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# CITY COUNCIL REGULAR SESSION

## CITY OF LAKE CITY

March 01, 2021 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

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## AGENDA

*Due to the COVID-19 social distancing requirements, the City of Lake City will meet at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, Lake City, FL 32055. The meeting will also be available via communications media technology.*

**CMT instructions are located at the end of this Agenda.**

### **Pledge of Allegiance**

### **Invocation - Mayor Stephen M. Witt**

*Ladies and Gentlemen;*

*The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council.*

*Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.*

### **Roll Call**

### **Proclamations**

### **Minutes - none**

### **Approval of Consent Agenda**

- [1.](#) Travel Request - Council Member Jake Hill has requested to attend the 2021 Florida Black Caucus of Local Elected Officials, Inc. Spring Conference to be held March 18 - 19, 2021 in Kissimmee, Florida. This is not a budgeted conference. The estimated cost to attend will be approximately \$700.

Currently budgeted in the Council Travel accounts 511.30-40 and 511.30-55 are the following: Airport Conference \$1,900; Florida League of Cities

\$6,150; City Council Travel Allowance \$9,000 and IEMO Training - Basic and/or Advanced \$2,750.

- [2.](#) Approval to award Custom Truck and Body Works, Inc. with building the Lake City Fire Department a new light-duty rescue truck. A new light-duty rescue truck was budgeted for FY2021. Through a competitive bidding process Custom Truck and Body Works, Inc. came in as the most responsive as well as the lowest cost at \$125,381.00. This is \$381.00 over budget, however funds are available from recent surplus sales on Govdeals.net to cover this overage.

## **Approval of Agenda**

### **Presentations**

3. Jamie Bell, P.E, Jones Edmunds - Project Update on 47 and I75

### **Open First Public Hearing for the Community Development Block Grant CV Funding**

- [4.](#) Corbett Alday, V.P. of Guardian CRM Inc. - FFY 2020-21 Community Development Block Grant (CDBG) CV Funding PowerPoint

### **Close Hearing**

### **Open First Public Hearing for the Community Development Block Grant Economic Development**

- [5.](#) Corbett Alday, V.P. of Guardian CRM Inc. - Community Development Block Grant PowerPoint

### **Close Hearing**

- [6.](#) Corbett Alday, V.P. of Guardian CRM Inc. - Fair Housing Workshop PowerPoint

### **Persons Wishing to Address Council**

*Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to [submissions@lcfla.com](mailto:submissions@lcfla.com) no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.*

### **Old Business**

#### Ordinances

**Open Public Hearing**

- [7.](#) City Council Ordinance No. 2020-2173 - (final reading) An ordinance of the City of Lake City, Florida, amending Ordinance No. 91-688, as amended, relating to an amendment to the text of the City of Lake City Comprehensive Plan, pursuant to application, CPA 20-10, by the City Council, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, providing for amending Policy I.1.2 of the future land use element by adding a mixed use land classification, repealing all ordinances in conflict, and providing an effective date.

Passed on first reading 12-21-2020

**Close Hearing****Adopt City Council Ordinance No. 2020-2173 (final reading)****Open Public Hearing**

- [8.](#) City Council Ordinance No. 2021-2178 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of ordinances; providing for amendments to the rules of meetings of the City Council and special standing committees; providing for amendments to the composition, function, and responsibilities of various special standing committees; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Passed on first reading on 02/16/2021

**Close Hearing****Adopt City Council Ordinance 2021-2178 (final reading)****Open Public Hearing**

- [9.](#) City Council Ordinance No. 2021-2182 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida by adding Section 2-184, to provide for the procurement of design-build contracts; providing for severability; providing for conflicts; providing for codification; providing an effective date.

Passed on first reading 02/16/2021

**Close Hearing****Adopt City Council Ordinance No. 2021-2182 (final reading)****Open Public Hearing**

- [10.](#) City Council Ordinance No. 2021-2183 - (final reading) An ordinance of the City of Lake City, Florida, relating to unlawful activity within public roads and rights-of-way; amending Chapter 98 of the City of Lake City Code to further prohibit activities that interfere with public safety and the primary purpose of public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading 02/16/2021

### **Close Hearing**

### **Adopt City Council Ordinance No. 2021-2183 (final reading)**

### **New Business**

#### Ordinances

- [11.](#) City Council Ordinance No. 2121-2181 - (first reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-01, by the City Council, providing for amending Section 10.11 entitled approval of changes to landmarks and landmark sites by adding three categories of projects, routine maintenance, minor work and major work, for the purpose of determining if approval is required by the Land Development Administrator or the historic Preservation Agency and by adding design guidelines; providing severability; repealing all ordinances in conflict; and providing an effective date.

### **Adopt City Council Ordinance No. 2021-2181 (first reading)**

- [12.](#) City Council Ordinance No. 2021-2185 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Section 102-111 of the City Code of ordinances; providing for amendments to the utility area or zone within which the connection to certain city utilities may be required; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

### **Adopt City Council Ordinance No. 2021-2185 (first reading)**

#### Resolutions

- [13.](#) City Council Resolution No. 2021-026 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Airport Advisory Committee; repealing all resolutions in conflict; and providing an effective date.
- [14.](#) City Council Resolution No. 2021-029 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a Department of Justice



Grant up to an amount of \$45,234.00 to purchase equipment for the use and benefit of the Lake City Police Department.

- [15.](#) City Council Resolution No. 2021-031 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Twelve with Passero Associates, LLC, for professional services related to building assessment of hangers currently occupied by HAECO Airframe Services, LLC, at a cost not to exceed \$28,000.00.
- [16.](#) City Council Resolution No. 2021-032 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with C.A. Boone Construction, Inc., for the paving of an existing unpaved parking area and driveway, and the construction of a sidewalk, all of which is located at the City's Natural Gas Department at a cost not-to-exceed \$63,651.00.
- [17.](#) City Council Resolution No. 2021-033 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Grant Agreement with the State of Florida, Department of Environmental Protection, to facilitate the re-chlorination of reclaimed water and reimburse the City for certain costs expended up to an amount of \$1,000,000.00.
- [18.](#) City Council Resolution No. 2021-034 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Three to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation, for preparation of the civil construction drawings describing the proposed drainage improvements for the St. Margarets Waste Water Treatment Facility at a cost not-to-exceed \$19,500.00.
- [19.](#) City Council Resolution No. 2021-035 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.
- [20.](#) City Council Resolution No. 2021-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the second addendum to the contract with Municipal Code Corporation, doing business as "Municode", to recodify the City Charter and Code at an additional cost of \$6,120.00.
- [21.](#) City Council Resolution No. 2021-037 - A resolution of the City Council of the City of Lake City, Florida, granting a utility easement to Florida Power & Light Company to provide additional utilities to Sallie Mae Jerry Park.
- [22.](#) City Council Resolution No. 2021-038 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a trial agreement with Axon Enterprise, Inc., through the Lake City Police Department, to evaluate equipment provided by Axon Enterprise, Inc., for a thirty (30) day trial and loan period, at no cost to the City.

**Departmental Administration**

- [23.](#) Discussion and Possible Action - New City Hall and Renovations of Girls Club Buildings - (Joseph Helfenberger)
- 24. Mandatory Procurement Training Announcement - (Joseph Helfenberger)
- 25. Discussion and Possible Action - Utility Advisory Committee Members - (Mayor Stephen M. Witt)

**Comments by Council Members****Adjournment****Zoom CMT Information**

**Place:** Due to COVID-19, this meeting will also be available via communications media technology.

Members of the public may attend the meetings **online** at:  
**<https://us02web.zoom.us/j/85143910809>** or

**Telephonic by toll number (no cost to the city), audio only** at: 1-346-248-7799

**Meeting ID:** 851 4391 0809#

Then it will ask for Participant id, just press #.

**Telephonic by toll-free number (cost per minute, billed to the city, zero cost to the caller), audio only** at: 1-888-788-0099

**Meeting ID:** 851 4391 0809#

Then it will ask for Participant id, just press #.

**Public Participation**

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function or raise hand function to request to speak; or (2) telephonically by dialing \*9 to raise hand. The Chair will allow for sufficient time for all participants to be heard.

Those attendees wishing to share a document must email the item to **[submissions@lcfla.com](mailto:submissions@lcfla.com)** no later than noon on the day of the meeting.

Instructions for meeting attendance and participation are also available at [www.lcfla.com](http://www.lcfla.com) under the calendar entry for the corresponding City Council Regular Session Meeting.

To receive a copy of the agenda packet with supporting documentation, please contact the City Clerk's Office at **[clerk@lcfla.com](mailto:clerk@lcfla.com)** or **386-719-5826**.

**Contingency Information**

**Contingency Plan Meeting:** This will be activated and held if the City experiences connection or web conferencing failure. Any meeting taking place via the contingency plan will be held and/or reconvened via a conference call utilizing the information provided below.

**The public may attend the contingency plan meeting as follows:**

1-844-992-4726 (toll free)

**Enter access code:** 173 541 6832#

Then it will ask for attendee ID number, just press #

The public may participate in the contingency plan meeting at the appropriate time when the chair requests public comment. The Chair will allow for sufficient time for all participants to be heard.

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**Pursuant to 286.0105, Florida Statutes,** *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

**SPECIAL REQUIREMENTS:** *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

**File Attachments for Item:**

1. Travel Request - Council Member Jake Hill has requested to attend the 2021 Florida Black Caucus of Local Elected Officials, Inc. Spring Conference to be held March 18 - 19, 2021 in Kissimmee, Florida. This is not a budgeted conference. The estimated cost to attend will be approximately \$700.

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**Starling, Danielle**

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**From:** Florida Black Caucus of Local Elected Officials <fbcleo@flicities.com>  
**Sent:** Friday, February 19, 2021 10:56 AM  
**To:** hillj@lcfla.com  
**Subject:** 2021 FBC-LEO Spring Conference

# **FLORIDA BLACK CAUCUS of Local Elected Officials, Inc.**



## **2021 FBC-LEO Spring Conference**

**March 18-19, 2021**

Embassy Suites by Hilton Orlando  
Lake Buena Vista South  
Kissimmee, Fla.

**REGISTRATION NOW OPEN!**

Registration links can be found below.

**2021 FBC-LEO Spring Conference  
March 18-19, 2021  
#FBCLEO2021**

**Registration \$150.00**

**Embassy Suites by Hilton Orlando  
Lake Buena Vista South  
Kissimmee, Florida**

**Please register no later than March 9, 2021**



# RESPECTING DIFFERENCES FOR CULTURAL COMPETENCE

FBC-LEO Spring Conference

2021



## KEYNOTE SPEAKER



**DARRELL BUTLER**

Butler Consulting Group - BC Innovations

**#FBCLEO2021**

**Click Here to  
Register Online**

**Download  
Registration Form**

**View Conference Agenda**

For additional information or assistance with registering, please contact  
[fbcleo@flcities.com](mailto:fbcleo@flcities.com) or 850.222.9684.

## Hotel Information

Embassy Suites by Hilton Orlando  
Lake Buena Vista South  
4955 Kyngs Heath Road  
Kissimmee, FL 34746

**Room rate: \$125.00 per night + tax**



Reserve your hotel room two ways:

1) Call 1-800-446-6677. Use the group code (FBL).

-or-

2) [Click here](#) to book online.

**Parking:**

Self-parking daily and overnight for guests: Free

Daily parking for non-guests: \$7.00

[Florida Black Caucus of Local Elected Officials](#)



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## FBC-LEO Spring Conference Registration Form

Embassy Suites by Hilton Orlando Lake Buena Vista South • March 18-19, 2021

### Florida Black Caucus of Local Elected Officials

P.O. Box 1757 • Tallahassee, FL • 32302-1757

850.222.9684 • [hhogarth@flcities.com](mailto:hhogarth@flcities.com)

**Paying by credit card:** please register with the following link:

[https://fbc-members.flcities.com/FBC/Events/Event\\_Display.aspx?EventKey=FBCLEOAC21](https://fbc-members.flcities.com/FBC/Events/Event_Display.aspx?EventKey=FBCLEOAC21)

**Paying by check:** Return the completed form with check payment to Florida Black Caucus of Local Elected Officials, P.O. Box 1757, Tallahassee, FL 32302-1757

**Deadline to preregister for the conference:** March 9, 2021. On-site registration is subject to a \$50.00 fee increase.

### Please Type or Print Clearly

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

First Name for Badge: \_\_\_\_\_ Title: \_\_\_\_\_

Member Status: ☐ Member ☐ Non-Member

Municipality: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: (for confirmation) \_\_\_\_\_

**Registration Fees:** Includes access to all sessions, workshop and meal functions.

	<b>Fee</b>	<b>Total</b>
(Postmarked on or before March 9, 2021)		
FBC-LEO Member	\$150.00	_____
FBC-LEO Non-Member	\$150.00	_____
Extra Guest Dinner Ticket	\$50.00	_____
TOTAL AMOUNT HERE		_____

**Special Needs:** If you require special services or have dietary needs, please attach a written description to your registration form.

**Cancellation Policy:** Cancellations must be submitted in writing and received by 5:00 p.m. on March 5, 2021. Please email cancellation requests to [hhogarth@flcities.com](mailto:hhogarth@flcities.com). Refunds will be issued after the conference minus a **\$50.00** administrative fee. **There will be no refunds for "no shows" or cancellations after March 5, 2021.**

## Conference Agenda

(Agenda Subject to Change)

### Thursday, March 18, 2021

9:00 a.m.- 5:00 p.m. Registration Desk Open  
9:00 a.m.- 10:00 a.m. Light Continental Breakfast  
10:00 a.m.- 11:30 a.m. Opening Address and Welcome

10:45 a.m.- 11:30 a.m. Opening Keynote Address:  
**Building Stronger Cities: An Initiative of the Florida League of Cities**  
**Speaker: Tony Ortiz, FLC President, Commissioner, City of Orlando**

11:30 a.m.- 1:00 p.m. Networking Luncheon  
1:00 p.m.- 2:45 p.m. Affordable Housing Workshop  
2:45 p.m.- 3:00 p.m. Break  
3:00 p.m.- 4:30 p.m. Economic Development: Building a Robust Economy  
6:30 p.m.- 7:00 p.m. President's Reception

7:00 p.m.- 9:30 p.m. President's Dinner  
**Speaker: Clarence E. Anthony, CEO and Executive Director of the National League of Cities**  
**(Note: Guest dinner ticket is \$50.00)**

### Friday, March 19, 2021

8:00 a.m.- 3:00 p.m. Registration Open  
8:00 a.m.- 9:00 a.m. Light Continental Breakfast

9:00 a.m.- 10:00 a.m. Session #1:  
**Communicating to Our Community in Difficult Times – COVID Outreach**  
**Speakers:**  
Nina Mahmoudi, Marketing Director, City of St. Petersburg  
Nikki Gaskin-Capehart, Director of Urban Affairs, Department of Urban Affairs, St. Petersburg

10:00 a.m.- 10:15 a.m. Refreshment Break

10:15 a.m.- 11:45 a.m. Session #2:  
**Promoting the Local Economy: Funding Minority Businesses**  
**Speakers:**  
Ardail S. Allen, Certified Compliance Administrator, Business Analyst, Equal Business Opportunity Office, City of Tampa  
Eddie Cole, Mayor, Town of Eatonville

11:45 a.m.- 1:00 p.m. Networking Luncheon

1:00 p.m.- 3:00 p.m. Closing Keynote Speaker:  
**Respecting Differences for Cultural Competency**  
**Speaker: Darrell Butler, President, Butler Consulting Group - BC Innovations**

3:00 p.m. Conference concludes



U.S. General Services Administration

## FY 2021 Per Diem Rates for Florida

### Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25



U.S. General Services Administration

## FY 2021 Per Diem Rates for Florida

Max lodging by month (excluding taxes.)

Primary Destination	County	2020 Oct	Nov	Dec	2021 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Orlando	Orange	\$129	\$129	\$129	\$153	\$153	\$153	\$129	\$129	\$129	\$129	\$129	\$129
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96



205 North Marion Avenue, Lake City, FL to 205 North Marion Avenue, Lake City, FL

Drive 326 miles, 5 hr

## 205 N Marion Ave

Lake City, FL 32055

### Get on I-75 S from SW Main Blvd and FL-47 S

11 min (5.7 mi)


- ↑ 1. Head south toward NE Madison St  
89 ft
- ↘ 2. Turn right onto NE Madison St  
144 ft
- ↙ 3. Turn left at the 1st cross street onto N Marion Ave  
489 ft
- ↘ 4. Turn right onto W Duval St  
0.1 mi
- ↙ 5. Turn left at the 3rd cross street onto SW Main Blvd  
Pass by Wendy's (on the right)  
1.4 mi
- ↘ 6. Slight right onto FL-47 S  
3.8 mi
- ↑ 7. Turn left to merge onto I-75 S  
0.2 mi

### Follow I-75 S and Florida's Turnpike to FL-535 S in Orange County. Take exit 68 from I-4 W


2 hr 11 min (154 mi)

- ↑ 8. Merge onto I-75 S  
95.3 mi
- ↙ 9. Keep left at the fork to continue on Florida's Turnpike, follow signs for Orlando/Turnpike S  
Toll road  
49.0 mi
- ↘ 10. Take exit 259 for Interstate 4 toward Downtown Orlando/Downtown Tampa  
Toll road  
0.7 mi
- ↘ 11. Use the 2nd from the left lane to continue toward I-4 W  
Toll road  
36 ft
- ↙ 12. Keep left at the fork, follow signs for Tampa W  
Toll road  
0.9 mi
- ↑ 13. Continue onto I-4 W  
7.9 mi
- ↘ 14. Use the right 2 lanes to take exit 68 toward Kissimmee  
0.3 mi


Follow FL-535 S to your destination in Osceola County

- 9 min (3.5 mi)
- 


15. Slight left onto FL-535 S

3.4 mi
- 


16. Turn right onto Kyngs Heath Rd

289 ft
- 


17. Turn right

98 ft
- 

18. Turn right

82 ft
- 

19. Turn left


 Destination will be on the right

69 ft


2 hr 31 min (163 mi)

4955 Kyngs Heath Rd  
Kissimmee, FL 34746


Get on I-4 E in Orange County from FL-535 N

- 10 min (3.8 mi)
- 


20. Head west

66 ft
- 


21. Use the left lane to turn left toward Kyngs Heath Rd

52 ft
- 


22. Continue straight

98 ft
- 

23. Turn left onto Kyngs Heath Rd

289 ft
- 


24. Turn left at the 1st cross street onto FL-535 N

3.3 mi
- 


25. Use the right lane to merge onto I-4 E via the ramp to Orlando

0.4 mi


Follow Florida's Turnpike and I-75 N to FL-47 N in Columbia County. Take exit 423 from I-75 N

- 2 hr 8 min (153 mi)
- 


26. Merge onto I-4 E

3.0 mi
- 


27. Keep left to stay on I-4 E

3.3 mi
- 

28. Keep left to stay on I-4 E


1.6 mi
- 

29. Take exit 77 toward Ocala


 Toll road


1.0 mi
- <https://www.google.com/maps/dir/205+North+Marion+Avenue,+Lake+City,+FL/4955+Kyngs+Heath+Rd,+Kissimmee,+FL+34746/205+North+Marion+A...>

2/3
- 18


- 

30. Merge onto Florida's Turnpike

 Toll road

48.7 mi
- 


31. Merge onto I-75 N

95.4 mi
- 


32. Take exit 423 for FL-47 N toward Lake City

0.2 mi


Follow FL-47 N and SW Main Blvd to your destination in Lake City


- 

33. Turn right onto FL-47 N


10 min (5.3 mi)
- 

34. Use any lane to turn left onto SW Main Blvd


 Pass by McDonald's (on the right in 1.1 mi)

3.6 mi
- 

35. Turn right onto W Duval St

1.5 mi
- 


36. Turn left onto N Marion Ave

0.1 mi
- 

37. Turn right onto NE Madison St

489 ft
- 

38. Turn left

 Destination will be on the left

144 ft
- 89 ft

2 hr 29 min (162 mi)

205 N Marion Ave

Lake City, FL 32055

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

**File Attachments for Item:**

2. Approval to award Custom Truck and Body Works, Inc. with building the Lake City Fire Department a new light-duty rescue truck. A new light-duty rescue truck was budgeted for FY2021. Through a competitive bidding process Custom Truck and Body Works, Inc. came in as the most responsive as well as the lowest cost at \$125,381.00. This is \$381.00 over budget, however funds are available from recent surplus sales on Govdeals.net to cover this overage.



MEETING DATE
03/01/2021

# CITY OF LAKE CITY

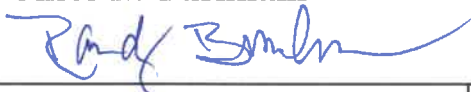
## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:**                    **Light-Duty Rescue Fire Apparatus**

**DEPT / OFFICE:**    **Fire Department**

**Originator: Chief R. Burnham**



**City Manager**

Joseph Helfenberger

**Department Director**

Chief R. Burnham



**Date**

2/16/2021

**Recommended Action:**

Approve a request to award Custom Truck and Body Works, Inc. with building the Lake City Fire Department a new light-duty rescue truck. (see attached exhibits for recommendations).

**Summary Explanation & Background:**

A new light-duty rescue truck was budgeted for FY2021. Through a competitive bidding process Custom Truck and Body Works, Inc. came in as the most responsive as well as the lowest cost @ \$125,381.00. This is \$381.00 over budget, however funds are available from recent surplus sales on Govdeals.net to cover this overage.

**Alternatives:**

Continue utilizing our larger apparatus to respond to non-structural emergency calls.

**Source of Funds:**

**Fire Department FY2021 Budget: Acct.#060.64**

**Financial Impact:**

\$ 125,381.00 Non-recurring expense

**Exhibits Attached:**

Light-Duty Rescue Truck Specifications and Bid Tabulations.

