADA guidelines
- ✓ Proven ADA strategy backed



Improves efficiency and staff productivity

- ✓ One-click record creation for walk-ins, fax, or mail
- ✓ Digital signoff and tracking
- ✓ Help the County remain de-centralized with a central way to collaborate and communicate between departments
- ✓ Reduces time spent by 80% so they can spend



GOVQA Public Records Platform

Estimate Ballpark Pricing

» **\$7,500.00 annually**

Public Record Request Management

Section IV. Item #3.

Automated Workflow for Government Compliance

When the public, journalists, lawyers and other governments request documents from you, the countdown begins. Manually tracking complex, voluminous requests to stay compliant is stressful and insecure litigation looms. Automation is key. GovQA simplifies secure collaboration and compliance with all internal and external parties from intake to final reporting.

1

INTAKE

- **Public portal** with your look & feel means a seamless request process
- **Patent-pending deflection** tools deliver requested information in-line and before a request is submitted for reduced request volume and workload

2

VET

- **Secure admin portal** for automated communications
- **Link duplicates** to eliminate redundant work
- Create **estimates/invoices**

3

GATHER & TRACK

- **Tiered request processing** makes it easy to collaborate, delegate, and track complex requests
- At-a-glance **status indicators** and in-app **Notification Center** reduce email clutter
- **Exchange Requests™** allow you to securely gather information from external agencies and non-government entities (like attorneys)

4

REVIEW

- **In-tool Redaction™** increases security and reduces steps to successful redaction
- **Text search, pattern match & redact similar** eliminate accidental release of PII
- **Automated exemption logs** ensure compliance

5

RESPOND

- **Configurable templates** for standardized, secure release of files to the public portal
- **No file size limitations** means no stress in dealing with large files

6

REPORT

- **Dashboards & full audit trail** make reporting easy
- **Customize and schedule reports** for a big picture understanding of your organization's status

Connected Technology Snapshot



Website

Engage and serve online



Engagement & Sentiment

Know your community



Email & SMS

Strategically reach and engage



Agenda & Video

Meeting management, live video



Forms and Workflows

Optimize Digital Services



Customer Service

Customer service hub and 311/CRM



Short Term Rentals

Host compliance and identification



Public Records

Improve access and delivery

Florida Users of GOVQA with Granicus

Green Cove Springs

Pensacola

North Port

Bradenton

Sweetwater

Sanford

DeBary

Safety Harbor

Plantation

Davie

Key West

Maimi Lakes

Royal Palm Beach

Palm Beach

Alachua

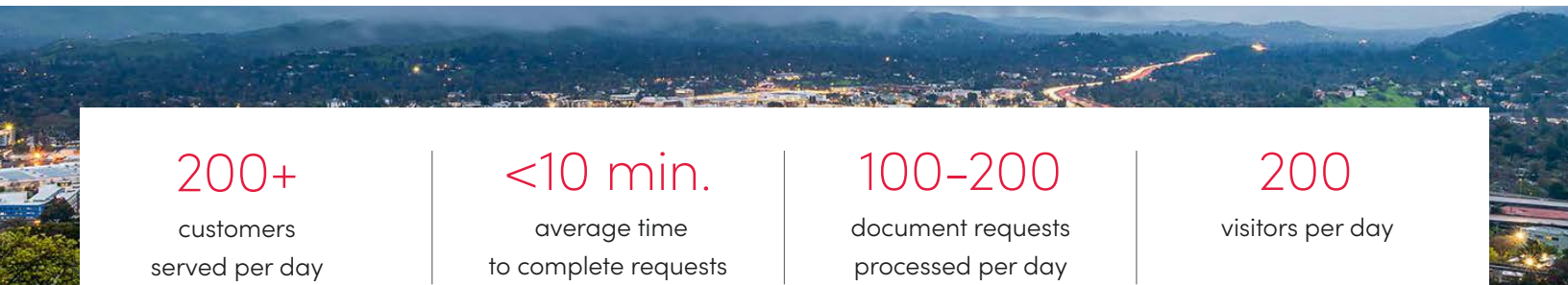
Punta Gorda



Contra Costa County, CA

Section IV. Item #3.

Brought Self-Service Efficiency to Records Requests



200+
customers
served per day

<10 min.
average time
to complete requests

100-200
document requests
processed per day

200
visitors per day

OVERVIEW

After 25 years of using an outdated system, the Records Office in Contra Costa County, CA, found the opportunity to re-evaluate their public records request solution. Implementing Granicus tools not only brought the team cutting-edge technology, it also created efficiencies for both staff and the public while opening new doors to improved service.

SITUATION | A CHANGE DECADES IN THE MAKING

In a region of the country known for frequent technological innovations, Contra Costa was using tools that were a step behind. Processes took over five minutes to run reports and an entire back wall of the office's lobby was dedicated to iPads and computer kiosks to take requests in a process that often led to crowded groups waiting their turn to submit forms.

Sparked by changes and concerns about their current software provider, the Contra Costa staff saw the opportunity to finally make a change, something that none of the current staff had done in their time working for Contra Costa.

SOLUTION | REDUCING TOOLS, CREATING INNOVATIONS

Working together with the Granicus team, the Clerk Recorder's office was able to efficiently move from six different software programs to using only govRecords to meet a variety of their needs.

Armed with this new flexibility, the team also found the opportunity to innovate new procedures to help make requests even more efficient. Working with the Granicus team, Contra Costa implemented a QR code system to connect users directly with relevant pages for related document requests.

RESULTS | CHANGING EXPECTATIONS OF GOVERNMENT

Staff estimates that the office sees over 100 requests from nearly 200 visitors per day, a number she only sees growing in the future. Having a system in place designed to make meeting customer needs easier, therefore, helps meet increasing demand while being dedicated to doing the best work possible. And while, by its nature, the Clerk Recorder's office doesn't have many repeat customers, the changes have already shown some responses, most notably, the public facing kiosks and the speed at which requests can be handled are getting the strongest feedback.

MUST HAVE SOLUTION

govRecords

“We have complex functions that we do here, and there's just really no getting around that. So it's important to ensure our system is easy to use.”

Elizabeth Gutierrez,
Assistant Clerk Recorder,
Contra Costa County, CA



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL WORKSHOP

MARCH 26, 2024, 6:30 PM

Cover Sheet

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

ITEM TITLE: Discussion of Communication Solutions for the Town and its Residents
(Clerk’s Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: Administration
INTRODUCTIONS		Exhibits: <ul style="list-style-type: none"> • TextMyGov Quote • Savvy Citizen Quote • Telephone Information Line
CONSENT AGENDA		
COUNCIL DISCUSSION	YES	
ADMINISTRATIVE		

REQUEST: For Town Council to further discuss communication options that would best benefit the town and its residents. (**This is a follow up to the presentations given on March 5th)

SUMMARY: The Town Council, residents, and staff have expressed the importance of effective communications and finding ways to close the communication gap. Product Information for a communication app was presented on January 16th and March 5th for consideration. The vendors presented for consideration were TextMyGov, SeeClickFix, and Citizen Savvy.

In addition, an information phone line is being proposed as a compliment and addition to the communication app for effective communication. Proposals for TextMyGov and Citizen Savvy are being brought back to the Council to discuss desires towards a one-way or two-way communication tool. The proposed information line is proposed as an alternative for individuals who do not have a smart phone or access to a computer.

TEXTMYGOV can help the town improve citizen engagement and communication through a two-way, smart texting tool providing open lines of communication 24 hours a day and easily connects using smart technology, through smart texting, the town’s website and other communication methods. TextMyGov can answer questions, send links to the website providing details on garbage pickup, utility payments, city news, events, office hours, road closures, community celebrations, safety issues, potholes, and animal control just to name a few. Citizens can ask questions and get immediate customized, automatic responses, find links to website, address problems, report any issues and upload photos.

SAVVY CITIZEN, is an on-way interactive communication tool that allows for Mass Notifications, Alerts, and Events to be pushed directly to residents in real time via their preferred method (email, text, or by phone). Updates and mass notifications can be sent to residents in less than a minute and allows quick communication that will save on critical time. It is a complete solution that includes team management, weather, and traffic integration critical event response teams, management, affordability, and much more.

RECOMMENDATION: For Town Council to further discuss communication options that would best benefit the town and its residents to include directives for how they would like to move forward on a communication app and utilizing a information telephone line.

FISCAL & EFFICIENCY DATA: Recommended budget line is the Contingency Account # 001-0511-511-5800 or choice budget line indicated by Town Council.



WW.TEXTMYGOV.COM



TextMyGov
PROPOSAL

DATE: 01/08/2024

INTRODUCTION TO TEXTMYGOV



TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, 97% of smartphone owners text regularly. The technology analysts at Compuware reported that 80 to 90% of all downloaded apps are only used once and then eventually deleted by users.

TEXTMYGOV SOLUTIONS



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.



IMPLEMENTATION

GETTING STARTED

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

CONFIGURATION

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

MEDIA KIT

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available Monday - Friday 6am-5pm MST.