**CITY OF LAKE CITY**  
**PURCHASE ORDER (PO)**  
**STANDARD TERMS AND CONDITIONS**

If this PO is issued pursuant to a competitively procured contract between the Seller and another entity then, except as otherwise stated herein, the terms and conditions of the competitively procured contract shall constitute the terms and conditions of the agreement between the Buyer and Seller hereof." Please direct all questions or concerns to City of Lake City Procurement Department at (386) 719-5818 or [procurement@lcfia.com](mailto:procurement@lcfia.com)

1. **DEFINITION:** "BUYER" means City of Lake City as identified in the PO; "SELLER" means vendor that sells goods and/or services to BUYER.
2. **FREIGHT/SHIPPING:** Prices stated are FOB Destination, freight prepaid and allowed, to shipping location specified on PO unless another FOB method is agreed upon in writing. Materials/supplies shall be properly packaged and marked with the PO number.
3. **DELAYS/CANCELLATIONS:** If delivery/completion dates cannot be met, SELLER shall inform BUYER immediately. However, such notice shall not constitute a change to the delivery/completion terms of the PO unless BUYER modifies the PO in writing. If any item is not received or if any element of the work is not completed by the date specified, BUYER, at BUYER's option and without prior notice to SELLER, may either approve a revised date or may cancel the PO and obtain such goods or work elsewhere. SELLER also shall be liable to BUYER for compensatory damages arising from such failure to timely perform.
4. **INSPECTION AND ACCEPTANCE:** Will be at final destination, unless otherwise specified. SELLER shall bear risk of loss until delivery and final acceptance of all items or completion of all work. No inspection or test made prior to final acceptance shall relieve SELLER from responsibility for defects or other failure to meet the requirements of this order. Rejected materials will be returned to SELLER at SELLER's risk and expense. "Final acceptance" shall occur when all items have been received, or all work has been completed, and accepted by BUYER, and BUYER has authorized final payment to SELLER.
5. **INDEMNITY:** SELLER shall indemnify and hold harmless the City, its officers, elected and appointed officials, employees and their agents from and against all claims, damages, losses, expenses, and liabilities arising out of the operations of SELLER pursuant to the PO specifically including, but not limited to, those caused by or arising out of a defective condition in the goods, whether patent, copyright, or latent, provided that such defect existed at the time of shipment by SELLER; the negligence of SELLER in the marketing, sale, and/or provision of the goods/ and/or services under the PO. SELLER agrees to pay all damages, costs and attorney's fees incurred in the defense of any such claim.
6. **VARIATION IN QUANTITY:** No variation in the quantity of any item purchased will be accepted unless such variation is otherwise permitted by the terms of the PO or by amendment to the PO.
7. **CHANGES:** No substitutions, quantity changes, price increases, etc. shall be made without a written change order to the PO.
8. **WARRANTY:** SELLER warrants that delivered supplies or equipment, or work performed, shall be free from all defects in material and workmanship for a period of one (1) year after acceptance and shall comply with manufacturer's specifications. All manufacturers' warranties shall be deemed assigned to BUYER.
9. **SUBMISSION OF A PROPER INVOICE:** Invoices may be submitted via (1) E-mail (electronic PDF image): [financeadmin@lcfia.com](mailto:financeadmin@lcfia.com); (2) Mail: Accounts Payable, 205 N. Marion Avenue, Lake City, FL 32055, or (3) Delivery: same address. Any invoice or payment request which is received by the CITY FINANCE DEPARTMENT must conform to the following requirements:
  - A. Complies with all terms of the PO;
  - B. Is an original invoice;
  - C. Is not under dispute;And must contain the following information:
  - A. The name and address of SELLER as reflected on the PO;
  - B. The invoice preparation date;
  - C. The number of the invoice to facilitate identification;
  - D. The authorizing CITY PO number; if PO is issued under a master contract, also include master contract number;
  - E. PO line item number, including description, quantity, unit of measure, unit price and extended price of the item;
  - F. Terms of any prompt payment discount offered;
  - G. Federal Identification Number (if applicable); and
  - H. Payment remittance address.
10. **PAYMENT:** Payment of invoices will be made in accordance with the Local Government Prompt Payment Act (Sec. 218.70, et seq., Florida Statutes). No C.O.D. shipments will be accepted. Inquiries concerning payment of invoices should be directed to the CITY FINANCE DEPARTMENT, telephone (386) 719-5792.
11. **SELLER's price** will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without express authorization of the CITY.
  - A. All materials, drawings, or other items provided by BUYER to SELLER remain the property of BUYER and will be returned to BUYER upon demand.
  - B. Any and all artwork or typeset photo ready material that has been paid for in the initial set up charge, or has been sent to SELLER for reproduction by BUYER will be returned to BUYER before final payment shall become due.
  - C. All containers, reels, or pallets shipped with supplies by SELLER are to remain the property of BUYER unless otherwise agreed in writing.
12. **TERMINATION:** The CITY may, by giving ten (10) calendar days written notice to the SELLER, terminate this order prior to the designated completion date FOR DUE CAUSE. Due cause for termination shall be, but not limited to, the best interests of the CITY, failure of the products to meet specifications, and/or for reasons of unsatisfactory service. The City may, upon giving thirty (30) calendar days written notice to SELLER, terminate the order with or without cause.
13. **LAWS:** The items and/or services covered by this PO shall comply with all federal, state or local laws relative thereto. All questions of validity, interpretation or performance of any of the terms or of any rights or obligations of the parties to this agreement shall be governed by Florida law; and any action brought by either party to enforce any of the terms of the agreement shall be filed in Columbia County, Florida.
14. **TAXES:** BUYER is exempt from sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. Do not include taxes in pricing. A copy of BUYER's Tax Exemption Certificate is available upon request.
15. **MATERIAL SAFETY DATA SHEETS (MSDS):** Prior to shipping any chemicals or substances to the City or bringing any chemicals or substances onto City property or a City work site, the Contractor shall provide City with copies of current Material Safety Data Sheets (MSDS).
16. **ASSIGNMENT:** SELLER may not assign any portion of the PO without prior consent.
17. **INSURANCE COVERAGE:** Applicable to the purchase of supplies, equipment, and services, including construction, the SELLER, at own cost and expense, shall obtain and maintain in force during the term of this PO, the following minimum insurance coverage:
  - A. Commercial General/Umbrella Liability Insurance – \$1,000,000 limit per occurrence for property damage and bodily injury. Service provider should indicate whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for: Premise/ Operations; Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project); Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; Personal Injury.
  - B. Business Automobile/Umbrella Liability Insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
  - C. Workers' Compensation and Employers'/Umbrella Liability Insurance -  
- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$500,000.00 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.
  - D. If PO is for professional services, professional liability insurance, including errors and omissions, \$1,000,000 or as per project.

NOTE: Additional insurance coverage may be required.



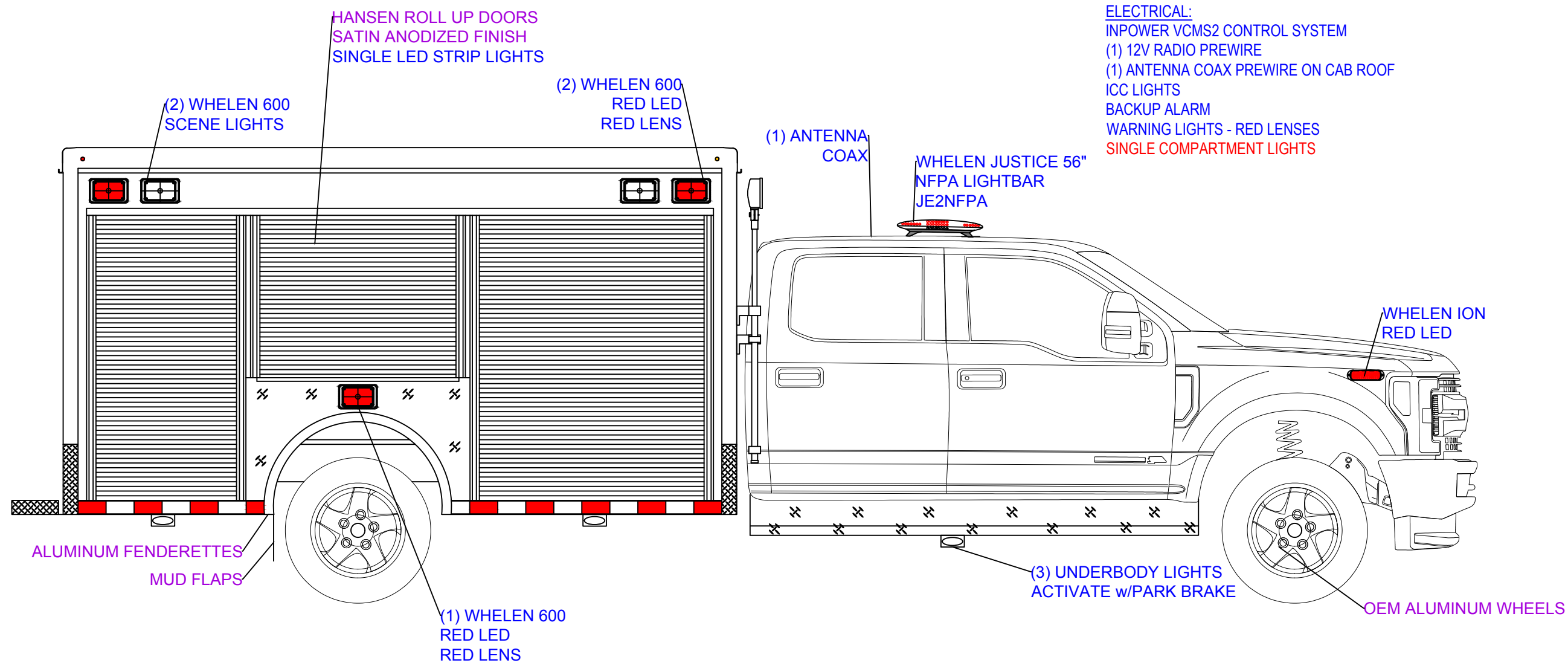
**ITB-006-2021 Light Rescue Fire Truck**  
**Received online: Bid Opening 2:00 pm February 16, 2021**

<b>Custom Truck and Body Works, Inc.</b> <b>13787 White House Road</b> <b>Woodbury, GA 30293</b> <b>706-655-4300</b>	<b>Georgia Commercial Vehicles</b> <b>879 Pickens Industrial Drive</b> <b>Marietta, GA 30062</b> <b>800-906-9615</b>
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	Quantity	Total	Quantity	Total
<b>Ford F550 XL, 4-door Crew Cab, Super Duty Truck</b>				
<b>per the specifications with in or equal</b>	1	\$125,381.00	1	\$139,988.00
<b>Total</b>		<b>\$125,381.00</b>		<b>\$139,988.00</b>

**Recommendation: Custom Truck and Body Works, Inc.**


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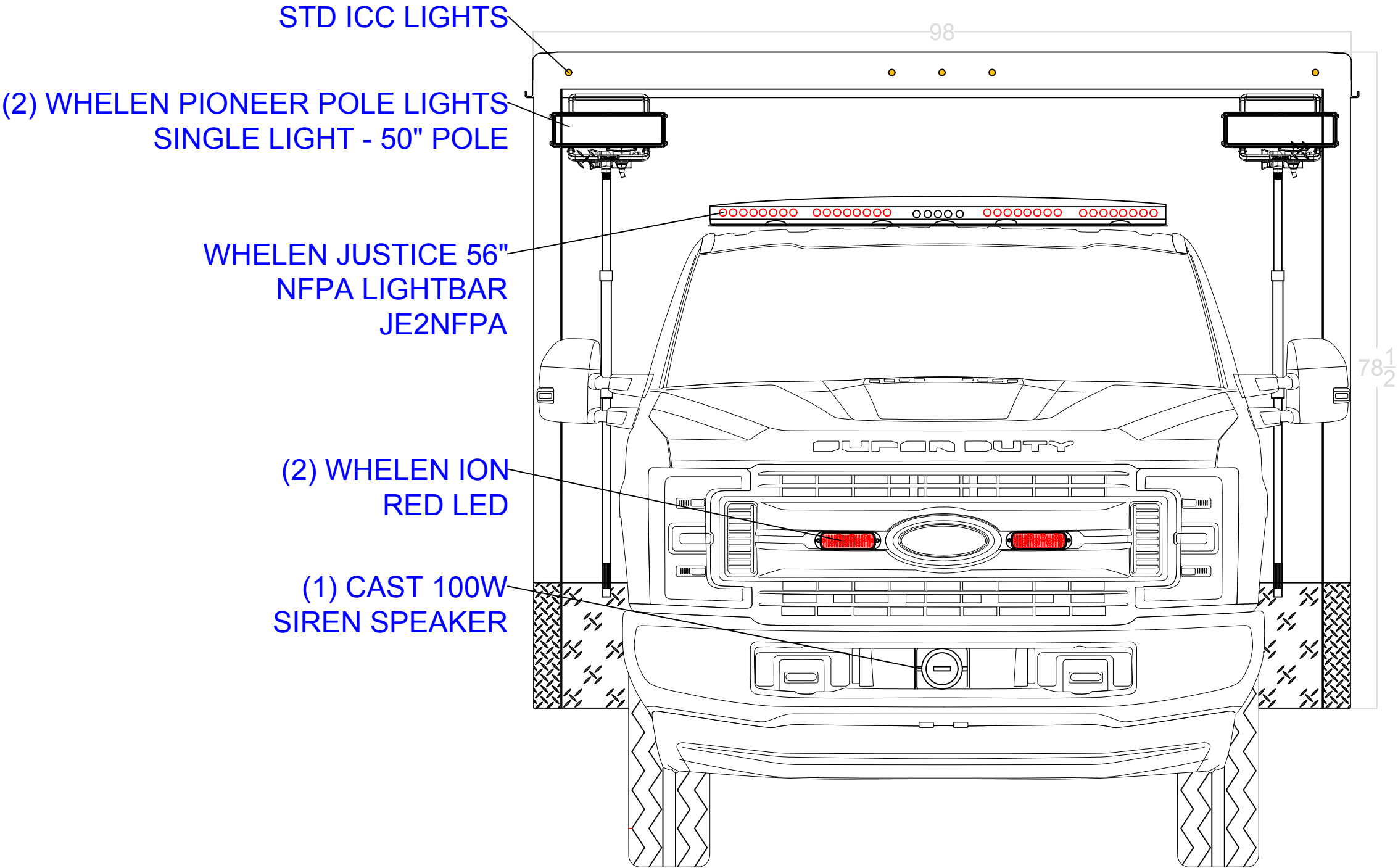


ELECTRICAL:  
 INPOWER VCMS2 CONTROL SYSTEM  
 (1) 12V RADIO PREWIRE  
 (1) ANTENNA COAX PREWIRE ON CAB ROOF  
 ICC LIGHTS  
 BACKUP ALARM  
 WARNING LIGHTS - RED LENSES  
 SINGLE COMPARTMENT LIGHTS


NOTE : THIS IS A GENERAL ARRANGEMENT DRAWING AND MAY NOT REFLECT ALL ITEMS AS SPECIFIED IN PROPOSAL. THIS DRAWING IS FOR REFERENCE ONLY.

COMPARTMENT EXTERIOR-PASSENGER SIDE				
	LOCATION	HEIGHT	WIDTH	DEPTH
R-1	FRONT FORWARD	72	51 1/8	TRANSVERSE*
R-2	ABOVE WHEEL WELL	45 3/4	45	23
R-3	AFTER WHEEL WELL	72	33 1/8	23

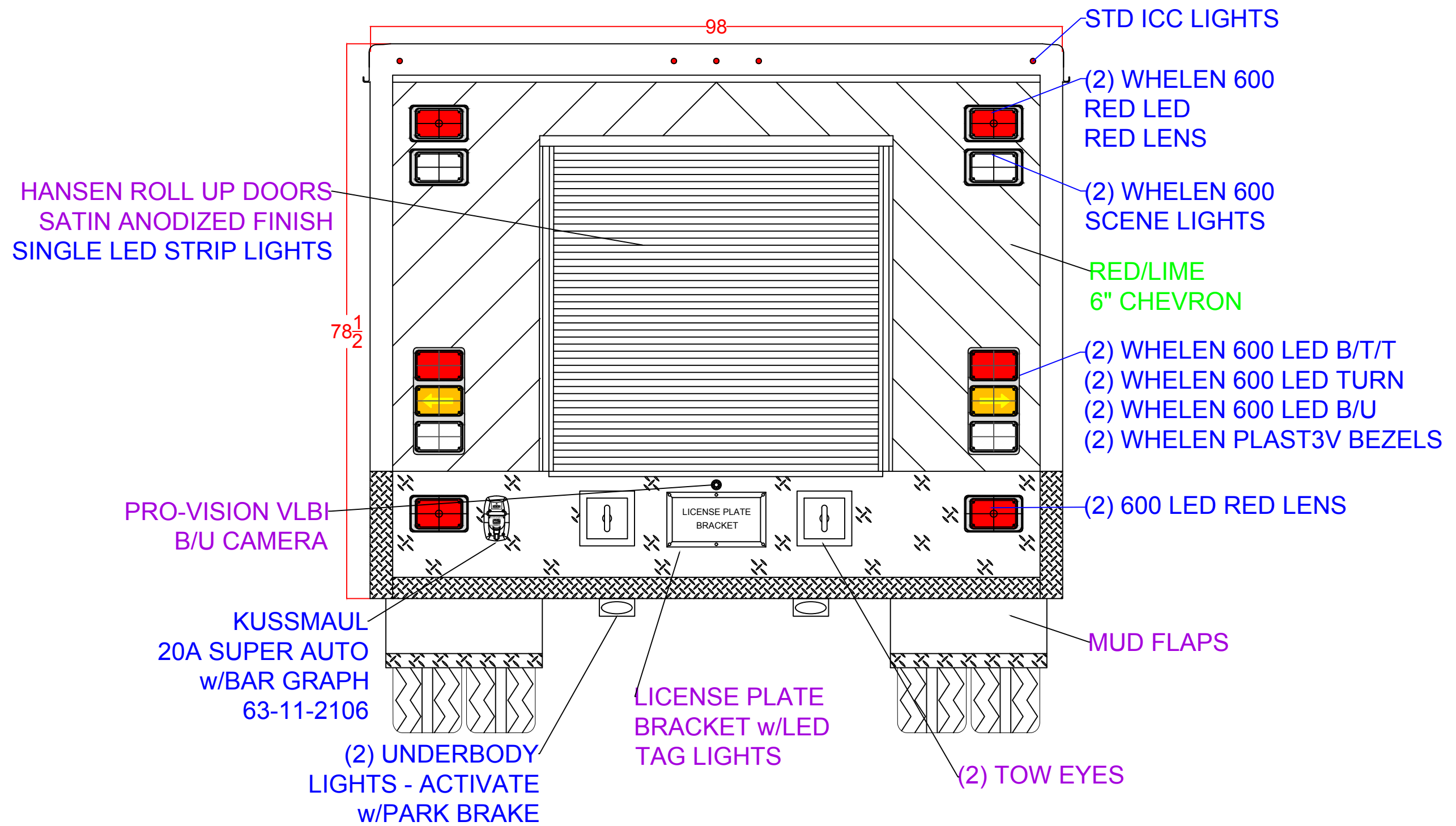
		LAKE CITY, FL	
		PROPOSAL DRAWING	
UNIT #	SIZE <b>B</b>	PART PASSENGER EXTERIOR	REVISION
PG#2	SCALE	DRAWN BY ABP	DATE 1/15/21



NOTE : THIS IS A GENERAL ARRANGEMENT DRAWING AND MAY NOT REFLECT ALL ITEMS AS SPECIFIED IN PROPOSAL. THIS DRAWING IS FOR REFERENCE ONLY.


	LAKE CITY, FL			
	PROPOSAL DRAWING			
UNIT #	SIZE <b>B</b>	PART	FRONT EXTERIOR	
PG#3	SCALE	DRAWN BY ABP	DATE 1/15/21	

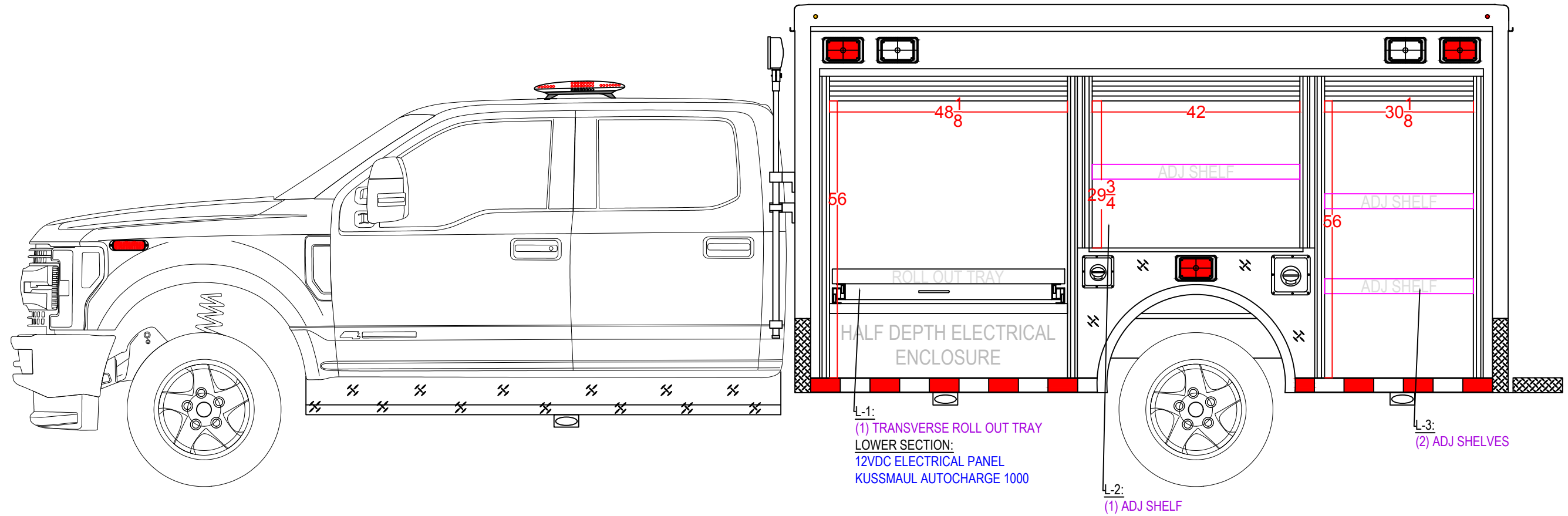





NOTE : THIS IS A GENERAL ARRANGEMENT DRAWING AND MAY NOT REFLECT ALL ITEMS AS SPECIFIED IN PROPOSAL. THIS DRAWING IS FOR REFERENCE ONLY.

COMPARTMENT EXTERIOR-DRIVER SIDE				
	LOCATION	HEIGHT	WIDTH	DEPTH
B-1	FRONT FORWARD	57	49	85

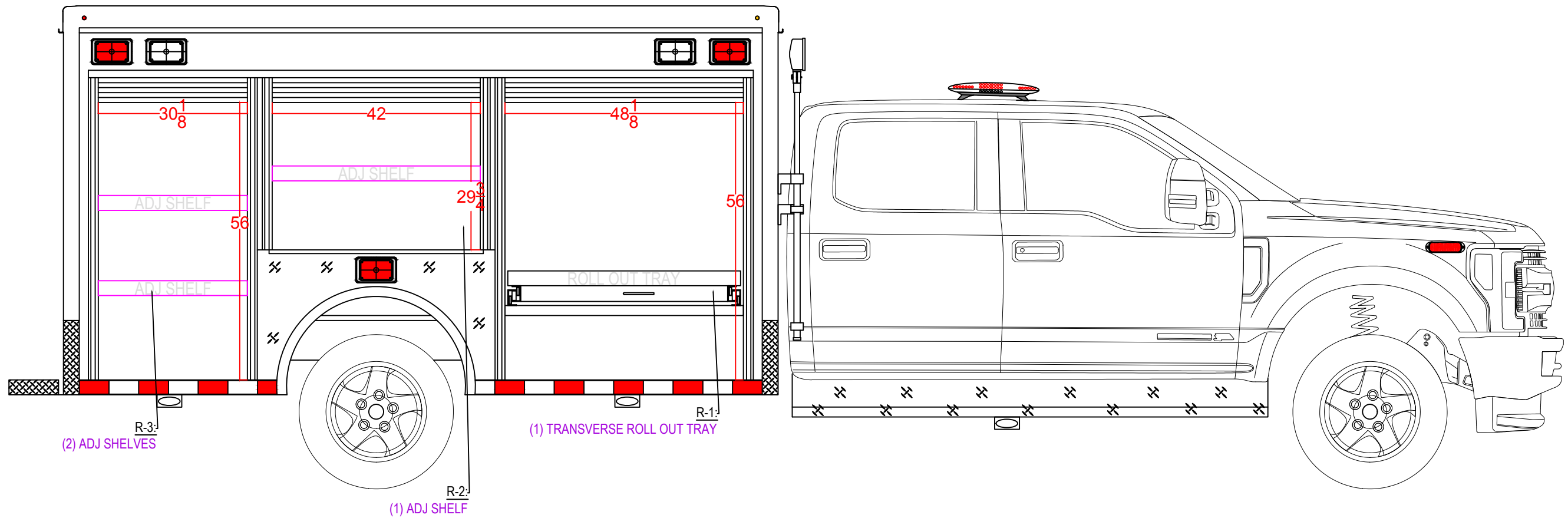
		LAKE CITY, FL	
		PROPOSAL DRAWING	
UNIT #	SCALE	REAR EXTERIOR	REVISION
PG#4		ABP	1/15/21




NOTE : THIS IS A GENERAL ARRANGEMENT DRAWING AND MAY NOT REFLECT ALL ITEMS AS SPECIFIED IN PROPOSAL. THIS DRAWING IS FOR REFERENCE ONLY.

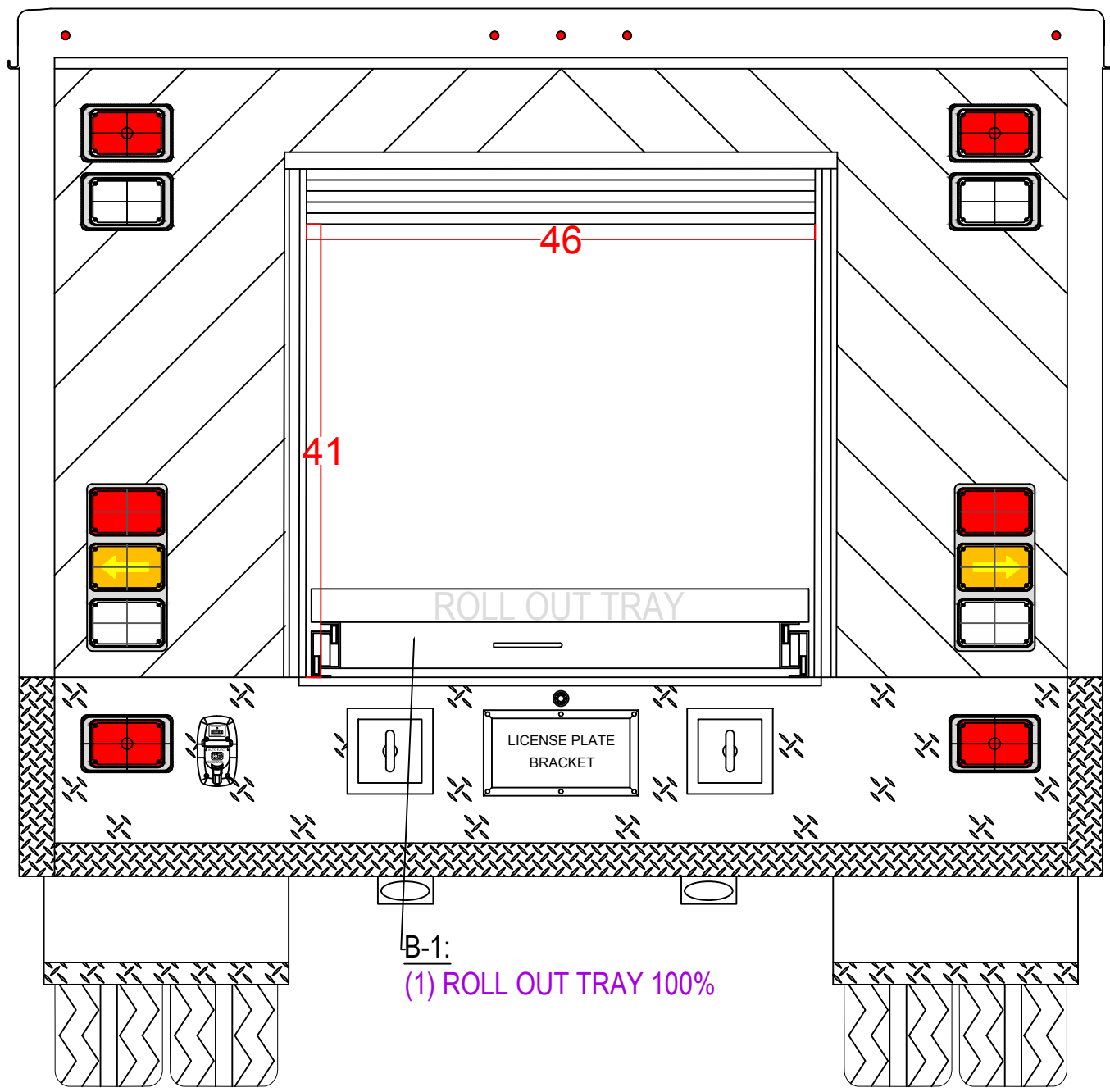
	LAKE CITY, FL		
	PROPOSAL DRAWING		
UNIT #	SIZE <b>B</b>	PART DRIVER INTERIOR	REVISION
PG#5	SCALE	DRAWN BY ABP	DATE 1/15/21






NOTE : THIS IS A GENERAL ARRANGEMENT DRAWING AND MAY NOT REFLECT ALL ITEMS AS SPECIFIED IN PROPOSAL. THIS DRAWING IS FOR REFERENCE ONLY.

	LAKE CITY, FL			
	PROPOSAL DRAWING			
UNIT #	SIZE <b>B</b>	PART	PASS INTERIOR	
PG#6	SCALE	DRAWN BY <b>ABP</b>	DATE <b>1/15/21</b>	REVISION



NOTE : THIS IS A GENERAL ARRANGEMENT DRAWING AND MAY NOT REFLECT ALL ITEMS AS SPECIFIED IN PROPOSAL. THIS DRAWING IS FOR REFERENCE ONLY.

	LAKE CITY, FL			
	PROPOSAL DRAWING			
UNIT #	SIZE <b>B</b>	PART	REAR INTERIOR	
PG#7	SCALE	DRAWN BY <b>ABP</b>	DATE <b>1/15/21</b>	REVISION

# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### CHASSIS SPECIFICATIONS

**2022 Ford F-550, XL, 4-Door Crew Cab, Diesel Engine, Race Red in Color, 4x2 Chassis:**

The cab and chassis meeting the requirements of this specification shall be a new, unused 2022-year model or newer, Ford, F-550, XL, 4-door crew cab with the following criteria:

- Ford F-550 Super Duty 4-Door Crew Cab and Chassis
- 19,500 GVWR with Payload Plus Upgrade
- 203-Inch Wheelbase with an 84-Inch Cab-to-Axle Measurement
- 47J Emergency Prep Package
- Two Wheel Drive
- 6.7 Liter Diesel Engine
- Engine Block Heater
- 10 Speed Automatic Transmission
- OEM Heavy Duty Cooling Radiator
- OEM Heavy Duty 397 Amp Alternator
- OEM Heavy Duty Air Conditioner
- Comfort Ride Suspension
- OEM Dual Batteries
- Modified Vehicle Wiring Kit
- Engine Idle Control
- Telescoping Power Tow Mirrors
- Power Steering with Tilt Steering Wheel
- OEM AM / FM / MP3 Stereo Radio with Digital Clock
- Gauge Package: Fuel Level, Water Temperature, Oil Pressure
- Seat Belts, Lap and Shoulder Harness
- Front Stabilizer Bar
- 225 Max Trac Tires
- Four Wheel Anti-Lock Brake System
- Front and Rear Heavy-Duty Shock Absorbers
- Aft-Axle 40 Gallon Capacity Fuel Tank
- Ford XL Trim Level Package
- 4.88 Limited Slip Rear Axle
- Black Mat Floor Covering
- 40/20/40 Front Seats
- Bench Rear Seats
- Front Tow Hooks
- Preferred Equipment Group
- Power Equipment Group
- OEM Polished Aluminum Wheels
- Ford Race Red in Color

**Custom Truck and Body Works, Inc.**

*Manufacturer of Quality Fire Apparatus*

13787 White House Road, Woodbury, Ga. 30293 / 706-655-4300 / [www.customtruckandbodyworks.com](http://www.customtruckandbodyworks.com)

# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### **Commercial Chassis:**

The cab and chassis meeting the requirements of this specification shall be a new, unused, 2022-year model or newer, Ford XL, F-550, 4x2, 4-door crew cab, with a 6.7 liter diesel engine and have an 84-inch cab-to-axle measurement and a 203-inch wheelbase measurement.

### **Apparatus Completion Timeline:**

The apparatus shall be completed within 90 to 120 days after the receipt of the cab and chassis from the Ford dealership.

### **Apparatus Manufactured Location:**

To simplify repairs, maintenance, warranties, and to keep with the purchasing department's high standards, this apparatus shall be assembled 100% in one (1) location. This apparatus shall **NOT** be partially constructed at the manufacturer's facility and then finished by a dealer representative at their location.

### **General Body Construction and Finish:**

The body of this apparatus shall be fabricated from the highest quality of materials, using the highest quality of craftsmanship, and shall be designed for use as an emergency apparatus. To keep with the purchasing department's construction methods and high standards for emergency use apparatus, the following shall be followed:

- Plastic, fiberglass, composite, or FRP panels shall **NOT** be used to cover any exterior metal surface in lieu of paint.
- All add-on items such as handrails, steps, lights, brackets, etc. shall be removed prior to prepping for paint.
- All metal surfaces of the body shall be sanded, prepped, primed, and painted to match the job color with the highest level of craftsmanship.
- The painted surfaces shall not have any visible imperfections within the painted finish.
- The front-side of the body, the street-side (left), the curbside (right), and a portion the rear-side of the body shall be painted to match the job color.
- Polished aluminum diamond plate or brushed finish stainless-steel shall **NOT** be used to cover the body in lieu of paint except for where used as stone guard protection on the lower portion of the front body panel below the frame rails, on the four lower corners of the body, over the rear wheel wells, and as a kick plate on the rear of the body.

# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### **APPARATUS BODY**

#### **Aluminum Rescue Module:**

The body shall be of an all-aluminum built body, using heavy-duty extruded crowns and corner posts. The body shall be specifically engineered, designed, and constructed to meet the severe cycle duties of the fire and rescue industry.

The department should not seek, nor accept; a lesser built, bent or formed aluminum or utility style body. Also, to avoid warranty issues, the department should only purchase the unit complete from a manufacturer who constructs the entire unit, 100%, including the body, electrical harnesses, paint, shelving, slide-out trays, etc. at the manufacturer's facility.

The body shall consist of seven (7) individual, exterior compartments. The compartments shall be individual components within an independent framework of the modular body and no two (2) compartments shall share a common wall. Visible framework of the modular body should not be acceptable.

The body shall be mounted on the before mentioned chassis and shall come with a ***Lifetime Structural Warranty***.

#### **Body Construction Overview:**

The body shall be constructed of heavy-duty, custom designed, aluminum extrusions and aluminum plate. The body shall be designed and engineered specifically for use as an emergency response apparatus and shall be built to meet the heavy-duty demands of the fire and rescue industry.

The body shall be of a welded style construction for maximum strength and integrity for the entire life span of the apparatus.

The aluminum extrusions shall be custom designed structural shapes that are of an alloy of 6061 and heated to a temper of T-6 hardness. The aluminum shapes shall be designed with a force-fit interlock system that shall eliminate any vibrations to the welded structural members.

The interior structural members shall be spaced at a maximum of 12-inches on center. The floor, compartment roofs, and sides shall be of a cage type construction that is built to form an independent structure which shall be self-standing and rigid. The body shall then be mounted to the before mentioned chassis. No chassis fabrication shall be required or should be permitted.

The exterior walls shall be constructed of 5052 H-32 aluminum with a heat-treated plate that is stretch leveled to a tolerance of +/- 0.003-inches. The exterior walls shall interlock into place.

All exterior compartments shall be separate, individual components, and no two compartments shall share a common wall.

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### **Floor Construction:**

The floor structure shall consist of 2-inch x 3-inch structural 6063 T-6 aluminum tubing spaced specifically for each body style as structurally required. Lateral tubing shall extend the full width of the body between the compartment boxes. The floor tubes shall be welded to the side structure channels.

The interior floor surface shall be covered with heavy-duty 0.125-inch-thick, smooth aluminum plate.

### **Corner Radius:**

The corner radius shall be of the same heavy-duty style construction as the compartment roof radius, except there shall be no built-in drip molding. The corner radius shall be a 3-inch radius.

All corners shall be semi-hollow extruded shapes for structural strength and shall give a smooth exterior appearance without the need for bending or forming of the sheet metal.

### **Body Side Structure:**

The body sides shall be constructed with four (4) corner radii. The radii shall be 3-inch arc shapes with interlocking edges on both sides. The extrusions shall be of an alloy of 6063 with a heat-treated temper of T-6.

The corners and compartment roofs shall be designed to work as a system that has a double gusset connector in each corner joint. The compartment roofs, corners, and sides shall be welded as no bolts or rivets are required, permitted or should be acceptable.

The sides shall be of a jig locked style construction. The jig shall hold the corners and body side panels in place while the inner 6063 T-6 structure is welded. The members shall be located at a maximum of 12-inches on center and welded to the compartment roof rails, which shall become the inner structural connector that shall become the roof members.

The exterior panels shall interlock with the compartment roof, corners and specially designed extruded aluminum compartment door frames and shall be constructed of 6063 T-6 aluminum material.

### **Compartment Roof Radius:**

The roof cove radius shall be of an extruded aluminum shape with an alloy and temper of 6061 T-6 with an ultimate strength of 42,000 psi. The shape shall be a 4-inch radius with a built in inner structural connector to form a one-piece side and roof structure.

The radius shall be of a semi-hollow shape for strength, reduced weight, and to also allow passage for the electrical wiring harnesses.

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

The roof and side sheets shall fit into the roof radius and shall be welded from the inside of the body.

### **Compartment Roof Construction:**

The compartment roofs shall be covered with 0.125-inch-thick, bright finished, aluminum diamond plate. The roof structure shall consist of 2-inch x 3-inch 6063 T-6 aluminum tubing that shall span the full width of the compartments. The roof structure tubes shall be spaced at a maximum of 12-inches on center.

The roof tubes shall be welded to the diamond plate roof and to the inner structural connector of the radius. The aluminum diamond plate sheet roof's perimeter shall be completely welded to the roof radii.

All roof seams and perimeters shall be solid welded. To aid in the prevention of water and dust leakage into the compartment areas, no caulking, screws, or rivets shall be utilized or should be acceptable.

### **Compartment Construction:**

All exterior compartments shall be constructed of 0.250-inch-thick, heavy-duty, smooth aluminum plate. All corners shall be welded.

- Each compartment shall be vented with a minimum of a 4-inch vent.
- Each compartment shall be vented to the atmosphere.
- Each compartment floor shall be of the "sweep out" design for the ease of cleaning.
- Each compartment shall have drain holes in the floor in the rear corners for the ease of cleaning.
- Each compartment shall be finished with a heavy-duty, polyurethane sprayed on "Scorpion" style protective finished coating.

The final color of the sprayed on "Scorpion" style protective finished coating shall be determined by the purchasing department during the pre-construction conference.

### **Wheel Wells:**

The wheel well openings shall be of sufficient size to permit the utilization of tire chains or other traction control devices used by the purchasing department. The wheel well openings shall also be of a sufficient size to permit the removal of the wheel and tire assembly without causing damage to the apparatus body, tires, or wheel assembly.

The wheel wells shall be provided with full 0.125-inch-thick, smooth aluminum fender liners that shall be rolled to eliminate pockets that might trap and collect road dirt. The liners shall



# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

have flanges at the bottom edge.

### **Outer Wheel Well Trim:**

The outer surface area of the wheel wells shall be covered with 0.125-inch-thick, bright finish, aluminum diamond plate for the complete protection from tire or chain kick-back. The diamond plate shall be secured to the modular body using stainless-steel fasteners.

### **Wheel Well Fenderettes:**

Fenderettes shall be of a heavy-duty, polished aluminum material and be securely fastened to the modular body using stainless-steel fasteners. The fenderettes shall extend from the bottom of the forward rub rail to the bottom of the rearward rub rail for a more pleasing appearance and optimal performance.

### **Body Mounting:**

The body structure sills shall be constructed of 1-inch-thick x 3-inch-wide, heavy-duty, aluminum flat bar and shall run the full length of the body structure. The flat bar shall be welded to each lateral structural member on both sides. The chassis and body shall be separated with a 1-inch-thick x 3-inch-wide nonmetal sill.

The body shall be capable of being removed from and transferred to a new chassis, similarly, sized to the old chassis, with minimal modifications. There shall be adequate space left between the cab and body, to prevent damage to the either the cab or body from flexing and normal highway use.

The body shall be attached to the before mentioned chassis using 5/8-inch steel “U” bolts and torsion springs. The body shall be mounted as per the Ford chassis manufacturers’ guidelines.

Additionally, an isolator shall be installed on each “U” bolt at the “U” bolt mounting point and the structural sill.

### **Roll-Up Compartment Doors:**

The compartments shall be equipped with six (6) custom-built, Hansen International, Inc., roll-up compartment doors. The doors shall be produced by an ISO-9001 certified company and tested to at least 100,000 cycles. Each door shall have a serial number label and shall carry a **Manufacturer’s Warranty** of ten (10) years. To facilitate a 24-hour replacement part service turn around, the doors must be manufactured within the Continental United States.

# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### **Roll-Up Door Operating Components:**

The easy-opening doors shall be equipped with a pre-tensioned internally lubricated counterbalance spring contained within a 0.060-inch x 4-inch diameter aluminum door roller tube and supported with a 0.625-inch diameter steel center shaft. The roller assembly and shaft shall be supported with two (2) pre-assembled and adjustable mounting plates of 0.090-inch zinc-plated-steel. The mounting plates shall have dual synthetic molded roller wheels that shall support the door above the guide channels as it is fed onto the roller tube counterbalance for storage. The door curtain assembly shall be attached to the roller tube counterbalance with woven nylon straps with quick detach steel mounting clips.

### **Roll-Up Door Construction-Smooth:**

The doors shall be constructed of double walled and concave hard anodized aluminum extrusion laths with a smooth exterior surface. Each door slat shall have dimensions of 1.365-inches in height x 0.310-inches deep x 0.038-inch wall thickness. The “interlocking joint knuckle” extrusion design shall have an integral dual durometer extruded synthetic spacer seal to reduce noise and prevent weather or debris intrusion in a closed position. Each door lath shall have inter-locking and nested polymer slide guides. The slide guides shall be punch dimpled to prevent ‘metal-to-metal’ contact and shall be replaceable. The sides of the door openings shall be equipped with a single piece, 0.069-inch, hard anodized aluminum extruded vertical guide channel.

### **Roll-Up Door Finish-Anodized Satin Finish:**

The roll-up doors shall be finished with an anodized, Satin finish to meet the high-quality standards and procedures of both the apparatus manufacturer and Hansen International, Inc.

### **Roll-Up Door Handle and Latching-Handle Bar:**

The heavy-duty lift and door handlebar assembly shall be constructed with a double walled hard anodized extruded aluminum lath consisting of two (2) 0.060-inch wall thicknesses. The lift handlebar assembly shall have four (4) roller wheels to reduce friction and for the ease of the opening of the door. The handle assembly shall be equipped with a 2-inch horizontal full width shelf with anti-slip ribbing on the top to assist in the door closing. The shelf shall have two (2) riveted heavy-duty rubber bumpers to prevent a metal-to-metal impact with the overhead drip rail. The latch bar shall consist of a full width 0.750-inch diameter stainless-steel tube handle with centrally located knurled anti-slip sections and have a 1.25-inch hand clearance between the handle and the door surface.

### **Roll-Up Door Weather Resistance:**

The top door drip rail shall be a hard-anodized aluminum extrusion and shall contain a full width strip of weather seal to minimize water ingress along the top of the door. The top door seal shall be of a two (2) piece ‘non-contacting design’ to prevent damage to the graphics, logos, or

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

reflective striping. The guide channel seals shall be replaceable and constructed of UV resistant rubber with automotive style flocking material for the smoothness of operation. The bottom of the door curtain shall have an additional full width UV resistant rubber seal.

### **Drip Rail:**

There shall be provided a drip rail molding on the driver's side and the officer's side of the apparatus body over the compartment doors. The drip rail molding shall be continuous and shall aid in the prevention of water runoff from entering the compartments.

### **Exterior Body Trim:**

The exterior of the rear body panel shall be fitted with 0.125-inch-thick, bright finished, aluminum diamond plate, used as a kick panel, above the rear tailboard. The kick panel shall be a minimum of 14-inches in height and be full width.

The lower portion of the front body panel shall be fitted with 0.125-inch-thick, bright finished, aluminum diamond plate used as a rock shield. The rock shields shall be a minimum of 14-inches in height and be located on the lower portion of the front body panel, below the level of the frame rails, on both the left and the right sides of the apparatus.

The four (4) lower corners of the modular body shall be protected using rock shields. The rock shields shall be a minimum of 14-inches in height and shall conform to the radius of the body corner post on each of the four (4) corners. The rock shields shall be 0.125-inches-thick, bright finished, aluminum diamond plate.

The protection panels shall be constructed from 0.125-inches-thick, bright finished, aluminum diamond plate and be secured to the apparatus body using stainless-steel fasteners.

### **Cab Running Boards:**

There shall be provided a set (2) of heavy-duty, NFPA 1901 compliant, formed, bright finished, embossed aluminum diamond plate running boards. The running boards shall be fabricated using 0.125-inch-thick, embossed aluminum diamond plate. The running boards shall come complete with a splash guard at the rearward edge of the stepping surface.

The running boards shall be securely fastened to the chassis cab using stainless-steel fasteners and shall run the full length from the rear of the front wheel well to the back wall of the cab.

### **Rear Tailboard Construction:**

The rear tailboard frame shall extend from the apparatus body with 3-inch x 1-1/2-inch x 1/4-inch-thick, structural "C" channel for strength and integrity. The "C" channel shall be placed as to form a structural matrix to the apparatus chassis and to keep the body in a complete modular

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

form.

The stepping surface shall be constructed of NFPA 1901 compliant, formed, bright finished, embossed aluminum diamond plate, 0.125-inches-thick, and have a minimum of a 10-inch depth and be full width.