SUBSCRIPTION COST BREAKDOWN

This quote represents a subscription to TextMyGov with an initial TERM of Three-Years. The agreement is set to be automatically renewed after the initial term has finished. Support and services fees may increase in subsequent years but will increase no more than 5% per year. See below for the package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms HYPERLINK "http://www.textmygov.com/terms"

Package	Price	Billing
TextMyGov: <ul style="list-style-type: none"> • TextMyGov web-based software • Local phone number • Short code number (outgoing messages) • Unlimited users & departments • Unlimited support for every user • 10 GB manage online data storage • 25,000 Text messages per year 	\$3,500	Annual
Implementation/Setup Fee	\$1,750	One Time
	First year total	Year one
	Total recurring	Annual

Terms

- *This is a Three-Year Term.*
- *After the initial Three-Years , the agreement will revert to year-to-year*
- *Cancellation requires a 60-day written notice*
- *Customer is required to put TextMyGov widget on agency's website*
- *This proposal is valid for 30 days*
- *Customer is required to provide a copy of W-9*



ADDITIONAL SERVICES

Additional Services	Price	Billing
Enhanced Media & Care Package <ul style="list-style-type: none">Marketing material and expert implementation to promote and optimize TextMyGov, see us here for additional information: Enhance Media Package	Price is based on population- See Account Executive for details.	Annual
Additional Storage <ul style="list-style-type: none">100 GB of additional storage.	\$250 per unit	Annual
Additional Text Messages <ul style="list-style-type: none">25,00050,000100,000	\$300 \$550 \$750	Annual
Database <ul style="list-style-type: none">Database of your local residence to improve citizen engagementDatabase might have been quoted in the original quote. See your package breakdown for details	Price is based on population. See Account Executive for details.	



AGREEMENT CONFIRMATION

We need two contacts for implementation. A cell phone is required for implementation. We also need the best contact for installing the widget on your agency's website.

Implementation Contact 1

Name	
Title	
Email	
Office Phone	
Cell Phone	

Implementation Contact 2

Name	
Title	
Email	
Office Phone	
Cell Phone	

Billing Contact

Name	
Title	
Email	
Office Phone	
Address	
W-9	Please attach W-9 in a separate email.

Agreement Signature

Name	
Title	
Date	
Signature	

Widget Contact

Name	
Title	
Email	
Office Phone	

(This person is responsible for placing the TextMyGov widget (see options- [TextMyGov | Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time)



TWILIO CONTACT

Twilio Authorized Contact 1

Name	
Title	
Email	
Office Phone	
Business Title:	

Twilio Authorized Contact 2

Name	
Title	
Email	
Office Phone	
Business Title:	

I confirm that my nominated authorized representatives agree to be contacted by Twilio.

Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts.

Savvy Citizen Price Quote

Prepared exclusively for **Eatonville**.

	Monthly	Yearly
Base Rate	\$99	\$1,089
(Add-On) Plugins	\$20	\$240
(Add-On) Targeted Notifications	\$20	\$240



There is a one-time marketing/setup fee of **\$300** that will be added to your first payment.
Choosing to pay yearly offers a discount of **\$99** per year over the monthly plan.

Special Item Explanations:

- **Website Plugins** is an optional add-on that allows you to put your Savvy Citizen content directly on your own website. Don't put up with the hassle of entering your community information twice.
- **Targeted Notifications** is an optional add-on that allows you to send notifications to people in geographic areas. You can create custom zones on an interactive map and send targeted notifications to residents in that area.
- **The Marketing/Setup fee** is an at-cost amount used to advertise your use of Savvy Citizen to your residents. This can include such things as Facebook advertising, road signs, handouts, etc. that the Savvy Citizen team will create and manage for you. The amount shown above is a suggested amount to spend and can be adjusted during the registration process.

Register Now

We encourage you to register with Savvy Citizen to lock in current prices for six months. Please note that registration is not a commitment to use or purchase our service.

You can register by going to the following address or scanning the QR code: <https://savvycitizenapp.com/government/signup/6100>



Contact Us

If you have any questions, please feel free to contact us. Our advisors are here to help you chart a course to successfully communicating with your residents.

You can contact us by going to the following address or scanning the QR code: <https://savvycitizenapp.com/government/contactus>



We sincerely thank you for your consideration.

Adrian Hamilton

Staff - 03-18-2024 9:58 AM

Good morning Veronica,

Unfortunately, the particular number you are requesting is tough to obtain. I recommended using an existing number on the Town of Eatonville account or there are third-party vendors that you can purchase a number from and we can port into Smart City. Below are some examples of numbers.

PIG PICK 

(407) 214-2222 \$199.00

Orlando, FL **GET IT NOW**

ADD TO CART

Near Me

(407) 464-INFO \$338.00

Apopka, FL 7-10 days to activate

ADD TO CART

Near Me

(407) 565-INFO \$298.00

Apopka, FL 7-10 days to activate

ADD TO CART

Near Me

(407) 979-9TOE \$39.00

St Cloud, FL 7-10 days to activate

ADD TO CART

Near Me

(407) 612-3TOE \$68.00

Windermere, FL 7-10 days to activate

ADD TO CART