The rear corners of the tailboard shall be angled at an approximate 45° angle to reduce the turning radius of the apparatus.

The rear tailboard, once the apparatus is fully loaded, shall have a minimum of an 18-inch ground clearance.

### **Mud Flaps:**

There shall be provided a set (2) of heavy-duty mud flaps. The mud flaps shall be located, one (1) on the rear-side of each of the two (2) rear wheel-well openings.

The mud flaps shall be made of thick, heavy-duty, rubber material, be black in color, and shall be as wide as the dual rear wheels. To provide the optimum protection, the mud flaps shall be weighted to prevent them from flapping while driving the apparatus.

The mud flaps shall be securely fastened to the modular body using stainless-steel fasteners.

### **Recessed Tow Eyes:**

There shall be provided a set (2), of heavy-duty, chrome plated, recessed tow eyes. The tow eyes shall be recessed in cast aluminum housings and be located on the rear body panel above the rear tailboard and be securely fastened to the chassis frame rails.

No attachment to the body shall be required or should be acceptable, only a frame rail attachment method should be acceptable.

The tow eyes shall have approximately a 3-1/2-inch inside diameter of the eye and the shaft shall have a minimum of a 1-1/4-inch-thick diameter.

### **Rub Rail:**

There shall be provided polished aluminum “C” channel, with reflective tape inserts, solid white in color, used as a rub rail and installed at the lowest edge of the apparatus body between the wheel well openings and the front and rear rock shields which are mounted on the four (4) lower corners of the modular body.

The rub rails shall terminate with an approximate 45° angle on both the forward and rearward edges of each rub rail section. The rub rails shall be spaced away from the modular body using

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at a minimum, a 1/2-inch-thick, non-metal spacer to prevent damage to either the rub rails or the modular body and finish.

The exact layout, design, and color of the reflective tape insert within the rub rails shall be determined by the purchasing department during the pre-construction conference.

### **Exhaust System Modification:**

The factory exhaust system shall be modified to extend out the right side of the apparatus, rearward the rear wheel well, and be flush with the side of the apparatus body. The exhaust tip shall extend at a 90° angle with the ground and be capable of accepting an exhaust system tube with minimal modifications to the exhaust pipe.

### **Chassis Wheels:**

The chassis of this apparatus shall be supplied with Ford OEM polished aluminum wheels and come with stainless-steel lug nut and hub covers. The tire and wheel assembly shall be balanced accordingly to maximize the life of the tires.

### **Apparatus Body:**

Prior to applying the first coat of primer, all removable hardware items such as doors, handles, hinges, steps, lights, etc. shall be removed. A portion of the front body panel, the left and right-sides, and a portion of the rear body panel shall be painted to match the job color. The roll-up doors shall have an anodized, Satin finish.

Prior to mounting on the chassis, the entire body shall be fully sanded smooth to eliminate any visible imperfections. The priming and final coat application shall conform to the paint manufacturer's guidelines and recommendations.

The body shall be painted to match the purchasing department's preferred paint color and scheme which shall be one color, being Ford Race Red.

To expedite the chassis order, the exact paint color codes and layout scheme shall be determined by the purchasing department prior to the pre-construction conference and after the award of the contract to the awarding bidder.

### **Compartment Protective Coating:**

There shall be provided a protective sprayed-on coating on the walls, floors, ceilings, slide-out trays, and adjustable shelves, of each exterior compartment of the apparatus' body. The sprayed-on coating shall have a "Scorpion" style protective finish and protect the interior surfaces from being damaged due to normal use.

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The exact color of the Scorpion style protective finish shall be determined by the purchasing department during the pre-construction conference.

### **Rear Chevron Striping:**

There shall be provided alternating, diamond print, reflective stripping, or Chevrons, on the rear of the apparatus body. The Chevron stripes shall consist of 6-inch-wide, highly reflective, red and lime yellow stripes and have an inverted “V” pattern toward the center of the apparatus body.

The Chevron striping shall cover at a minimum of 50 % of the rear of the apparatus body to be NFPA 1901 compliant.

The Chevrons shall cover the rear body panel only. No Chevrons shall be on the rear compartment roll-up door.

The exact layout, design, and color of the rear reflective Chevron striping shall be determined by the purchasing department during the pre-construction conference.

### **Reflective Stripe Package:**

There shall be provided a highly reflective striping package applied to both sides of the apparatus chassis and body starting just behind the front wheel wells and going towards the rear corners of the rescue body.

The reflective striping on the cab and body shall be as follows:

- White in color.
- 6-inch-wide, highly reflective.

The striping package shall meet the purchasing department's existing apparatus striping package for department uniformity.

The exact layout, design, and color of the reflective striping package shall be determined by the purchasing department during the pre-construction conference.

### **Reflective Graphics Package:**

There shall be provided a custom computer designed, highly reflective, lettering / graphics package to match the purchasing department's current fleet.

The lettering / graphics package shall meet the purchasing department's existing apparatus' lettering / graphics package for department uniformity. The purchasing department shall receive samples / images of the computer designed lettering / graphics package for final approval prior to applying any lettering or graphics to the apparatus.

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The exact color, wording, layout, and design of the reflective lettering and graphics package shall be determined by the purchasing department during the pre-construction conference.

### **NFPA Compliance Labels:**

There shall be provided a complete set of NFPA 1901 compliance labels. The labels shall be permanently attached to the chassis and / or modular body.

A Federal Motor Vehicle Safety Standards weight certification label shall be affixed to the driver's compartment L-1 area by the apparatus manufacturer.

A permanent label shall be affixed to the seating area that states the "Maximum Seating Allowed".

A permanent label shall be affixed to the seating area that states, "Seat Belts are Required."

A permanent label shall be affixed to the fuel fill area that states, "Diesel Only."

A permanent label shall be affixed to the DEF fill area that states, "DEF Only."

A permanent label shall be affixed to the seating area in sight of the driver's seated, belted position that states the "Overall Height, Length, Width, and GVWR".

A permanent label shall be affixed to the rear of the apparatus body that states "Do Not Ride on Tailboard While in Motion".

A permanent label shall be affixed to the area near the auto-eject receptacle that states, "Type of Line Voltage" and "Current Rating in Amps".

The following plate shall be affixed inside the driver's side front cab entry door, that states the Quantity and Type of the following fluids and pressures as a minimum:

Engine Oil	Air Conditioning Lubrication Oil
Engine Coolant	
Transmission Fluid	
Brake Fluid	Maximum Tire Speed Rating
Drive Axle Lubrication Fluid	Front Tire Cold Air Pressure
Power Steering Fluid	Rear Tire Cold Air Pressure
Air Conditioning Refrigeration	Front and Rear Tire Sizes

The exact number of compliance labels, information contained on the labels, and mounting locations shall be determined by the purchasing department during the pre-construction conference.

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### COMPARTMENTATION

#### **General Compartment Construction:**

The modular body shall have three (3) compartments on the driver's side, three (3) compartments on the officer's side, and one (1) compartment on the rear of the apparatus, for a total of seven (7) individual, exterior compartments. All of which shall have aluminum, anodized, Satin finished, roll-up doors. The compartments shall be of the "sweep-out" design and have drain holes placed in the rear corners of the floors for the ease of cleaning. The compartments shall be vented to allow moisture and toxic gases to vent to the atmosphere. The apparatus body shall be designed to meet the extreme demands of the fire and rescue industry as a severe-duty rescue apparatus.

#### **Compartment A (L-1):**

This compartment shall be on the driver's side of the apparatus between the front wall of the body and the rear wheel well and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 72-inches high x 51-inches wide x transverse deep above the frame rails and 23-inches deep below the frame rails. The compartment shall have a door opening dimension of approximately 56-inches high x 48-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- Extended floor to the outside edge of the compartment.
- One (1) transverse slide-out tray.
  - Slide-out tray shall be approximately 46-inches wide x transverse deep.
  - Slide-out tray shall extend approximately 70 % from the compartment.
  - Slide-out tray shall have a minimum of a 1,000 lb. rating.
  - Slide-out tray shall have a 3-inch retaining flange around all edges.
    - Tray shall have solid welded corners.
  - Slide-out tray shall be securely fastened to the floor of the compartment.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.
- 12-volt DC electrical panel in bottom area of compartment.
- Electrical components from body manufacturer in bottom area of compartment.

#### **Compartment B (L-2):**

This compartment shall be on the driver's side of the apparatus over the rear wheel well and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 45-inches high x

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45-inches wide x 23-inches deep. The compartment shall have a door opening dimension of approximately 29-inches high x 42-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- One (1) adjustable shelf.
  - Four (4) adjustable, full height shelf tracks.
    - Two (2) shelf tracks shall be located on each the left and right compartment walls.
  - Adjustable shelf shall have a minimum of a 3-inch retaining flange around all edges.
    - Shelf shall have solid welded corners.
  - Adjustable shelf shall have a minimum of a 600 lb. rating.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

### **Compartment C (L-3):**

This compartment shall be on the driver's side of the apparatus between the rear wheel well and the rear wall of the body and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 72-inches high x 33-inches wide x 23-inches deep. The compartment shall have a door opening dimension of approximately 56-inches high x 30-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- Two (2) adjustable shelves.
  - Four (4) adjustable, full height shelf tracks.
    - Two (2) shelf tracks shall be located on each the left and right compartment walls.
  - Adjustable shelves shall have a minimum of a 3-inch retaining flange around all edges.
    - Shelves shall have solid welded corners.
  - Adjustable shelves shall have a minimum of a 600 lb. rating.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

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### **Compartment D (R-1):**

This compartment shall be on the officer's side of the apparatus between the front wall of the body and the rear wheel well and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 72-inches high x 51-inches wide x transverse deep above the frame rails and 23-inches deep below the frame rails. The compartment shall have a door opening dimension of approximately 56-inches high x 48-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- Extended floor to the outside edge of the compartment.
- One (1) transverse slide-out tray.
  - Slide-out tray shall be approximately 46-inches wide x transverse deep.
  - Slide-out tray shall extend approximately 70 % from the compartment.
  - Slide-out tray shall have a minimum of a 1,000 lb. rating.
  - Slide-out tray shall have a 3-inch retaining flange around all edges.
    - Tray shall have solid welded corners.
  - Slide-out tray shall be securely fastened to the floor of the compartment.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

### **Compartment E (R-2):**

This compartment shall be on the officer's side of the apparatus over the rear wheel well and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 45-inches high x 45-inches wide x 23-inches deep. The compartment shall have a door opening dimension of approximately 29-inches high x 42-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- One (1) adjustable shelf.
  - Four (4) adjustable, full height shelf tracks.
    - Two (2) shelf tracks shall be located on each the left and right compartment walls.
  - Adjustable shelf shall have a minimum of a 3-inch retaining flange around all edges.
    - Shelf shall have solid welded corners.
  - Adjustable shelf shall have a minimum of a 600 lb. rating.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.

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- Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

### **Compartment F (R-3):**

This compartment shall be on the officer's side of the apparatus between the rear wheel well and the rear wall of the body and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 72-inches high x 33-inches wide x 23-inches deep. The compartment shall have a door opening dimension of approximately 56-inches high x 30-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- Two (2) adjustable shelves.
  - Four (4) adjustable, full height shelf tracks.
    - Two (2) shelf tracks shall be located on each the left and right compartment walls.
  - Adjustable shelves shall have a minimum of a 3-inch retaining flange around all edges.
    - Shelves shall have solid welded corners.
  - Adjustable shelves shall have a minimum of a 600 lb. rating.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

### **Compartment G (B-1):**

This compartment shall be on the rear-side of the apparatus above the tailboard and shall have a compartment wall-to-wall / floor-to-ceiling dimension of approximately 57-inches high x 49-inches wide x 85-inches deep. The compartment shall have a door opening dimension of approximately 41-inches high x 46-inches wide.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
  - Roll-up door shall have an anodized, Satin finish.
- One (1) single direction slide-out tray.
  - Slide-out tray shall have a 100 % compartment depth.
  - Slide-out tray shall be approximately 44-inches wide x 80-inches deep.
  - Slide-out tray shall extend approximately 100 % from the compartment.
  - Slide-out tray shall have a minimum of a 1,000 lb. rating.

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- Slide-out tray shall have a 3-inch retaining flange around all edges.
  - Tray shall have solid welded corners.
- Slide-out tray shall be securely fastened to the floor of the compartment.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch, minimum size vent.
  - Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

### **Adjustable Shelves:**

There shall be provided six (6) aluminum adjustable shelves. The shelves shall be constructed of 0.188-inch-thick, smooth aluminum plate for durability and the ease of mounting equipment.

The adjustable shelves shall be fully adjustable from the top of the compartment to the bottom. Shelving hardware shall be of the Unistrut "C" channel design. The shelves shall have a minimum of a 600 lb. capacity rating.

The shelves shall have a minimum of a 3-inch retaining flange around all edges to prevent equipment from being dislodged while the apparatus is being driven. The corners of each shelf shall be solid welded.

The shelves shall have a Scorpion style protective finished coating to match the compartment interiors.

The exact number, layout, design, and location of the adjustable shelves shall be determined by the purchasing department during the pre-construction conference.

### **Slide-Out Trays:**

There shall be provided two (2) slide-out trays. The slide-trays shall be constructed of 0.188-inch-thick, smooth aluminum plate for durability and the ease of mounting equipment.

The slide-out tray rail assembly shall be bolted into place using 3/8-inch stainless-steel fasteners. The slide-out trays and roller assembly shall have a minimum of a 1,000 lb. capacity rating. The slide-out trays shall have a 3-inch retaining flange around all edges. The slide-out trays shall have solid welded corners.

The slide-out trays shall have a Scorpion style protective finished coating to match the interior coating of the compartments.

The exact location, design, and number of the slide-out trays shall be determined by the purchasing department during the pre-construction conference.

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### **12 VOLT DC ELECTRICAL SYSTEM**

#### **Electrical Overview:**

The electrical system and associated equipment shall comply with all Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, and shall also conform to all applicable SAE recommended standards and practices and shall meet or exceed NFPA 1901 requirements.

The apparatus body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits. All wiring shall be permanently color coded and marked to identify each wire for its entire length.

The wiring shall be routed in conduit or loom that is rated at a minimum of 300° F and include a service loop of wire that will permit the replacement of the wire terminals if damaged. All conduits, looms, and wiring harnesses shall be secured to the body or frame with insulated metal cable straps.

All electrical system components and wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

The unit shall come with a Load Management System. All wiring shall conform to NFPA 1901 standards and SAE standards.

#### **Electrical Panel:**

There shall be provided an electrical panel for the emergency vehicle accessories. The electrical panel shall be located as to ensure the ease of accessibility for future servicing and maintenance.

The electrical components shall be in an accessible, weather resistant location. The area shall come with a removable, vented panel to protect the components from damage.

The exact design, location, and functions of the electrical panel shall be determined by the purchasing department during the pre-construction conference.

#### **Master Battery Switch:**

There shall be provided one (1) Cole Hersee master battery switch located conveniently to the driver's seated, belted position. Provided with the switch shall be a single "GREEN" light indicating the master switch is in the "ON" position. The mounting location for the master battery switch shall be on the driver's side of the center console.

The exact layout, location, and functions of the master battery switch shall be determined by the purchasing department during the pre-construction conference.

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### **Battery Charger:**

There shall be provided one (1) Kussmaul Auto-Charge 1,000 battery charging system. The battery charger shall be mounted within a protected area in the bottom of the L-1 compartment. The battery charger shall activate when attached to a 110-volt AC shoreline through the auto-eject receptacle.

The exact layout, location, and functions of the battery charging system shall be determined by the purchasing department during the pre-construction conference.

### **Kussmaul Auto-Eject System:**

There shall be provided a Kussmaul Super Auto-Eject system with 110-volt AC, 20-amp shoreline receptacle that shall provide 110-volt AC service when activated. The mounting location for the auto-eject receptacle shall be on the rear body panel of the apparatus on the driver's side of the body.

The auto-eject shall have a weather resistant, yellow in color, cover with a hinged lid. With the battery charger unit, a bar graph is built-in to the auto eject receptacle which lights up when an electrical cord is plugged in to the truck and an external power source to indicate the system is functioning properly and to show the charge of the batteries.

The final location for the auto-eject receptacle shall be determined by the purchasing department during the pre-construction conference.

The exact layout, location, and operations of the auto-eject shoreline receptacle shall be determined by the purchasing department during the pre-construction conference.

### **Center Console:**

There shall be provided a custom designed and fabricated center console. The console shall be fabricated using 0.125-inch-thick, heavy-duty, smooth aluminum plate covered with a heavy-duty polyurethane "Scorpion" style protective finished material, black in color.

The center console shall contain the following items:

- One (1) slot for binders / books
- Two (2) slots for medical gloves.
- Two (2) cup holders
- Warning light controls
- One (1) siren amplifier.
- Department supplied mobile communication's radio
- Any other items required by the purchasing department.
- Electrical power supply for department supplied equipment and the antenna coax cable shall be terminated within the center console.

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- Master battery switch.
- Door ajar flashing light.

The switch panel shall contain switches for the following minimum applications:

- Master switch.
- Emergency lights switches.
- Light bar switch.
- Scene light switches.
- Pole light switches.
- All other necessary functions.

All switches shall be lighted and properly identified.

Prior to CAD design and after the award of the contract, all items required to be housed in the center console shall be determined by the purchasing department for approval of final drawings for the center console shall be made prior to fabrication.

The exact design, layout, and equipment housed within the center console shall be determined by the purchasing department during the pre-construction conference.

### **Marker Lights:**

There shall be provided the proper number of LED style ICC / marker lights located on the apparatus body above the drip rails.

All lights and reflectors shall meet or exceed Florida DOT regulations and the Federal Motor Vehicle Safety Standards.

### **License Plate Bracket:**

There shall be provided one (1) cast aluminum license plate bracket with LED light recessed on the rear of the body. The mounting location shall be in the center of the rear body panel just above the rear tailboard and under the rear compartment roll-up door.

The exact mounting location of the tag bracket and LED light shall be determined by the purchasing department during the pre-construction conference.

### **Back-Up Alarm:**

There shall be one (1), back up alarm with a minimum of 97 dB, that automatically activates when the vehicle's transmission is placed in the reverse gear. The back-up alarm shall be mounted under the rear tailboard in a secured area to prevent damage from normal use.

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There shall be **NO** back-up alarm cut-off switch as this would be in violation of safety regulations.

The exact mounting location and activation of the back-up alarm system shall be determined by the purchasing department during the pre-construction conference.

### **Compartment Lights:**

There shall be provided one (1), vertically mounted, LED light strip, in each of the exterior compartment openings, in each of the seven (7) exterior compartments.

The LED lights shall activate when the roll-up doors are in the open position.

The exact layout, location, number of lights and activation of the compartment lights shall be determined by the purchasing department during the pre-construction conference.

### **Door Ajar Light:**

There shall be provided, in the cab within sight of the driver's seated, belted position, a red flashing warning light that shall indicate a compartment door is open or a cab door is ajar.

This warning light shall be installed to prevent damage to the apparatus and / or equipment and to comply with NFPA 1901 standards.

The exact layout, location, and activation of the door ajar warning light shall be determined by the purchasing department during the pre-construction conference.

### **Ground Lights:**

There shall be provided six (6) Tecniq LED ground illumination lights under the apparatus body. The lights shall illuminate the ground area around the modular body and shall be activated by applying the apparatus' parking brake.

The lights shall be located as follows:

- Two (2) under the rear tailboard on the rear of the modular body.
- Two (2) under the driver's side compartments, L-1 and L-3.
- Two (2) under the officer's side compartments, R-1 and R-3

Additionally, there shall be provided two (2) Tecniq LED ground illumination lights under the chassis cab. The lights shall illuminate the ground area around the chassis cab and shall be activated by applying the apparatus' parking brake.

The lights shall be located as follows:

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- One (1) under the driver's side running board.
- One (1) under the officer's side running board.

The LED ground lights shall be evenly spaced along the perimeter of the apparatus to provide the optimal ground illumination for safe nighttime operations.

The exact layout, location, and activation of the ground illumination lights shall be determined by the purchasing department during the pre-construction conference.

### **Scene Lights:**

There shall be provided six (6) Whelen 600 Series surface mounted LED scene lights. The scene lights shall have clear LED modules, clear lenses, and have chrome flanges.

The scene lights shall be located:

- Two (2) on the driver's side of the apparatus body, one (1) forward and one (1) rearward.
- Two (2) on the officer's side of the apparatus body, one (1) forward and one (1) rearward.
- Two (2) on the rear of the apparatus body, one (1) on the left and one (1) on the right.

The scene lights shall be activated by three (3) individual switches on the center console.

There shall be provided non-metal, molded rubber gaskets between the chrome light bezels and the painted/graphic/diamond plate surfaces of the body to prevent electrolytic reaction between dissimilar metals and to protect the painted/graphic/diamond plate surfaces and the chrome light bezels.

The exact brand, location, and activation options of the scene lights shall be determined by the purchasing department during the pre-construction conference.

### **Emergency Lighting:**

The emergency lighting package as specified shall meet the requirements for "Clearing the Right of Way" and "Blocking the Right of Way" as specified in the current edition of NFPA 1901.

#### **ZONE A UPPER**

Whelen Justice Series 56" LED light bar.  
Red / white LED modules with clear lenses.

#### **ZONE A LOWER**

Two (2) Whelen Ion Series LED Lights.  
Red LED modules with red lenses.  
Chrome flanges.  
One (1) on each left and right side of the cab grille.  
  
Two (2) Whelen Ion Series LED lights.

**Custom Truck and Body Works, Inc.**

*Manufacturer of Quality Fire Apparatus*

13787 White House Road, Woodbury, Ga. 30293 / 706-655-4300 / [www.customtruckandbodyworks.com](http://www.customtruckandbodyworks.com)

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

	Red LED modules with red lenses. Chrome flanges. One (1) on each left and right-side front fender for intersection lights.
ZONES B & D UPPER	Four (4) Whelen 600 Series LED lights. Red LED modules with red lenses. Chrome flanges. Two (2) on each left and right-side upper body.
ZONES B & D LOWER	Two (2) Whelen 600 Series LED lights. Red LED modules with red lenses. Chrome flanges. One (1) over each left and right-side rear wheel well.
ZONE C UPPER	Two (2) Whelen 600 Series LED Lights. Red LED modules with red lenses. Chrome flanges. One (1) on each left and right upper side of the rear of body.
ZONE C LOWER	Two (2) Whelen 600 Series LED Lights. Red LED modules with red lenses. Chrome flanges. One (1) on each left and right lower side of the rear of body.

All exterior emergency warning lights shall meet NFPA 1901 standards for flash patterns.

There shall be provided non-metal, molded rubber gaskets between the chrome light bezels and the painted/graphic/diamond plate surfaces of the body to prevent electrolytic reaction between dissimilar metals and to protect the painted/graphic/diamond plate surfaces and the chrome light bezels.

The exact brand, location, and activation of the emergency lighting package shall be determined by the purchasing department during pre-construction conference.

### **DOT Taillights:**

There shall be provided a set (2) of Whelen 600 Series LED taillights on the apparatus body. The taillights shall be mounted in chrome bezels, one (1) on both the left-side and right-side.

- Two (2) Whelen 600 Series LED brake lights.
- Two (2) Whelen 600 Series LED turn signals.

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

- Two (2) Whelen 600 Series LED back-up lights.

There shall be provided non-metal, molded rubber gaskets between the chrome light bezels and the diamond plate surfaces of the body to prevent electrolytic reaction between dissimilar metals and to protect the diamond plate surfaces and the chrome light bezels.

The exact brand, layout, and location of the LED taillights shall be determined by the purchasing department during the pre-construction conference.

### **Siren Amplifier:**

There shall be provided one (1) Whelen 100-watt self-contained electronic siren amplifier. The siren amplifier shall be located within the center console within reach of the driver's and officer's seated, belted positions and have a hands-free mode with PA function.

The siren shall have the following tones:

- Wail
- Yelp
- Piercer
- Air horn

The exact brand, location, and activation of the electronic siren amplifier shall be determined by the purchasing department during the pre-construction conference.

### **Siren Speaker:**

There shall be provided one (1) 100-watt, electronic siren speaker. The siren speaker shall be mounted in the center of the OEM bumper and have a black in color housing.

The exact brand and mounting location of the electronic siren speaker shall be determined by the purchasing department during the pre-construction conference.

### **Radio DC Power Pre-Wire:**

There shall be provided a 12-volt DC lead for the installation of a department supplied mobile communications radio. The DC lead shall be terminated within the center console.

The exact layout, location, and function of the mobile radio shall be determined by the purchasing department during the pre-construction conference.

# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### **Coax Cable:**

There shall be installed, one (1) mobile communications radio antenna base, minus the whip, on the cab roof and the coax cable for the mobile radio shall be ran and terminated within the center console.

The purchasing department's mobile communication radio provider shall be responsible for installing the antenna whip, tuning of the antenna, and programming and installing the mobile radio.

Provided the purchasing department provides, prior to fabrication, the mobile communication radio that will be used in the apparatus, Custom Truck and Body Works, Inc. will design and install the radio into the center console. After which, the purchasing department's mobile communication radio provider shall be responsible for programming and activation.

The exact layout and location of the mobile radio antenna and coax cable shall be determined by the purchasing department during the pre-construction conference.

### **Telescopic Pole Lights:**

There shall be provided two (2) Whelen Pioneer LED 12-volt DC telescopic pole lights. The telescopic pole lights shall be wired to the chassis battery system.

The pole lights shall be mounted as follows:

- One (1) on the driver's side, front of the module body.
- One (1) on the officer's side, front of the module body.

The lights shall be activated by a dedicated switch located on the center console. The lights shall be extendable and rotate 360° to give the optimal scene lighting capabilities.

The exact mounting location and operations of the telescopic pole lights shall be determined by the purchasing department during the pre-construction conference.

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**Custom Truck and Body Works, Inc.**

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### MISCELLANEOUS

#### **Ford QVM Certification:**

The purchasing department should be concerned that the different bidders have a firm understanding of the chassis electrical hook-ups and tie-ins and the correct procedures concerning the mounting of the body to the Ford chassis are being followed to limit any future warranty issues.

To limit liability and ensure all bidders are qualified, the department should require that all bidders be certified and a member in good standing of the Ford Motor Company, Q.V.M. (Qualified Vehicle Modifier) program for emergency vehicles.

Provided with this bid proposal is a copy of our Ford QVM certification.

#### **FAMA Compliance:**

The purchasing department should be concerned that the different bidders have a reputable reputation as an emergency vehicle manufacturer. The purchasing department should require that the apparatus manufacturer be a current member in good standing of the Fire Apparatus Manufacturer's Association (FAMA).

Provided with this bid proposal is a copy of our FAMA certification.

#### **Pre-Construction Conference:**

There shall be a **required** pre-construction conference held at Custom Truck and Body Works, Inc.'s facility in Woodbury, Ga. before any construction can commence. Representatives from the purchasing department and members of Custom Truck and Body Works, Inc. shall attend this meeting.

Members in attendance for this meeting shall represent fabrication, electrical, design, paint, project management, sales team, and representatives of the purchasing department.

At this meeting, all parties shall go over the specifications line item by line item to ensure that the apparatus is built to meet or exceed all requirements set forth by the purchasing department.

After this meeting, a representative of Custom Truck and Body Works, Inc. shall present the purchasing department with a copy of the written work order to be used in production and a final set of CAD drawings for the apparatus, center console, and any other specialty item as requested by the department.

No fabricating of the body shall begin until all drawings and work orders have been approved and signed by all parties.

**Custom Truck and Body Works, Inc.**

*Manufacturer of Quality Fire Apparatus*

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

Any additional expenses relating to insuring compliance shall be at the expense of Custom Truck and Body Works, Inc. and be at no additional cost to the purchasing department. This includes all lodging and meals while in the Atlanta area for up to three (3) members of the purchasing department.

### **Detailed CAD Drawings:**

After the pre-construction conference is held, there shall be provided to the purchasing department a detailed set of scaled C.A.D. (computer aided design) drawings to be used in the production process. These drawings shall show all the options and equipment to be mounted on the apparatus.

No fabricating of the body shall begin until all drawings and work orders have been approved and signed by all parties.

### **Wash and Prep for Final Inspection:**

Upon completion and before the final inspection takes place, the entire apparatus' outside, cab interior, and body interior shall be cleaned and in a "READY FOR INSPECTION STATE".

### **Pre-Delivery Inspection:**

There shall be a **required** pre-delivery, 100% complete, inspection trip to the Custom Truck and Body Works, Inc.'s facility in Woodbury, Ga. This inspection trip shall consist of members from the purchasing department, and members of Custom Truck and Body Works, Inc. who shall inspect the apparatus to ensure compliance to all specifications.

Members in attendance for this meeting shall inspect the fabrication, electrical, paint, audible and visual warning devices, scene lights and pole lights, slide-out trays, adjustable shelves, etc. for compliance to the bid specifications.

Any items found to be not meeting the specifications or signed change orders shall be addressed during the final inspection and prior to delivery and the acceptance of the apparatus.

At this meeting both parties shall go over the specifications line item by line item to ensure that the apparatus has been built to meet or exceed all requirements set forth by the purchasing department's specifications.

Any additional expenses relating to insuring compliance shall be at the expense of Custom Truck and Body Works, Inc. and be at no additional cost to the purchasing department. This includes all lodging and meals while in the Atlanta area for up to three (3) members of the purchasing department.

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# City of Lake City, Fl. Fire Department

## 12' Light-Duty Rescue

### **U.S.A. Manufacturer:**

The purchasing department should be concerned for the manufacturing location of their apparatus. The entire apparatus shall be assembled, 100%, within the borders of the Continental United States to insure more readily available parts, without costs and delays to service caused by tariffs and customs.

### **Cooperative Purchasing:**

The manufacturer (Custom Truck and Body Works, Inc.) shall be pleased to allow other public agencies to use the purchase agreement for tag-on apparatus. The condition of such use by other agencies shall be that any such agency must make and pursue contact, purchase order / contract, and all contractual remedies with the successful bidder. Such tag-on apparatus shall be done so that the original purchasing department has no responsibility for performance by either the manufacturer or the agency using the contract.

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**Custom Truck and Body Works, Inc.**

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INVITATION TO BID  
006-2021  
LIGHT RESCUE FIRE TRUCK

City of Lake City  
205 N. Marion Ave.  
Lake City, FL 32055

RELEASE DATE: January 14, 2021

DEADLINE FOR QUESTIONS: February 6, 2021

RESPONSE DEADLINE: February 16, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City  
INVITATION TO BID  
Light Rescue Fire Truck

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work and Related Requirements.....
IV.	Terms and Conditions .....
V.	Pricing Proposal .....
VI.	Vendor Questionnaire.....

## 1. INTRODUCTION

### 1.1. Summary

#### INVITATION TO BID

006-2021

Sealed bids will be accepted by the City of Lake City, Florida until Tuesday, February 16, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 p.m. in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

Light Rescue Fire Truck

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [ProcureNow](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Saturday, February 6, 2021 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

1. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
2. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

## **1.2. [Background](#)**

The Lake City Fire department is in need of a light duty Fire Rescue truck, it must be new 2021 model Ford Super duty F-550 XL, 4 door crew cab and chassis or equivalent Minimum requirements are listed in the scope of work.

## **1.3. [Contact Information](#)**

**Karen Nelmes**

Procurement Director

205 N. Marion Ave

Lake City, FL 32055  
Email: [nelmesk@lcfla.com](mailto:nelmesk@lcfla.com)  
Phone: [\(386\) 719-5818](tel:(386)719-5818)

**Department:**  
Fire Department

#### 1.4. [Timeline](#)

**Release Project Date**

January 14, 2021

**Question Submission Deadline**

February 6, 2021, 4:00pm

**Question Response Deadline**

February 8, 2021, 5:00pm

**Proposal Submission Deadline**

February 16, 2021, 2:00pm

## 2. INSTRUCTION TO BIDDERS

### 2.1. Overview

The City of Lake City is accepting bids for The purchase of a new 2021 Ford F-550, XL,4 door Crew Cab, Light Duty Rescue Fire Truck, 4 x 2 Chassis, Diesel Engine, Race Red in color.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

### 2.2. Pre-Bid Meeting

Non-mandatory Pre-bid will be held on NO VALUE on site located at NO VALUE at NO VALUE. Bidders are highly encouraged to attend.

### 2.3. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Tuesday, February 16, 2021 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, ProcureNow](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

### 2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Monday, February 8, 2021 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

### 2.5. Addenda

Addenda notifications will be emailed to all persons on record as following this ITB.



### **3. SCOPE OF WORK AND RELATED REQUIREMENTS**

#### **3.1. Scope of Work**

**The Purchase of a new 2021 Ford F-550 XL Super Duty 4 door Crew Cab Light Duty Fire Truck with Diesel Engine, Race Red in color or an approved equal.**

#### **3.2. Specifications**

- 1. Ford F-550 Super duty 4 - door Crew Cab and Chassis or equivalent**
- 2. 19,500 GVWR with Payload Plus Upgrade**
- 3. 203 - Inch Wheelbase with an 84 inch Cab to Axle Measurement**
- 4. 47 J Emergency Prep Package**
- 5. Two (2) Wheel Drive**
- 6. 6.7 Liter Diesel Engine**
- 7. Engine Block Heater**
- 8. 10 Speed Automatic Transmission**
- 9. OEM Heavy Duty Cooling Radiator**
- 10. OEM Heavy Duty 397 Amp Alternator**
- 11. OEM Heavy Duty Air Conditioner**
- 12. Comfort Ride Suspension**
- 13. Modified Vehicle Wiring Kit**
- 14. OEM Dual Batteries**
- 15. Engine Idle Control**
- 16. Telescoping Power Tow Mirrors**
- 17. Power Steering with Tilt Steering Wheel**
- 18. OEM AM/FM/MP3 Stereo Radio and Digital Clock**
- 19. Gauge Package: Fuel Level, Water Temperature, Oil Pressure**
- 20. Seat Belts, Lap and Shoulder harness**
- 21. Front Stabilizer Bar**
- 22. 225 Max Trac Tires**
- 23. Four Wheel Anti-Lock Brake System**

- 24. **Front and rear Heavy Duty Shock Absorbers**
- 25. **Aft-Axle 40 Gallon Capacity Fuel Tank**
- 26. **Ford XL Trim Package or equivalent**
- 27. **4.88 Limited Slip Rear Axle**
- 28. **Black Mat Floor Coverings**
- 29. **40/20/40 Front Seats**
- 30. **Bench Rear Seats**
- 31. **Front Tow Hooks**
- 32. **Preferred Equipment Group**
- 33. **Power Equipment Group**
- 34. **OEM Polished Aluminum Wheels**

### 3.3. [Approved Equal](#)

Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

Please upload your descriptive literature, and/or complete specifications in the Questionnaire section. Question 16 addresses this.

### 3.4. [Commercial Chassis](#)

The cab and chassis meeting the requirements of this specification shall be a new, unused, 2021-year model, Ford XL, F-550, 4x2, 4-door crew cab, with a 6.7 liter diesel engine and have a 84-inch cab-to-axle measurement and a 203-inch wheelbase measurement or an approved equal.

### 3.5. [General Body Construction and Finish](#)

#### **General Body Construction and Finish:**

The body of this apparatus shall be fabricated from the highest quality of materials, using the highest quality of craftsmanship, and shall be designed for use as an emergency vehicle. To keep with the fire

department's construction methods and high standards for emergency use vehicles, the following shall be followed:

- Plastic, fiberglass, composite, or FRP panels shall NOT be used to cover any exterior metal surface in lieu of painted metal surfaces. No Exceptions.
- All add-on items such as handrails, steps, lights, brackets, etc. shall be removed prior to prepping for paint. No Exceptions.
- All metal surfaces of the body shall be sanded, prepped, primed, and painted to match the job color with the highest level of craftsmanship. No Exceptions.
- The painted surfaces shall not have any visible imperfections within the painted finish. No Exceptions.
- The front-side of the body, the street-side (left), the curbside (right), and a portion the rear-side of the body shall be painted to match the job color. No Exceptions.
- Polished aluminum diamond plate or brushed finish stainless-steel shall NOT be used to cover the body in lieu of paint except for where used as stone guard protection on the lower portion of the front body panel below the frame rails, on the four lower corners of the body, over the rear wheel wells, and as a kick plate on the rear of the body. No Exceptions.

### 3.6. Apparatus Body: Aluminum Rescue Module

The body shall be of an all-aluminum built body, using heavy-duty extruded crowns and corner posts. The body shall be specifically engineered, designed, and constructed to meet the severe cycle duties of the fire and rescue industry.

The department is not seeking, nor shall accept; a lesser built, bent or formed aluminum or utility style body. Also, to avoid warranty issues, the department shall only purchase the unit complete from a manufacturer who constructs the entire unit, 100 %, including the body, electrical harnesses, paint, shelving, slide-out trays, etc. at the manufacturer's facility.

The body shall consist of seven (7) exterior, individual compartments. The compartments shall be individual components within an independent framework of the modular body. Visible framework of the modular body shall not be acceptable.

The body shall be mounted on the before mentioned chassis and shall come with a minimum of at least a 10 year Structural Warranty. No Exceptions.

### 3.7. Body Construction Overview

The body shall be constructed of heavy-duty, custom designed, aluminum extrusions and aluminum plate. The body shall be designed and engineered specifically for use as an emergency vehicle and shall be built to meet the heavy-duty demands of the fire and rescue industry.

The body shall be of a welded style construction for maximum strength and integrity for the entire life span of the apparatus.

The aluminum extrusions shall be custom designed structural shapes that are of an alloy of 6061 and heated to a temper of T-6 hardness. The aluminum shapes shall be designed with a force-fit interlock system that shall eliminate any vibrations to the welded structural members.

The interior structural members shall be spaced at a maximum of 12-inches on center. The floor, compartment roofs, and sides shall be of a cage type construction that is built to form an independent structure which shall be self-standing and rigid. The body shall then be mounted to the before mentioned chassis. No chassis building shall be required or shall be permitted.

The exterior walls shall be constructed of 5052 H-32 aluminum with a heat-treated plate that is stretch leveled to a tolerance of +/- 0.003-inches. The exterior walls shall interlock into place.

All exterior compartments shall be separate, individual components, and no two compartments shall share a common wall.

### **3.8. Floor Construction**

The floor structure shall consist of 3-inch x 2-inch structural 6063 T-6 aluminum tubing spaced specifically for each body style as structurally required. Lateral tubing shall extend the full width of the body between the compartment boxes. The floor tubes shall be welded to the side structure channels.

The interior floor surface shall be covered with heavy-duty 0.125-inch-thick, smooth aluminum plate.

### **3.9. Corner Radius**

The corner radius shall be of the same heavy-duty style construction as the compartment roof radius, except there shall be no built-in drip molding. The corner radius shall be a 3-inch radius.

All corners shall be semi-hollow extruded shapes for structural strength and shall give a smooth exterior appearance without the need for bending or forming of the sheet metal.

### **3.10. Body Side Structure**

The body sides shall be constructed with four (4) corner radii. The radii shall be 3-inch arc shapes with interlocking edges on both sides. The extrusions shall be of an alloy of 6063 with a heat-treated temper of T-6.

The corners and compartment roofs shall be designed to work as a system that has a double gusset connector in each corner joint. The compartment roofs, corners, and sides shall be welded as no bolts or rivets are required, permitted or shall be acceptable.

The sides shall be of a jig locked style construction. The jig shall hold the corners and body side panels in place while the inner 6063 T-6 structure is welded. The members shall be located at a maximum of 12-inches on center and welded to the compartment roof rails, which shall become the inner structural connector that shall become the roof members.

The exterior panels shall interlock with the compartment roof, corners and specially designed extruded aluminum compartment door frames and shall be constructed of 6063 T-6 aluminum material.

### 3.11. Compartment Roof Radius

The roof cove radius shall be of an extruded aluminum shape with an alloy and temper of 6061 T-6 with an ultimate strength of 42,000 psi. The shape shall be a 4-inch radius with a built in inner structural connector to form a one-piece side and roof structure.

The radius shall be of a semi-hollow shape for strength, reduced weight, and to also allow passage for the electrical wiring harnesses.

The roof and side sheets shall fit into the roof radius and shall be welded from the inside of the body.

### 3.12. Compartment Roof Construction

The compartment roofs shall be constructed of 0.125-inch-thick, bright finished, aluminum diamond plate. The roof structure shall consist of 2-inch x 3-inch 6063 T-6 aluminum tubing that shall span the full width of the body. The roof structure tubes shall be spaced at a maximum of 12-inches on center.

The roof tubes shall be welded to the diamond plate roof and to the inner structural connector of the radius. The aluminum diamond plate sheet roof shall be completely welded to the roof radii.

All roof seams and perimeter shall be solid welded. No caulking, screws, or rivets shall be utilized or shall be acceptable.

### 3.13. Compartment Construction

All exterior compartments shall be constructed of 0.125-inch-thick, heavy-duty, smooth aluminum plate. All corners shall be welded.

- Each compartment shall be vented with a minimum of a 4-inch vent.
- Each compartment shall be vented to the atmosphere.
- Each compartment floor shall be of the “sweep out” design for the ease of cleaning.
- Each compartment shall have drain holes in the floor in the rear corners for the ease of cleaning.
- Each compartment shall be finished with a heavy-duty, polyurethane sprayed on “Scorpion” style productive coating.

The final color of the sprayed on “Scorpion” style productive coating shall be determined by the purchasing department during the pre-construction conference.

### 3.14. Wheel Wells

The wheel well openings shall be of sufficient size to permit the utilization of tire chains or other traction control devices used by the purchasing department. The wheel well openings shall also be of a sufficient size to permit the removal of the wheel and tire assembly without causing damage to the apparatus body, tires, or wheel assembly.

The wheel wells shall be provided with full smooth 0.125-inch-thick, aluminum fender liners that shall be rolled to eliminate pockets that might trap and collect road dirt. The liners shall have flanges at the bottom edges.

The outer surface area of the rear wheel well area shall be trimmed with 0.125-inch-thick, bright finished, aluminum diamond plate for the complete protection from tire or chain kick-back.

**Wheel Well Fenderettes:**

Fenderettes shall be of a polished aluminum design and secured to the modular body using stainless-steel fasteners.

**3.15. Body Mounting**

The body structure sills shall be constructed of 3-inch x 1-inch-thick, heavy-duty, aluminum flat bar and shall run the full length of the body structure. The flat bar shall be welded to each lateral structural member on both sides. The chassis and body shall be separated with a 1-inch-thick x 3-inch wide nonmetal sill.

The body shall be capable of being removed from and transferred to a new chassis, similarly, sized to the old chassis, with minimal modifications. There shall be adequate space left between the cab and body, to prevent damage to the either the cab or the body from flexing and normal highway use.

The body shall be attached to the before mentioned chassis using 5/8-inch steel “U” bolts and torsion springs. The body shall be mounted as per the chassis manufacturers’ guidelines.

Additionally, an isolator shall be installed on each “U” bolt at the “U” bolt mounting point and the structural sill.

**3.16. Roll up Compartment Doors**

**Roll-Up Compartment Doors:**

The compartments shall be equipped with seven (7) custom-built Hansen International, Inc. roll-up compartment doors or equivalent. The doors shall be produced by an ISO-9001 certified company and tested to at least 100,000 cycles. Each door shall have a serial number label attached and shall carry a warranty of ten (10) years minimum. To facilitate a 24-hour replacement part service turn around, the doors shall be manufactured in the United States.

**Roll-Up Door Operating Components:**

The easy-opening doors shall be equipped with a pre-tensioned internally lubricated counterbalance spring contained within a 0.060-inch x 4-inch diameter aluminum door roller tube and supported with a 0.625-inch diameter steel center shaft. The roller assembly and shaft shall be supported with two (2) pre-assembled and adjustable mounting plates of 0.090-inch zinc-plated steel. The mounting plates shall have dual synthetic molded roller wheels that shall support the doors above the guide channels as it is fed onto the roller tube counterbalance for storage. The door curtain assembly shall be attached to the roller tube counterbalance with woven nylon straps with quick detach steel mounting clips.

**Roll-Up Door Construction-Smooth:**

The doors shall be constructed of double walled and concave hard anodized aluminum extrusion laths with a smooth exterior surface. Each door slat shall have dimensions of 1.365-inch in height x 0.310-inch deep x 0.038-inch wall thickness. The “interlocking joint knuckle” extrusion design shall have an integral

dual durometer extruded synthetic spacer seal to reduce noise and prevent weather or debris intrusion in a closed position. Each door lath shall have inter-locking and nested polymer slide guides. Slide guides shall be punch dimpled to prevent 'metal to metal' contact and shall be replaceable. Sides of the door openings shall be equipped with single piece 0.069-inch hard anodized aluminum extruded vertical guide channels.

**Roll-Up Door Finish-Satin:**

The roll-up doors shall be finished with an anodized Satin finish to meet the high-quality standards and procedures of both the purchasing department and manufacturer.

**Roll-Up Door Handle and Latching-Handle Bar:**

The heavy-duty lift handlebar assembly shall be constructed with a double walled hard anodized extruded aluminum lath consisting of two (2) 0.060-inch wall thicknesses. The lift handlebar assembly shall have four (4) roller wheels to reduce friction and for the ease of opening of the door. The handle assembly shall be equipped with a 2-inch horizontal full width shelf with anti-slip ribbing on the top to assist in the door closing. The shelf shall have two (2) riveted heavy-duty rubber bumpers to prevent a metal to metal impact with the overhead drip rail. The latch bar shall consist of a full width 0.750-inch diameter stainless-steel tube handle with centrally located knurled anti-slip sections and 1.25-inch hand clearance between the handle and the door surface.

**Roll-Up Door Weather Resistance:**

The top door drip rail shall be a hard-anodized aluminum extrusion and shall contain a full width strip of weather seal to minimize water ingress along the top of the door. The top door seal shall be of a two (2) piece 'non-contacting design' to prevent damage to the graphics, logos, or reflective striping. The guide channel seals shall be replaceable and constructed of UV resistant rubber with automotive style flocking material for the smoothness of operation. The bottom of the door curtain shall have an additional full width UV resistant rubber seal.

**3.17. Drip Rail**

Drip rail molding must be installed on the driver's side, the officer's side, and on the rear side of the apparatus body over the compartment doors. The drip rail molding shall be continuous and shall aid in the prevention of water runoff from entering the compartments.

**3.18. Exterior Body Trim**

The exterior of the rear body panel shall be fitted with 0.125-inch-thick, bright finished, aluminum diamond plate, used as a kick panel, above the rear tailboard. The kick panel shall be a minimum of 14-inches in height and be full width.

The exterior of the front body panel shall be fitted with 0.125-inch-thick, bright finished, aluminum diamond plate used as a rock shield. The rock shields shall be a minimum of 14-inches in height and be located on the lower portion of the front body panel, below the level of the frame rails, on both the left and the right sides of the apparatus.

The four (4) lower corners of the modular body shall be protected using rock shields. The rock shields shall be a minimum of 14-inches in height and shall conform to the radius of the body corner post on each of the four (4) corners. The rock shields shall be 0.125-inches-thick, bright finished, aluminum diamond plate.

The protection panels shall be constructed from 0.125-inches-thick, bright finished, aluminum diamond plate and be secured to the apparatus body using stainless-steel fasteners.

### 3.19. Cab Running Boards

There shall be provided a set (2) of heavy-duty, NFPA 1901 compliant, formed, bright finished, embossed aluminum diamond plate running boards. The running boards shall be fabricated using 0.125-inches-thick, formed, embossed aluminum diamond plate. The running boards shall come complete with a splash guard at the rearward edge of the stepping surface.

The running boards shall be securely fastened to the chassis cab using stainless-steel fasteners and shall run the full length from the rear of the front wheel well opening to the back wall of the chassis cab.

### 3.20. Rear Tailboard Construction

The rear tailboard frame shall extend from the apparatus body with 3-inch x 1-1/2-inch x 1/4-inch-thick, structural "C" channel for strength and integrity. The channel shall be placed as to form a structural matrix to the apparatus chassis and to keep the body in a complete modular form.

The stepping surface shall be constructed of NFPA 1901 compliant, formed, bright finished, embossed aluminum diamond plate, 0.125-inches-thick, and have a minimum of a 10-inch depth and be full width.

The rear corners of the tailboard shall be angled at an approximate 45° angle to reduce the turning radius of the apparatus.

The rear tailboard, once the apparatus is fully loaded, shall have a minimum of an 18-inch ground clearance.

### 3.21. Mud Flaps

There shall be provided a set (2) of heavy-duty mud flaps. The mud flaps shall be located, one (1) on the rear side of each of the two (2) rear wheel-well openings.

The mud flaps shall be made of thick, heavy-duty, rubber material, be black in color, and shall be as wide as the dual rear wheels.

The mud flaps shall be securely fastened to the modular body using stainless-steel fasteners.

### 3.22. Recessed Tow Eyes

There shall be provided a set (2), of heavy-duty, chrome plated, recessed tow eyes. The tow eyes shall be recessed in cast aluminum housings and be located on the rear body panel above the rear tailboard and be securely fastened to the chassis frame rails.

No attachment to the body shall be required or shall be acceptable, only a frame rail attachment method shall be acceptable.



The tow eyes shall have approximately a 3-1/2-inch inside diameter of the eye and the shaft shall have a minimum of a 1-1/4-inch-thick diameter.

### **3.23. Rub Rail**

There shall be provided polished aluminum “C” channel, with reflective tape inserts, solid white in color, used as a rub rail and installed at the lowest edge of the apparatus body between the wheel well openings and the front and rear rock shields which are mounted on the lower corners of the modular body.

The rub rails shall terminate with an approximate 45° angle on both the forward and rearward edges of each rub rail section. The rub rails shall be spaced away from the modular body using at a minimum, a 1/2-inch-thick, non-metal spacers to prevent damage to either the rub rails or the modular body and finish.

The exact layout, design, and color of the reflective stripe within the rub rails shall be determined by the purchasing department during the pre-construction conference.

### **3.24. Exhaust System Modification**

The factory exhaust system shall be modified to extend out the right side of the apparatus, aft the rear wheel well, and be flush with the side of the apparatus body. The exhaust tip shall extend at a 90° angle with the ground and be capable of accepting an exhaust system tube with minimal modifications to the exhaust pipe.

### **3.25. Chassis Wheels**

The chassis wheels on this apparatus shall be supplied with OEM aluminum wheels and come with stainless-steel lug nut and hub covers. The tire and wheel assembly shall be balanced accordingly to maximize the life of the tires.

### **3.26. Apparatus Body**

Prior to applying the first coat of primer, all removable hardware items such as doors, handles, hinges, steps, lights, etc. shall be removed.

Prior to mounting on the chassis, the entire body shall be fully sanded smooth to eliminate any visible imperfections. The priming and final coat application shall conform to the paint manufacturer’s guidelines and recommendations.

The body shall be painted to match the purchasing department’s preferred paint color and scheme which shall be Ford Race Red.

To expedite the chassis order, the exact paint color codes and layout scheme shall be determined by the purchasing department prior to the pre-construction conference and after the award of the contract to the awarding bidder.

### 3.27. Compartment Protective Coating

A protective sprayed-on coating must be applied to the walls, floors, ceilings, slide-out trays, and adjustable shelves, of each exterior compartment of the apparatus body. The sprayed-on coating shall have a “Scorpion” style finish and protect the interior surfaces from being damaged due to normal use.

The exact color of the Scorpion finish shall be determined by the purchasing department during the pre-construction conference.

### 3.28. Rear Chevron Striping

Alternating, diamond print, reflective stripping, or Chevrons, must be applied on the rear of the apparatus body. The Chevron stripes shall consist of 6-inch-wide, highly reflective, red and lime yellow stripes and have an inverted “V” pattern toward the center of the apparatus body.

The Chevron striping shall cover at a minimum of 50 % of the rear of the apparatus body to be NFPA 1901 compliant.

The Chevrons shall cover the rear body panel only. No Chevrons shall be on the rear compartment roll-up door.

The exact layout, design, and color of the rear reflective Chevron striping shall be determined by the purchasing department during the pre-construction conference.

### 3.29. NFPA Compliance Labels

A complete set of NFPA 1901 compliance labels must be applied. The labels shall be permanently attached to the chassis and / or modular body.

A Federal Motor Vehicle Safety Standards weight certification label shall be affixed to the driver’s side entry door area by the apparatus manufacturer.

A permanent label shall be affixed to the seating area that states the “Maximum Seating Allowed”.

A permanent label shall be affixed to the seating area that states, “Seat Belts are Required.”

A permanent label shall be affixed to the fuel fill area that states, “Diesel Only.”

A permanent label shall be affixed to the DEF fill area that states, “DEF Only.”

A permanent label shall be affixed to the seating area in sight of the driver’s seated, belted position that states the “Overall Height, Length, Width, and GVWR”.

A permanent label shall be affixed to the rear of the apparatus body that states “Do Not Ride on Tailboard While in Motion”.

A permanent label shall be affixed to the area near the auto-eject receptacle that states, “Type of Line Voltage” and “Current Rating in Amps and Power Inlet Type (DC or AC)”.

The following plate shall be affixed inside the driver’s side front cab entry door, that states the Quantity and Type of the following fluids and pressures as a minimum:

Engine Oil Air Conditioning Lubrication Oil

Engine Coolant

Transmission Fluid

Brake Fluid Maximum Tire Speed Rating

Drive Axle Lubrication Fluid Front Tire Cold Air Pressure

Power Steering Fluid Rear Tire Cold Air Pressure

Air Conditioning Refrigeration Front and Rear Tire Sizes

The exact number of compliance labels, information contained on the labels, and mounting locations shall be determined by the purchasing department during the pre-construction conference.

### **3.30. Reflective Stripe Package**

A highly reflective striping package must be applied to both sides of the apparatus chassis and body starting just behind the front wheel wells and going towards the rear corners of the rescue body.

The reflective striping on the cab and body shall be as follows:

- White in color.
- 6-inch-wide, highly reflective.

The striping package shall meet the purchasing department's existing apparatus striping package for department uniformity.

The exact layout, design, and color of the reflective striping package shall be determined by the purchasing department during the pre-construction conference.

### **3.31. Reflective Lettering Package**

Bidder will purchase and apply custom computer designed, highly reflective, lettering / graphics package to match the purchasing department's current fleet.

The lettering / graphics package shall meet the purchasing department's existing apparatus' lettering / graphics package for department uniformity. The purchasing department shall receive samples / images of the computer designed lettering / graphics design for final approval prior to applying any lettering or graphics to the apparatus.

The exact color, wording, layout, and design of the reflective lettering / graphics package shall be determined by the purchasing department during the pre-construction conference.

### **3.32. General Compartment Construction**

The modular body shall have three (3) compartments on the driver's side, three (3) compartments on the officer's side and one (1) compartment on the rear of the apparatus for a total of seven (7) exterior, individual, compartments with aluminum, roll-up, Satin finish doors. The compartments shall be of the "sweep-out" design and have drain holes placed in the rear corners of the floors for the ease of cleaning. The compartments shall be vented to allow moisture and toxic gases to vent to the atmosphere. The

apparatus body shall be designed to meet the extreme demands of the fire and rescue service as a severe-duty rescue apparatus.

**Compartment A (L-1):**

This compartment shall be on the driver's side of the apparatus between the front wall of the body and the rear wheel well and shall be approximately 54-inches wide x 75-inches high x transverse deep above the frame rails and 23-inches deep below the frame rails.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
- ☐ Roll-up door shall have an anodized, Satin finish.
- Extended floor to the outside edge of the compartment.
- One (1) transverse slide-out tray.
- ☐ Slide-out tray shall be approximately 50-inches wide x 90-inches deep.
- ☐ Slide-out tray shall extend approximately 70 % from the compartment.
- ☐ Slide-out tray shall have a minimum of a 1,000 lb. rating.
- ☐ Slide-out tray shall have a 3-inch retaining flange around all edges.
- ☐ Slide-out tray shall have solid welded corners.
- ☐ Slide-out tray shall be securely fastened to the floor of the compartment.
- One (1) vertically mounted LED light strip.
- One (1) 4-inch (minimum size) vent.
- ☐ Vented to the atmosphere.
- Two (2) drain holes in the floor in the rear of the compartment.

**Compartment B (L-2):**

This compartment shall be on the driver's side of the apparatus above the rear wheels and shall be approximately 45-inches wide x 49-inches high x 23-inches deep.

The compartment shall have the following features:

- One (1) Roll-up compartment door.
- ☐ Roll-up door shall have an anodized, Satin finish.
- One (1) adjustable shelf.
- ☐ Four (4) adjustable, full height shelf tracks.
- o Two (2) shelf tracks shall be located on each the left and right compartment walls.

☐ Adjustable shelf shall have a minimum of a 3-inch retaining flange around all edges.

☐ Adjustable shelf shall have solid welded corners.

☐ Adjustable shelf shall have a minimum of a 600 lb. rating.

- One (1) vertically mounted LED light strip.

- One (1) 4-inch (minimum size) vent.

☐ Vented to the atmosphere.

- Two (2) drain holes in the floor in the rear of the compartment.

### **Compartment C (L-3):**

This compartment shall be on the driver's side of the apparatus rearward of the rear wheels and shall be approximately 33-inches wide x 75-inches high x 23-inches deep.

The compartment shall have the following features:

- One (1) Roll-up compartment door.

☐ Roll-up door shall have an anodized, Satin finish.

- Two (2) adjustable shelves.

☐ Four (4) adjustable, full height shelf tracks.

- o Two (2) shelf tracks shall be located on each the left and right compartment walls.

☐ Adjustable shelves shall have a minimum of a 3-inch retaining flange around all edges.

☐ Adjustable shelves shall have solid welded corners.

☐ Adjustable shelves shall have a minimum of a 600 lb. rating.

- One (1) vertically mounted LED light strip.

- One (1) 4-inch (minimum size) vent.

☐ Vented to the atmosphere.

- Two (2) drain holes in the floor in the rear of the compartment.

### **Compartment D (R-1):**

This compartment shall be on the officer's side of the apparatus between the front wall of the body and the rear wheel well and shall be approximately 54-inches wide x 75-inches high x transverse deep above the frame rails and 23-inches deep below the frame rails.

The compartment shall have the following features:

- One (1) Roll-up compartment door.

☐ Roll-up door shall have an anodized, Satin finish.

- Extended floor to the outside edge of the compartment.

- One (1) transverse slide-out tray.

☐ Slide-out tray shall be approximately 50-inches wide x 90-inches deep.

☐ Slide-out tray shall extend approximately 70 % from the compartment.

☐ Slide-out tray shall have a minimum of a 1,000 lb. rating.

☐ Slide-out tray shall have a 3-inch retaining flange around all edges.

☐ Slide-out tray shall have solid welded corners.

☐ Slide-out tray shall be securely fastened to the floor of the compartment.

- One (1) vertically mounted LED light strip.

- One (1) 4-inch (minimum size) vent.

☐ Vented to the atmosphere.

- Two (2) drain holes in the floor in the rear of the compartment.

#### **Compartment E (R-2):**

This compartment shall be on the officer's side of the apparatus above the rear wheels and shall be approximately 45-inches wide x 49-inches high x 23-inches deep.

The compartment shall have the following features:

- One (1) Roll-up compartment door.

☐ Roll-up door shall have an anodized, Satin finish.

- One (1) adjustable shelf.

☐ Four (4) adjustable, full height shelf tracks.

o Two (2) shelf tracks shall be located on each the left and right compartment walls.

☐ Adjustable shelf shall have a minimum of a 3-inch retaining flange around all edges.

☐ Adjustable shelf shall have solid welded corners.

☐ Adjustable shelf shall have a minimum of a 600 lb. rating.

- One (1) vertically mounted LED light strip.

- One (1) 4-inch (minimum size) vent.

☐ Vented to the atmosphere.

- Two (2) drain holes in the floor in the rear of the compartment.

#### **Compartment F (R-3):**

This compartment shall be on the officer's side of the apparatus rearward of the rear wheels and shall be approximately 33-inches wide x 75-inches high x 23-inches deep.

The compartment shall have the following features:

- One (1) Roll-up compartment door.

☐ Roll-up door shall have an anodized, Satin finish.

- Two (2) adjustable shelves.

☐ Four (4) adjustable, full height shelf tracks.

o Two (2) shelf tracks shall be located on each the left and right compartment walls.

☐ Adjustable shelves shall have a minimum of a 3-inch retaining flange around all edges.

☐ Adjustable shelves shall have solid welded corners.

☐ Adjustable shelves shall have a minimum of a 600 lb. rating.

- One (1) vertically mounted LED light strip.

- One (1) 4-inch (minimum size) vent.

☐ Vented to the atmosphere.

- Two (2) drain holes in the floor in the rear of the compartment.

**Compartment G (B-1):**

This compartment shall be on the rear of the apparatus body above the rear tailboard and shall be approximately 46-inches wide x 60-inches high x 84-inches deep.

The compartment shall have the following features:

- One (1) Roll-up compartment door.

☐ Roll-up door shall have an anodized, Satin finish.

- One (1) single direction slide-out tray.

☐ Slide-out tray shall have a 100 % compartment depth.

☐ Slide-out tray shall be approximately 43-inches wide x 80-inches deep.

☐ Slide-out tray shall extend approximately 100 % from the compartment.

☐ Slide-out tray shall have a minimum of a 1,000 lb. rating.

☐ Slide-out tray shall have a 3-inch retaining flange around all edges.

☐ Slide-out tray shall have solid welded corners.

☐ Slide-out tray shall be securely fastened to the floor of the compartment.

- One (1) vertically mounted LED light strip.
- One (1) 4-inch (minimum size) vent.

☐ Vented to the atmosphere.

- Two (2) drain holes in the floor in the rear of the compartment.

#### **Adjustable Shelves:**

Six (6) aluminum, adjustable shelves. The shelves shall be constructed of 0.188-inch-thick, smooth aluminum plate for durability and the ease of mounting equipment.

The shelves shall be fully adjustable from the top of the compartment to the bottom. Shelving hardware shall be of the Unistrut “C” channel design.

The shelves shall have a minimum of a 3-inch retaining flange around all edges to prevent equipment from being dislodged while the apparatus is being driven. The shelves shall have solid welded corners. The shelves shall have a minimum of a 600 lb. rating.

The shelves shall have a Scorpion style protective coating to match the compartment interiors.

The exact number, layout, design, and location of the adjustable shelves shall be determined by the purchasing department during the pre-construction conference.

#### **Slide-Out Trays:**

Two (2) slide-out trays. The slide-trays shall be constructed of 0.188-inch-thick, smooth aluminum plate for durability and the ease of mounting equipment.

The entire assembly shall be bolted into place using 3/8-inch stainless-steel fasteners. The slide-out trays and roller assembly shall have a minimum of a 1,000 lb. capacity rating. The slide-out trays shall have a 3-inch retaining flange around all edges. The slide-out trays shall have solid welded corners.

The slide-out trays shall have a Scorpion style protective coating to match the interior coating of the compartments.

The exact location, design, and number of the slide-outs shall be determined by the purchasing department during the pre-construction conference.

### **3.33. 12 Volt DC Electrical System**

#### **Electrical Overview:**

The electrical system and associated equipment shall comply with all Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, and shall also conform to all applicable SAE recommended standards and practices and meet or exceed NFPA 1901 requirements.

The apparatus body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits. All wiring shall be permanently color coded and marked to identify each wire for its entire length.



Wiring shall be routed in conduit or loom that is rated at a minimum of 300°F and include a service loop of wire that will permit the replacement of the wire terminals if damaged. All conduits, looms, and wiring harnesses shall be secured to the body or frame with insulated metal cable straps.

All electrical system components and wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

The unit shall come with a Load Management System. All wiring shall conform to NFPA 1901 standards and SAE standards.

**Electrical Panel:**

An electrical panel must be provided for the emergency vehicle accessories. The electrical panel shall be located as to ensure the ease of accessibility for future servicing and maintenance.

The electrical components shall be in an accessible, weather resistant location. The area shall come with a removable, vented panel to protect the components from damage.

The exact design, location, and functions of the electrical panel shall be determined by the purchasing department during the pre-construction conference.

**3.34. Master Battery Switch**

One (1) Master battery switch should be located in a convenient area to the driver's seated, belted position. Provided with the switch shall be a single "GREEN" light indicating the master switch is in the "ON" position. The mounting location for the master battery switch shall be on the driver's side of the center console.

The exact layout, location, and functions of the master battery switch shall be determined by the purchasing department during the pre-construction conference.

**3.35. Battery Charger**

One (1) Kussmaul battery charging system or equivalent must be provided. The battery charger shall charge the chassis batteries while attached to the auto eject shoreline. The mounting location for the battery charger unit shall be in an accessible location with the other electrical components.

Provided adjacent to the battery charger shall be a graph bar. The graph bar shall indicate the battery status while attached to the auto eject shoreline.

The exact layout, location, and functions of the battery charging system shall be determined by the purchasing department during the pre-construction conference.

**3.36. Auto-Eject System**

A Kussmaul Auto-Eject system or equivalent with 110-volt AC, 20-amp shoreline receptacle that shall provide 110-volt AC service when activated. The mounting location for the auto-eject receptacle shall be in an accessible and secure location.

The auto-eject shall have a weather resistant, yellow in color, cover with a hinged lid. The graph bar shall be located adjacent to the auto eject shoreline receptacle.

The exact layout, location, and operation functions of the shoreline receptacle shall be determined by the purchasing department during the pre-construction conference.

### 3.37. Center Cab Console

A custom designed and fabricated center cab console must be provided. The console shall be fabricated using 0.125-inch-thick, heavy-duty, smooth aluminum plate covered with a heavy-duty polyurethane “Scorpion” style protective material, black in color.

The center console shall contain the following items:

- One (1) slot for binders / books
- Two (2) slots for medical glove boxes
- Warning light controls
- One (1) siren amplifier.
- Department mobile communication’s radio
- Any other items required by the purchasing department.
- Electrical power supply for department supplied equipment and the antenna coax cable shall be terminated within the center cab console.
- Master battery switch.

The switch panel shall contain switches for the following minimum applications:

- Master switch.
- Emergency lights switches.
- Light bar switch.
- Scene light switches.
- Door open indicator.
- All other necessary functions.

All switches shall be lighted and properly identified.

Prior to CAD design and after the award of the contract, all items required to be housed in the center cab console shall be determined by the purchasing department for approval of final drawings for the center cab console.

The exact design, layout, and equipment housed within the center cab console shall be determined by the purchasing department during the pre-construction conference.

### 3.38. Marker Lights

There must be the proper number of LED style ICC / marker lights located on the apparatus body above the drip rails.

All lights and reflectors shall meet or exceed Florida DOT regulations and the Federal Motor Vehicle Safety Standards.

### 3.39. License Plate Bracket

One (1) cast aluminum license plate bracket with LED light recessed on the rear of the body must be provided. The mounting location shall be in the center of the rear body panel just above the rear tailboard and under the rear compartment roll-up door.

The exact mounting location of the tag bracket and LED light shall be determined by the purchasing department during the pre-construction conference.

### 3.40. Back-up Alarm

Provide One (1) Whelen or equivalent Back-up alarm minimum 97dBa, that automatically activates when the vehicle's transmission is placed in the reverse gear.

There shall be NO back-up alarm cut-off switch as this would be in violation of safety regulations.

The exact mounting location and activation of the back-up alarm system shall be determined by the purchasing department during the pre-construction conference

### 3.41. Compartment Lights

Provide one (1), vertically mounted, LED light strip, in each of the exterior compartment openings, in each of the seven (7) exterior compartments.

The LED lights shall activate when the roll-up doors are in the open position.

The exact layout, location, number of lights and activation of the compartment lights shall be determined by the purchasing department during the pre-construction conference.

### 3.42. Door Ajar Light:

A red flashing warning light must be provided within sight of the driver's seat belted position to indicate a compartment door is open or ajar.

This warning light shall be installed to prevent damage to the apparatus and / or equipment and to comply with NFPA 1901 standards.

The exact layout, location, and activation of the door ajar warning light shall be determined by the purchasing department during the pre-construction conference

### 3.43. Ground Lights

Six (6) Tecniq LED Ground Illumination Lights or equivalent must be provided under the apparatus body. These lights must illuminate the ground area around the modular body and shall be activated by applying the chassis parking brake.

The lights shall be located as follows:

- Two (2) under the rear tailboard on the rear of the modular body.
- Two (2) under the driver's side compartments, L-1 and L-3.
- Two (2) under the officer's side compartments, R-1 and R-3.

Additionally, there shall be provided two (2) Tecniq LED ground illumination lights under the cab running boards. The lights shall illuminate the ground area and shall be activated by the opening of a chassis cab entry door and by applying the chassis parking brake.

The lights shall be located as follows:

- One (1) under the driver's side running board.
- One (1) under the officer's side running board.

The ground illumination lights shall be evenly spaced along the sides of the apparatus to provide optimal ground lighting for safe nighttime operations.

### 3.44. Scene Lights

Six (6) Whelen 600 Series or equivalent surface mounted LED scene lights must be provided. The lights shall have clear LED modules, clear lenses, and have chrome flanges.

The lights shall be located:

- Two (2) on the driver's side of the apparatus body
- Two (2) on the officer's side of the apparatus body
- Two (2) on the rear of the apparatus body

The scene lights shall be activated by three (3) individual switches on the center cab console.

### 3.45. Emergency Lighting

The emergency lighting package as specified shall meet the requirements for "Clearing the Right of Way" and "Blocking the Right of Way" as specified in the current edition of NFPA 1901.

Whelen brand is entered here or equivalent to that brand, it is only to set a standard for the lights .

ZONE A UPPER Whelen Justice Series 56" LED light bar

Red / white LED modules with clear lenses.

ZONE A LOWER Two (2) Whelen Ion Series LED Lights.

Clear LED modules with red lenses.

Chrome flanges.

One (1) on each left and right side of the cab grille.

Two (2) Whelen Ion Series LED lights.

Clear LED modules with red lenses.

Chrome flanges.

One (1) on each left and right-side front fender for intersection lights.

ZONES B & D UPPER Four (4) Whelen 600 Series LED lights.

Clear LED modules with red lenses.

Chrome flanges.

Two (2) on each left and right-side upper body.

ZONES B & D LOWER Two (2) Whelen 600 Series LED lights.

Clear LED modules with red lenses.

Chrome flanges.

One (1) over each left and right-side rear wheel well.

ZONE C UPPER Two (2) Whelen 600 Series LED Lights.

Clear LED modules with red lenses.

Chrome flanges.

One (1) on each left and right upper side of the rear of body.

ZONE C LOWER Two (2) Whelen 600 Series LED Lights.

Clear LED modules with red lenses.

Chrome flanges.

One (1) on each left and right lower side of the rear of body.

All exterior emergency warning lights shall meet NFPA 1901 standards for flash patterns.

The location, and activation of the emergency lighting package shall be determined by the purchasing department during pre-construction conference.

### 3.46. DOT Taillights

A set of two (2) Whelen 600 Series or equivalent LED taillights on the apparatus body must be provided. The taillights must be mounted in chrome bezels, one (1) on both the left-side and right-side.

- Two (2) Whelen 600 Series LED brake lights.
- Two (2) Whelen 600 Series LED turn signals.
- Two (2) Whelen 600 Series LED back-up lights.

The layout, and location of the LED taillights shall be determined by the purchasing department during the pre-construction conference.

### 3.47. Siren Amplifier

Provide one (1) Whelen (or equivalent) 100-watt self-contained electronic siren amplifier. The siren amplifier must be located within the center cab console within reach of the driver's and officer's seated, belted positions and have a hands-free mode with PA function.

The siren shall have the following tones:

- Wail
- Yelp
- Piercer
- Air horn

The exact location, and activation of the electronic siren amplifier shall be determined by the purchasing department during the pre-construction conference

### 3.48. Siren Speaker

Provide one (1) 100 watt, electronic siren speaker. The speaker must be mounted in the center of the OEM bumper and have a black colored housing.

The mounting location of the electronic siren speaker will be determined by the purchasing department during the pre-construction conference.

### 3.49. Radio DC Power Pre-Wire

Bidder must provide a 12-Volt DC lead for the installation of a department supplied mobile communications radio. The DC lead shall terminate within the center cab console.

The exact layout, location, and function of the mobile radio shall be determined by the purchasing department during the pre-construction conference.

### 3.50. Coax Cable

Bidder must provide one (1) mobile communications radio antenna base, minus the whip, on the cab roof and the coax cable for the mobile radio must be run and terminated with in the center cab console.

The exact layout, location, and function of the mobile radio antenna and coax cable shall be determined by the purchasing department during the pre-construction conference.

### 3.51. Telescopic Pole Lights

Bidder must provide two (2) Whelen Pioneer LED 12-volt DC telescopic pole lights or equivalent. The telescopic pole lights shall be wired to the chassis battery system and mounted as follows:

- One (1) on the front driver's side of the module body.
- One (1) on the front officer's side of the module body.

The lights shall be activated by a dedicated switch located on the center cab console. The lights shall be extendable and rotate 360° to give the optimal scene lighting capabilities.

The exact mounting location and operations of the telescopic pole lights shall be determined by the purchasing department during the pre-construction conference.

### 3.52. Qualified Vehicle Modifier Certification

The City of Lake City, Fl. Fire Department is concerned that the different bidders have a firm understanding of the chassis electrical hook ups and tie-ins and also the correct procedures concerning mounting the body to the Ford chassis so as to limit any future warranty issues.

To limit the liability and ensure that all bidders are qualified, the City of Lake City, Fl. Fire Department shall require that all bidders must be certified and a member in good standing of the Ford Motor Company's QVM (Quality Vehicle Modifier) program or another make that has been excepted as an approved equal for emergency vehicles.

Please provide a copy of your Ford QVM certification with your bid package. NO EXCEPTIONS shall be granted.

Failure to provide this information may deem your bid unresponsive.

### 3.53. Pre-Construction Conference

A pre-construction conference is required held at the awarded manufacturer's facility before any construction can commence. Representatives from the City of Lake City, Fl. Fire Department and members of the awarded manufacturer shall attend this meeting.

Members in attendance for this meeting shall represent fabrication, electrical, design, paint, project management, sales team, and representatives of the purchasing department.

Both parties shall go over the specifications line item by line item to ensure that the apparatus is built to meet or exceed all requirements set forth by the purchasing department.

After this meeting, a representative of the awarded manufacturer shall present the purchasing department with a copy of the written work order to be used in production and a final set of CAD drawings for the apparatus, center cab console, slide-out trays, and any other specialty items as requested or required by the purchasing department.

No fabricating of the body shall begin until all drawings and work orders have been approved and signed by both parties.

Any expenses relating to insuring compliance shall be at the expense of the awarded bidder and be at no additional cost to the purchasing department. This includes all lodging and meals while in the awarded manufacturer's area for up to three (3) members of the purchasing department.

### 3.54. Detailed CAD Drawings

After the pre-construction conference is held, there shall be provided to the purchasing department a detailed set of scaled C.A.D. (computer aided design) drawings to be used in the production process.

These drawings shall show all the options and equipment to be mounted on the apparatus.

No fabricating of the body shall begin until all drawings and work orders have been approved and signed by both parties.

### 3.55. Wash and Prep for Final Inspection

Upon completion and before the final inspection takes place, the entire apparatus' outside, cab interior, and body interior shall be cleaned and in a "READY FOR INSPECTION STATE".

### 3.56. Pre-Delivery Inspection

There shall be a required pre-delivery, final inspection, held at the awarded manufacturer's facility after the apparatus has been completed. Representatives from the City of Lake City, Fl. Fire Department and members of the awarded manufacturer shall attend this meeting.

Members in attendance for this meeting shall inspect the fabrication, electrical, paint, audible and visual warning devices, scene lights and pole lights, slide-out trays, adjustable shelves, etc. for compliance to the bid specifications.

At this meeting both parties shall go over the specifications line item by line item to ensure that the apparatus has been built to meet or exceed all requirements set forth by the purchasing department's specifications.

Any expenses relating to insuring compliance shall be at the expense of the awarded bidder and be at no additional cost to the purchasing department. This includes all lodging and meals while in the awarded manufacturer's area for up to three (3) members of the purchasing department.

### 3.57. FAMA Compliance

The awarded apparatus manufacturer must be a current member in good standing of the Fire Apparatus Manufacturer's Association (FAMA).

Please provide a copy of your FAMA certificate with your bid proposal package. NO EXCEPTIONS shall be granted.

### 3.58. U.S.A. Manufacturer:

The entire apparatus shall be assembled within the borders of the Continental United States to insure more readily available parts, without costs and delays to service caused by tariffs and customs. NO EXCEPTIONS shall be granted.



### 3.59. Warranty

1. The Contractor agrees that the goods furnished under any award resulting from this solicitation shall be covered by the most favorable Manufacturers warranty the Contractor gives any customer for such goods and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Lake City by any other clause of this solicitation. A copy of this warranty shall be furnished with the bid. The custom built body that sits on the chassis must have at the minimum a 5 year paint warranty with a minimum 10 year structural warranty from the date of final acceptance of the vehicle by the City of Lake City in writing.
2. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in this solicitation and under the contract shall be new, in first class condition, and in accordance with the ITB documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Defects discovered during the warranty period shall be corrected by the Contractor to the City of Lake City's satisfaction.

### 3.60. Delivery

**Vehicle must be delivered FOB destination with 48 hours notification to [Procurement@lcfla.com](mailto:Procurement@lcfla.com). Address to deliver vehicle is 200 NE Gum Swamp road, Lake City, FL 32055. Please contact Karen Nelmes at (386) 719-5818 or Megan Brannon at (386) 758-5407.**

## 4. TERMS AND CONDITIONS

### 4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State their business is registered in, to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

### 4.2. Insurance

1. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
2. Statutory Workers Compensation insurance as required by the State of Florida.
3. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
4. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

### 4.3. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

### 4.4. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of

\$500.00 per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

#### 4.5. Schedule

1. Upon receipt of all required documents a Notice to Proceed will be issued.
2. The successful Contractor must complete all work within one hundred and 80 days (180) calendar days after the Notice to Proceed is issued.

#### 4.6. Special Conditions

1. No extended time will be allowed for the build of this vehicle. Item must be received prior to the end of the Fiscal year which is September 30, 2021.
2. Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure. In this event work stoppage must be reported to the City Project Manager to let him know of the delay.

#### 4.7. Contract/Award

1. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued along with a Purchase Order.
2. Award shall be made to the most responsive responsible bidder.

#### 4.8. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

#### 4.9. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be with your bid proposal. There is a

section to upload the documents. It is up to the City's to determine what is an approved equal and what is in the best interest of the City.

#### 4.10. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of three (3) references for similar project in the last three (3) years years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

#### 4.11. Change Orders

1. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
2. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.
3. All changes or additions will be approved by the City of Lake City prior to work being initiated.

#### 4.12. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

#### 4.13. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

#### 4.14. Public Entity Crime

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

#### 4.15. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

#### 4.16. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology

systems of the public agency

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.**

#### **4.17. [Payment And Performance Bonds](#)**

Payment and performance bonds are not a requirement of this bid.

#### **4.18. [Additional Information](#)**

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

## 5. PRICING PROPOSAL

### LIGHT DUTY FIRE TRUCK

Total cost of the Light Duty Fire Truck as specified here in.

Total cost of Light Duty Fire Truck	Quantity	Unit of Measure	Unit Cost	Total
Ford F-550 XL, 4 door Crew Cab, Super Duty per the specifications within or equal	1	each		
<b>TOTAL</b>				

## 6. VENDOR QUESTIONNAIRE

### 6.1. References\*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

**\*Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Length of time services provided: \_\_\_\_\_

\*Response required

### 6.2. Title and Organization\*

Please provide your title and organization's name.

\*Response required

### 6.3. Local Office\*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

\*Response required

### 6.4. Principal Office\*

Please provide the city and state for your Principal Office.

\*Response required

### 6.5. Conflict of Interest Statement\*

1. The above named entity is submitting a Bid for the City of Lake City 006-2021 described as Light Rescue Fire Truck.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.



3. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

\*Response required

#### 6.6. [Disputes Disclosure Form\\*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

*Select all that apply*

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

\*Response required

#### 6.7. Disputes Disclosure Form - Explanation\*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

\*Response required

#### 6.8. Disputes Disclosure Form - Acknowledgement\*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

☐ Please confirm

\*Response required

#### 6.9. Drug Free Workplace Certificate\*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

☐ Please confirm

\*Response required

#### 6.10. Non-Collusion Affidavit\*

1. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:  
006-2021, Light Rescue Fire Truck;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

\*Response required

#### 6.11. E-Verify Affirmation Statement\*

006-2021-Light Rescue Fire Truck

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

☐ Please confirm

\*Response required

#### 6.12. Bidder's Checklist\*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

☐ Please confirm

\*Response required

#### 6.13. Clarifications and Exceptions\*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

\*Response required

#### 6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

##### 6.14.1. Federal Identification No. (FEID)\*

Please provide your FEIN number here.

\*Response required

##### 6.14.2. Acknowledgments\*

1. This sworn statement is submitted with 006-2021.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

\*Response required

**6.14.3. Please indicate which statement applies.\***

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

*Select all that apply*

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or

an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

\*Response required

#### *6.14.4. Required Documents*

Please upload your Final Order if you selected Option 3 or Option 4 above.

#### *6.14.5. Describe Action Taken*

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

### 6.15. Qualified Vehicle Modifier Certificate

#### *6.15.1. Qualified Vehicle Modifier Certification*

Please upload your Certificate here.

### 6.16. Or Equal

#### *6.16.1. Are you submitting a request to substitute? \**

☐ Yes

☐ No

\*Response required

*6.16.2. Please explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto*

#### *6.16.3. Substitution Information*

Please upload the specifications for any items you wish to substitute with the understanding that is is up to the City to decide if your item can be considered an equal to the specifications here in.

**File Attachments for Item:**

4. Corbett Alday, V.P. of Guardian CRM Inc. - FFY 2020-21 Community Development Block Grant (CDBG) CV Funding PowerPoint

# Community Development Block Grant (CDBG) CV Funding

City of Lake City  
and  
Guardian Community Resource Management, Inc.

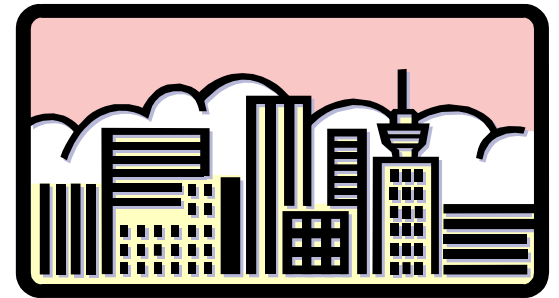
March 1, 2021





# CDBG

1. Federal Funding to the State
2. State Develops Rule and Application
3. Competitive Process
4. Benefit to Low and Moderate Income (LMI)
5. Eligible Applicants:
  - a) Cities of less than 50,000 population
  - b) Counties of less than 200,000 population



# CDBG

Each activity must meet one of the following national objectives for the program:

- a) benefit low- and moderate income (LMI) persons,
- b) prevent or eliminate slums or blight, or
- c) address community development needs with particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

A minimum of 70% of all CDBG-CV funds must be used for LMI benefit.



# CDBG

1. Project Requirements:
2. Project activities must prevent, prepare for, or respond to the coronavirus, and should demonstrate a:
3. Direct effect: Costs directly associated with coronavirus prevention, preparation, or response (e.g. rehabilitation of building to create additional quarantine and isolation rooms for recovering COVID-19 patients).
4. Indirect effect: Economic and housing market disruptions (e. g. small business assistance)
5. Between \$200,000 and \$5,000,000 in costs



# 2020 CDBG Income Limits

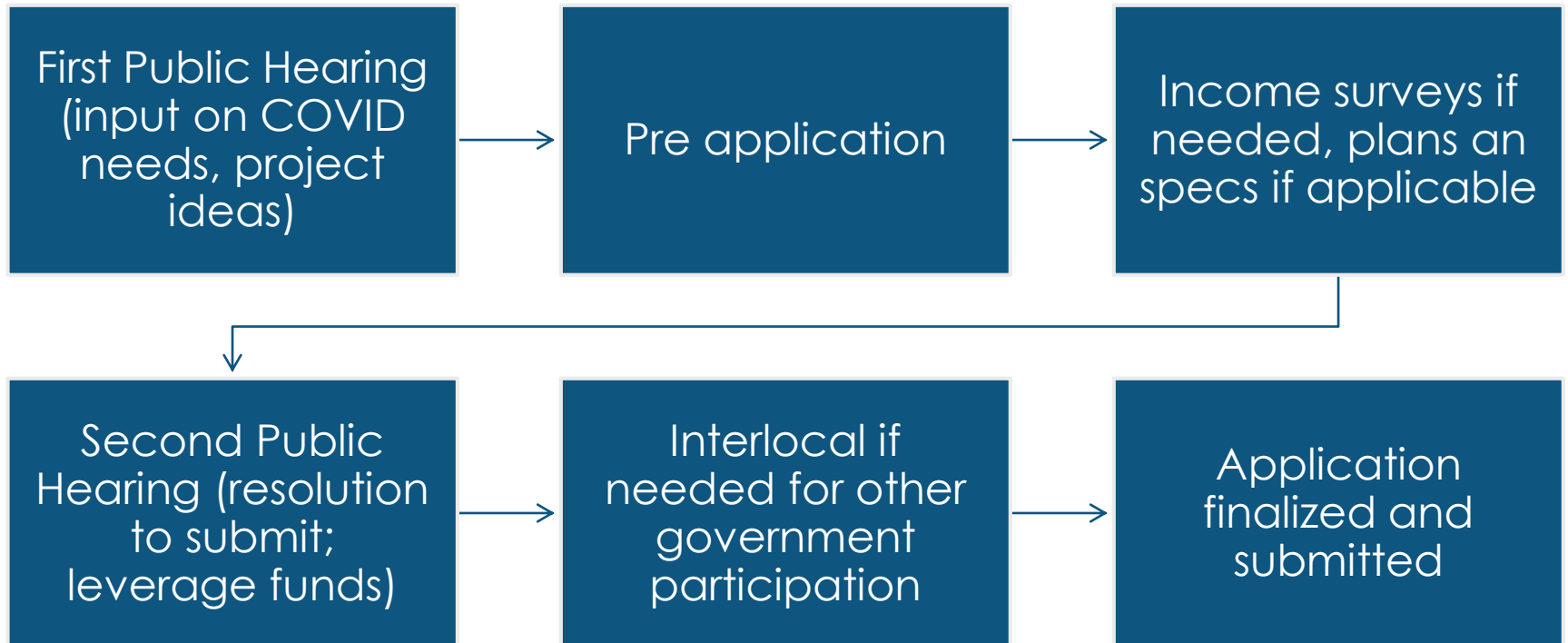
FY 2020 Income Limit Area	Median Family Income	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Columbia County, FL	\$55,200	Low (50%) Income Limits (\$)	19,600	22,400	25,200	<b>28,000</b>	30,250	32,500	34,750	37,000
		Very (30%) Low Income Limits (\$)*	12,760	17,240	21,720	<b>26,200</b>	30,250	32,500	34,750	37,000
		LMI (80%) Income Limits (\$)	31,400	35,850	40,350	<b>44,800</b>	48,400	52,000	55,600	59,150

# Project Examples

1. ADA Sidewalks to allow for social distancing
2. Rehabilitation of a facility for testing and vaccination with HVAC replacement and touchless bathrooms
3. Rehabilitation of a facility for job training for those affected by COVID 19
4. Extend water and sewer to a new plant that will produce personal protection equipment (PPE)
5. Rent/mortgage and utilities assistance



# Process



# REQUIRED HEARING STEPS

Presentation

Public input

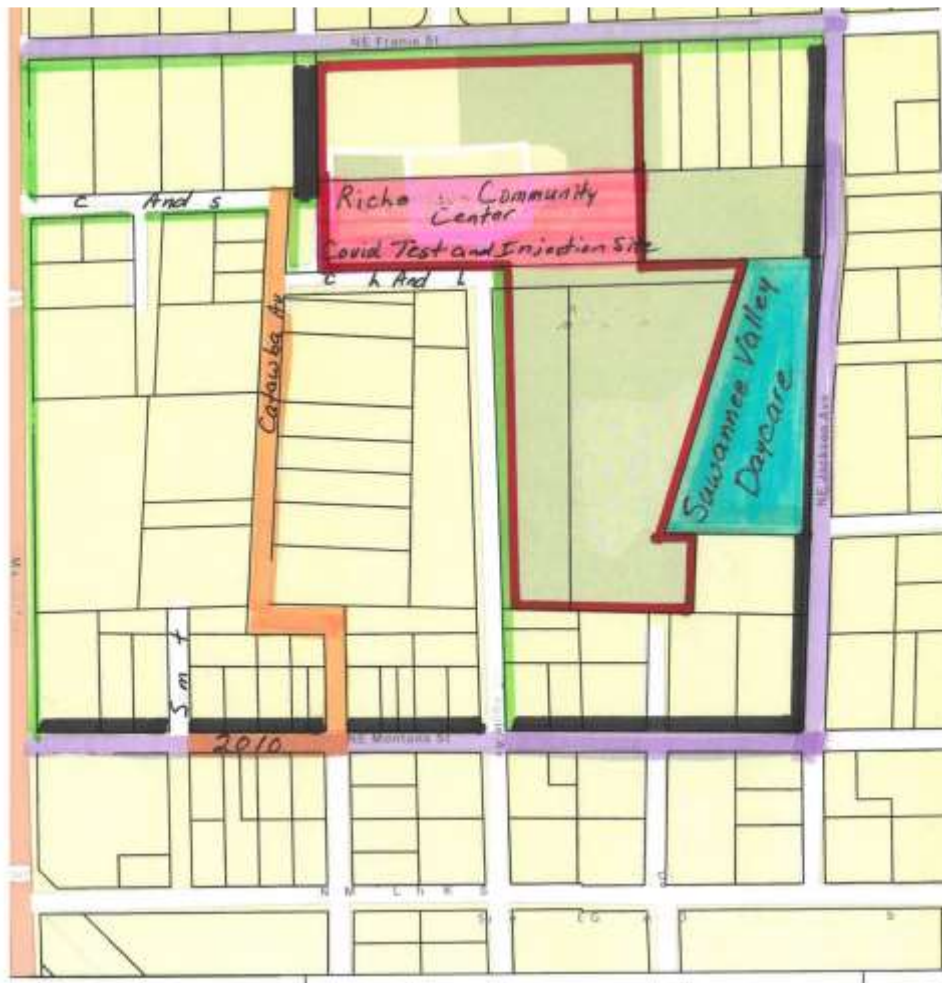
Back to elected officials

Staff comments and ideas

Motion to proceed with  
pre-application







STAFF IDEA:

RICHARDSON  
COMMUNITY  
CENTER COVID  
TESTING SITE



**File Attachments for Item:**

5. Corbett Alday, V.P. of Guardian CRM Inc. - Community Development Block Grant PowerPoint

# Community Development Block Grant

City of Lake City  
and  
Guardian Community Resource Management, Inc.

March 1, 2021



# Community Development Block Grants



1. Federal Funding to the State
2. State Develops Rule and Application
3. Competitive Process
4. Benefit to Low and Moderate Income (LMI)
5. Eligible Applicants:
  - a) Cities of less than 50,000 population
  - b) Counties of less than 200,000 population

# Community Development Block Grants



1. Very, very competitive (common to take 2-3 tries)
2. Community Wide Need Scores (CWNS) are base scores calculated by FDEO/HUD
3. Income documentation required – census can be used but survey is usually required to achieve score (51% LMI min, 70% LMI is better for score)

# 2020 CDBG Income Limits

FY 2020 Income Limit Area	Median Family Income	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
<b>Columbia County, FL</b>	\$55,200	Low (50%) Income Limits (\$)	19,600	22,400	25,200	<b>28,000</b>	30,250	32,500	34,750	37,000
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# Funding Categories



## Regular Category (\$750,000)

### 1. Neighborhood Revitalization (infrastructure)

- LMI neighborhoods at least 51% LMI; 70% LMI will maximize score
- Minimum 85 LMI households (HH) in the project area served by the CDBG work for max score
- Eligible Activities: water, sewer, roads, storm, neighborhood centers, parks, sidewalks
- New sewer and water score the highest
- Leverage up to \$50,000 for 25 points
- Ready to proceed (plans, specs, permit apps) 100 points



# Funding Categories



## Regular Category (\$750,000)

### 2. Housing Rehabilitation (rehabilitation/repair)

- LMI owner occupied repairs: code, safety, hardening
- Leverage \$50,000 (can be County SHIP) 25 points
- Green improvements in Housing Assistance Plan is important to score
- 10 owner occupied units must be addressed to maximize score
- Very Low Income and Low Income HH must be addressed to maximize points
- A CDBG Housing Assistance Plan with priorities such as disabled, veterans, elderly head of HH must be adopted

# Funding Categories



## Regular Category (\$750,000)

### 3. Commercial Revitalization (CRA improvements)

- Commercial Redevelopment Area required
- LMI city wide at least 51%; sidewalks parking, lighting, building code, facades
- Leverage is important to score (can be Tax Increment Financing/TIF)
- Ready to proceed is important to score
- Optional points for other community development such as architectural standards, market study, vacant commercial properties



# Economic Development



**Economic Development (maximum \$1,500,000)**

***Open until State funds expended – does not compete with regular CDBG***

- Infrastructure needed for business expansion or new business: water, sewer, rail, traffic, roads, gas, fiber
- Local government-owned buildings; market rent
- Loans to businesses (via eligible local governments)
- Job Creation required: grant per job under \$35,000
- At least 51% of the jobs created going to persons of LMI households; diploma or equivalent and on job training

# Economic Development, cont.



## Economic Development – Sample program

- e) Public Benefit Standards = cost per job under \$35,000 (e.g. – For a \$1,500,000 grant:  
 $\$1,500,000 \text{ divided by } \$34,999 = 42.85 =$   
round up = 43 Jobs Minimum)
- f) National Objective = Job Creation with at least 51% of the jobs created going to LMI Persons.  
(e.g. Above 43 Jobs times .51 = 21.85 = round up = 22 LMI Jobs)

# Process

1. CATF (appointed; at least 5 citizens; 51% LMI; required to meet once before the 1st Public Hearing)
2. First Public Hearing (review categories)
3. Income Surveys if applicable
4. Application draft
5. Second Public Hearing (resolution to submit; leverage funds)
6. Interlocal if needed for other government participation
7. Application finalized and submitted
8. Economic Development can apply until funds expended

# The City of Lake City CDBG Program Review Questions



## Thank You

**File Attachments for Item:**

6. Corbett Alday, V.P. of Guardian CRM Inc. - Fair Housing Workshop PowerPoint



# Fair Housing Workshop

Brought to you by  
Lake City,  
and  
Guardian Community Resource Management, Inc.



Community Development Block Grant  
March 1, 2021



# Fair Housing Act



The Fair Housing Act (Title VIII Civil Rights 1968) was established to protect people from discrimination when purchasing or renting a property as a residence.

- Fair Housing Ordinance
- Florida Chapter 760 FS
- CDBG Award Agreement

# Fair Housing Act



**It is illegal to discriminate based on the race, color, religion, sex, national origin, handicap or familial status when renting, selling or financing a home or property**

**You Have Rights!!** If you feel you have been discriminated against when buying or renting a home, at the end of this presentation we will provide you with a contact who can help you follow up on your situation.





# Fair Housing Act

## Who Is Not Protected

Discrimination based on the following factors are not covered by the Fair Housing Act

- Marital Status
- Sexual Orientation
- Source of Income
- Criminal History, including Sexual Offenders, and Juvenile offenders
- Non-recovering users of illegal substances



# Fair Housing Act

## Excludes

- An owner-occupied building with up to four units
- A home sold or rented by the owner as long as he or she does not own more than three homes or use a real estate agent or has not sold a home in the last 24 months.
- A housing development operated by an organization or club.
- A qualified housing development for 55+ adults

# Under the Fair Housing Act It Is Against The Law To



- Refuse to rent or sell a home to a person who falls into one (or more) of the protected classes and being in those classes is the basis for the refusal;
- Tell you housing is unavailable when in fact it is available;
- Deny a person with children under the age of 18 a specific unit in an apartment building for which he or she has otherwise qualified;
- Discriminate against residents because of the disability associated with them. (“Associated” means children, parents, friends, spouses, roommates, patients, etc.).



# Under the Fair Housing Act It Is Against The Law To



- Advertise housing to preferred groups of people only;
- Threaten, coerce, intimidate, or interfere with someone who is advocating for his or her fair housing rights;
- Impose different terms or conditions on a mortgage loan;
- Make assumptions about your ability to pay based only on your race or national origin; Note: A bank does not have to loan you money if you cannot show that you can repay that loan;
- Ask a person with a disability to prove he/she can live independently.

# Under the Fair Housing Act It Is Against The Law To



- Show you apartments or homes in certain neighborhoods only;
- Ask you about a disability unless you are requesting an accommodation or applying for housing that gives priority to persons with disabilities;
- Ask you to provide more documentation than is necessary to prove your disability and its connection to your requested reasonable accommodation;
- Refuse a reasonable accommodation unless it is not related to the person's disability or it would fundamentally alter the nature of the provider's operations or would impose an undue financial and administrative burden.

# Fair Housing Act

## Filing a Complaint



**Florida Council on Human Relations:**

<http://fchr.state.fl.us/>

<https://fchr.myflorida.com/fair-housing/>

- **U.S. Department of Housing and Urban Development**
- **451 Seventh St SW**
- **Washington, DC 20410-2000**

• <https://www.hud.gov/programoffices/fairhousingequalopp>

• <https://www.hud.gov/programoffices/fairhousingequalopp/online-complaint>

• **You can call 800-440-8091 (Florida, Atlanta Regional Office) or 202-708-1455 (TTY)**

# Fair Housing Act

## QUESTIONS?

**File Attachments for Item:**

7. City Council Ordinance No. 2020-2173 - (final reading) An ordinance of the City of Lake City, Florida, amending Ordinance No. 91-688, as amended, relating to an amendment to the text of the City of Lake City Comprehensive Plan, pursuant to application, CPA 20-10, by the City Council, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, providing for amending Policy I.1.2 of the future land use element by adding a mixed use land classification, repealing all ordinances in conflict, and providing an effective date.

Passed on first reading 12-21-2020



ORDINANCE NO. 2020-2173

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING ORDINANCE NO. 91-688, AS AMENDED, RELATING TO AN AMENDMENT TO THE TEXT OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, PURSUANT TO APPLICATION, CPA 20-10, BY THE CITY COUNCIL, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR AMENDING POLICY I.1.2 OF THE FUTURE LAND USE ELEMENT BY ADDING A MIXED USE LAND USE CLASSIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, the Community Planning Act, empowers and requires the City Council to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the City of Lake City Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for amendment, as described below;

WHEREAS, the City Council held the required public hearings, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the City Council reviewed and considered all comments received during said public hearings, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, concerning said application for an amendment, as described below;

WHEREAS, the City Council, found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council, has determined and found that approval of an application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 20-10, by the City Council, to amend the text of the Comprehensive Plan, a portion of Policy I.1.2 of the Future Land Use Element of the Comprehensive Plan, is hereby amended to add a new Mixed Use land use classification to read, as follows:

## MIXED USE

The mixed use land use classification is appropriate in locations where central water and wastewater facilities are available or planned to be available and shall be along arterial or collector roads where adequate capacity is available to meet the impacts of the proposed development as defined in the Concurrency Management System.

The purpose of the mixed use land use classification is to allow for development of an integrated mix of uses and to provide for the expansion of the City's economic base, while providing for affordable workforce housing opportunities in close proximity to places of employment.

A mixed use land use classification shall be comprised of non-residential, residential and open space/conservation uses as follows:

USES	MINIMUM %	MAXIMUM %
Non-Residential	50	85
Residential	5	40
Open Space	10	

The minimum and maximum percentages identified above shall be based on gross acreage of any proposed mixed use land use classification.

### Non-Residential

Non-residential uses within the mixed use land use classifications may include the following; Light or Heavy Industrial, General Commercial, Office, Public Facilities or Infrastructure. Within the non-residential component of the Mixed Use land use classification, a minimum of fifty percent shall be industrial. Non-residential uses shall be limited to an intensity of no more than 1.0 floor area ratio.

### Residential

Housing options may include single family detached and attached units to multi-family units. Residential density shall not exceed ten dwelling units per acre based on gross acreage of the overall residential portion of the proposed mixed use land use classification. The clustering of residential units and housing types is permitted and desired in order to maximize open space and to make efficient use of infrastructure as long as the overall gross density of ten dwelling units per acre is not exceeded.

### Open Space

Open space may include wetlands, upland buffers, passive recreational or landscape areas or linear open space, which may include such features as walkways, bike paths, plazas or other similar amenities. At least ten percent of the required open space shall be uplands. One-half of the required upland open space shall be useable for residents and employees of said development.

### Development Standards

Central potable water and wastewater utilities can be provided by a public or private entity. Should central potable water and wastewater utilities not be available to the site at the time of a development permit being issued, then the development shall be limited to densities that prevent degradation of groundwater quality, as follows;

1. Non-residential uses are limited to those as specifically listed as principal uses and structures within the Commercial General and Industrial, Light and Warehousing zoning districts as defined within the Land Development Regulations;
2. Residential density does not exceed an overall gross density of two dwelling units per acre; and
3. The disposal of industrial, hazardous or toxic waste into septic tanks is prohibited in accordance with Chapter 381, Florida Statutes, as amended.

Where the installation, use and proper maintenance of technologically advanced wastewater treatment or septic systems are shown to be effective in maintaining groundwater quality, higher intensities and densities may be permitted.

The mixed use land use classification shall not be allowed in areas identified as environmentally sensitive area.

All development shall have access to paved roads. All internal roads shall be paved to City standards. Primary ingress/egress from the development area to external roadways shall be required to be improved in accordance to City standards, and centralized in order to minimize the number of access points to external roadways.

Residential and non-residential portions of the development shall be linked internal to the development by streets, sidewalks, and in some cases by separate systems of pedestrian, bike and/or golf cart paths.

All development shall comply with all other applicable requirements of this Comprehensive Plan and the Land Development Regulations.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the Florida Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Florida Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this 21st day of December 2020.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this 1st day of March 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:


\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

8. City Council Ordinance No. 2021-2178 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending Chapter 2, Article 2, of the City Code of ordinances; providing for amendments to the rules of meetings of the City Council and special standing committees; providing for amendments to the composition, function, and responsibilities of various special standing committees; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

Passed on first reading on 02/16/2021

## **ORDINANCE 2021-2178**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING CHAPTER 2, ARTICLE 2, OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE RULES OF MEETINGS OF THE CITY COUNCIL AND SPECIAL STANDING COMMITTEES; PROVIDING FOR AMENDMENTS TO THE COMPOSITION, FUNCTIONS, AND RESPONSIBILITIES OF VARIOUS SPECIAL STANDING COMMITTEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS** the City Council adopted rules of its meetings in 1968, and said rules were codified in the City Code of Ordinances and from time to time said rules have been amended; and

**WHEREAS** the City Council finds that it is in the best interests of the citizens of the City of Lake City that the rules of meetings be updated; and

**WHEREAS** it is the intent of the City Council that its rules fully provide its deliberations and actions be conducted and taken openly in order that the members of the public may be fully informed; and

**WHEREAS** it is the intent of the City Council that it provide universal rules for the meetings of the City Council and its Special Standing Committees; and

**WHEREAS** it is the finding of the City Council that the members of the public must be fully informed if they are to be intelligently advised as to the conduct of public business by the Council; and

**WHEREAS** the City Council further finds that it is in the best interests of the City to find and provide opportunities for the public to be heard on propositions before the Council; and

**WHEREAS** the City Council further finds that it is in the best interests of the citizens of the City of Lake City to minimize the expenses and delays associated with future amendments to the rules of meetings.

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and adopted and incorporated herein.

**Section 2.** The following Sections of Chapter 2, Article 2 of the City Code of Ordinances titled “City Council” which pertain to rules of meetings are amended as follows (words ~~stricken~~ are deletions; words underlined are additions):

## **Article II. City Council**

### Section 2-31 ~~Regular m~~ Meetings of the City Council

- (a) The City Council shall determine and establish by ordinance or resolution the rules governing its own proceedings and the time and place for holding its meetings.
- (b) The presiding officer of the city council shall be the mayor or, in his or her absence, the vice-mayor. The presiding officer, or a majority of the city council shall preserve strict order and decorum at all regular and special meetings of the council.
- (c) Before proceeding with the business of the city council, the city clerk shall call the roll of the councilmembers, the city manager, the city attorney, and the sergeant-at-arms.
- (d) Every question coming before the city council shall be stated and the decision of the council shall be announced.
- (e) Unless a councilmember declares a conflict, his or her silence shall be recorded as an affirmative vote.
- (f) The presiding officer shall vote on all questions; the presiding officer shall be the last name called on the roll.
- (g) The presiding officer shall sign all ordinances and resolutions adopted by the council during the officer’s presence. The city clerk and city attorney shall also sign as appropriate.
- (h) The city clerk, or a designee, shall be present at all meetings of the city council and shall keep a record of the council proceedings as required by law. The city clerk shall also enter in full all ordinances and resolutions in an ordinance book and a resolution book, provided and kept for those purposes. Said books may be maintained electronically and shall be public records. Furthermore, the city clerk shall cause all ordinances to be codified in the Code of Ordinances.
- (i) ~~(a)Time. T~~ Unless otherwise duly scheduled and properly noticed, the city council shall hold regular meetings on the first and third Monday of each

month, commencing at 6:00 p.m., ~~or at such other hour of said day as may be designated by the mayor or written notice given to the council members, city manager, city clerk, city attorney and local news media at least 24 hours prior to said meeting.~~ However, when the day fixed for any regular meeting of the city council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day that is not a holiday without further notice.

- (j) ~~(b)~~ *Place.* All regular or special meetings of the city council shall be held in the city council's chambers at the City Hall in Lake City, Florida, or at such other location anywhere, within Columbia County, Florida, as may be designated by the caller of the meeting in the notice calling the meeting.

#### Section 2-32. - Special meetings.

The mayor, the city manager or three or more councilmembers ~~of the city council~~ may call special or emergency meetings of the council; provided, however, that each councilmember shall be given reasonable ~~at least 12 hours'~~ ~~written~~ notice. Such ~~which~~ notice shall be served ~~personally~~ upon each councilmember: personally, electronically, or left at his or her usual place of residence. ~~Whenever practicable, each member shall receive 12 hours' notice.~~ The notice calling the special meeting shall state the date and hour of the meeting and the purpose for which such meeting is called, and no business shall be transacted at such meeting, except such as is stated in the notice.

#### Section 2-33. Meetings open to public.

Except as specifically permitted by law, all ~~All~~ meetings of the city council shall be open to the public, and ~~any visitors~~ the public shall have access to the minutes and records of such meetings at all reasonable times.

#### Section 2-34. - Agenda.

All reports, communications, ordinances, resolutions, contract documents, or other matters to be submitted to the city council shall, ~~at least six business hours prior to each council meeting,~~ be delivered to the city clerk, whereupon the city clerk shall immediately arrange a list of such matters according to the order of business, the Agenda, and furnish each councilmember, of the city council the city manager, and the city attorney with a copy of the Agenda prior to the council meeting ~~and~~ as far in advance of the meeting as time for preparation will permit. No matter shall be considered by the city council at any meeting unless it shall have been first submitted to the city clerk and placed upon the Agenda as provided in this section; ~~unless, for emergency matters,~~ such requirement is waived by the unanimous consent of the councilmembers.



~~□ Sec. 2-35. — Presiding officer.~~

~~□ (a) The presiding officer of the city council shall be the mayor or, in his absence, the vice mayor. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the council. He shall state every question coming before the city council, announce the decision of the council on all subjects and decide all questions of order, subject, however, to an appeal to the council, in which event a majority vote of the council shall govern and conclusively determine such question of order. He shall vote on all questions, his name to be called last. He shall sign all ordinances and resolutions adopted by the council during his presence.~~

~~(b) In the event of the absence of the mayor, the vice mayor shall sign ordinances or resolutions as then adopted.~~

~~□ Sec. 2-36. — Call to order; presiding officer.~~

~~□ The mayor, or in his absence, the vice mayor shall take the chair precisely at the hour appointed for the meeting, and shall immediately call the council to order. In the absence of the mayor, the mayor may appoint one of the other members of the council as vice mayor during his absence. If the mayor fails to appoint a vice mayor to preside during his absence, the remaining members of the council shall select and designate one of the councilmembers to act as mayor during the absence of the mayor. The vice mayor shall preside at the meetings and shall assume all the duties of the mayor during the mayor's absence.~~

~~Section. 2-37. — Roll call.~~

~~Before proceeding with the business of the city council, the city clerk shall call the roll of the members, and the names of those present shall be entered in the minutes. The roll call shall include the city attorney and sergeant at arms.~~

~~Section. 2-38. - Quorum.~~

~~Three councilmembers of the city council shall constitute a quorum at any regular or special meeting of the city council. In the absence of a quorum, the presiding officer may, or shall, at the insistence of any plurality of the councilmembers present, adjourn the meeting from day to day until such time as a quorum may be present. A councilmember of the city council may be compelled to attend any meeting of the council upon unanimous vote of those attending the meeting. The presiding officer shall instruct the chief of police sergeant-at-arms or his the designated officer to bring such absent councilmember or councilmembers to said meeting forthwith; provided, however, that no councilmember shall be compelled to attend any meeting if such councilmember is sick or ill or otherwise incapacitated and unable to physically be present.~~

Section. 2-39. - Order of business.

~~Promptly a~~ At the hour set by the city council, for on the day of each regular or special meeting, the councilmembers of the city council, the city manager, the city clerk, the city attorney, and the sergeant at arms chief of police shall take their regular stations in the council chambers at the meeting site, and the business of the council shall be taken up for consideration and disposition. in the following order: The Agenda prepared by the city clerk in accordance with Section 2-34 shall initially be considered as the order of business. It may be amended as necessary or appropriate prior to adoption by the council.

~~(1) Roll call.~~

~~(2) Approval of minutes of previous meeting.~~

~~(3) Petitions, remonstrances and communications.~~

~~(4) Introduction and adoption of resolutions and ordinances.~~

~~(5) Report of department heads and committees.~~

~~(6) Unfinished business.~~

~~(7) New business.~~

~~(8) Miscellaneous.~~

~~(9) Appropriations.~~

~~(10) Adjournment.~~

Section. 2-40. - Reading of minutes.

Unless a reading of the minutes of a council meeting is requested by a councilmember of the council, such minutes may be approved without reading. ~~if the city clerk has previously furnished each member with a synopsis thereof.~~ At least three days prior to each meeting, the city clerk shall furnish each councilmember of the city council and the city attorney with a copy of the minutes of the preceding meeting.

Section. 2-41. - Rules of debate.

(a) Debate from chair. The mayor or vice-mayor or such other councilmember of the city council as may be presiding may move, second and

debate from the chair, subject only to such limitations of debate as are by these rules imposed on all councilmembers and shall not be deprived of any of the rights and privileges of the councilmember by reason of being ~~his acting as~~ the presiding officer.

(b) Getting the floor; improper references to be avoided. Every councilmember desiring to speak shall address the chair, and, upon recognition by the presiding officer, shall confine ~~himself~~ all comments to the question under debate, avoiding all personalities and indecorous language.

(c) Interruptions. A councilmember, once recognized, shall not be interrupted when speaking unless it be to call him or her to order, or as otherwise provided in this section. If a councilmember, while speaking, is called to order, ~~he the councilmember~~ shall cease speaking until the question of order be determined, and, if in order, ~~he the councilmember~~ shall be permitted to proceed.

(d) Privilege of closing debate. The councilmember moving the adoption of an ordinance or resolution or any motion shall have the privilege of closing the debate.

(e) Motion to reconsider. A motion to reconsider any action taken by the council may be made only on the day such action was taken. It may be made either immediately during the same session, or at a recessed or adjourned session of the council. Such motion shall be made by one of the prevailing side, but may be seconded by any councilmembers, and may be made at any time and have precedence over all other motions or while a councilmember has the floor; it shall be debatable. Nothing in this section shall be construed to prevent any councilmember of the council from making or remaking the same or any other motion at a subsequent meeting of the council.

(f) Remarks of councilmember; entry in minutes. A councilmember may request, through the presiding officer, the privilege of having an abstract of ~~his~~ the councilmember's statement on any subject under consideration by the councilmember entered in the minutes. If the city council consents thereto, such statement shall be entered in the minutes.

(g) Synopsis of debate; entry in minutes. The clerk may ~~be directed by the presiding officer, with consent of the council, to~~ enter in the minutes a synopsis of the discussion on any question coming ~~regularly~~ before the council.

(h) Rules of order. Except in conflict with the provisions of this section, Robert's Rules of Order, Newly Revised, shall govern the deliberations of the council.

Section. 2-42. - Addressing the council through presentation.

Any person desiring to address the council through presentation shall first notify the city clerk of such desire and state the purpose or matter he desires to bring before the council. The city clerk shall place the request upon the agenda under its proper heading of business, provided the person seeking to address the council has made his request of the city clerk ~~six hours~~ prior to the final completion of the Agenda. meeting; ~~provided, however, that under the following headings of business, unless the presiding officer rules otherwise, any qualified person may address the council without securing such prior permission:~~

(1) Written communications. Interested parties or their authorized representatives may address the council or councilmembers by written communications at any time ~~in regard to matters then under discussion.~~

~~(2) Oral communications.~~

~~Taxpayers or residents of the city, or their authorized legal representatives, may address the council by oral communication on any matter concerning the city's business, or any matter over which the council has control; provided, however, that preference shall be given to those persons who may have notified the city clerk in advance of their desire to speak in order that the same may appear on the agenda of the council.~~

~~(3) Reading of protests, petitions or communications. Interested persons or their authorized representatives may address the council by reading of protests, petitions, or communications relating to zoning, sewer and street proceedings; hearings on protests, appeals and petitions; or similar matters, in regard to matters then under consideration.~~

Section. 2-43. - Addressing the council after motion made.

After a motion is made by the council, no person shall address the council without first securing the permission of the presiding officer so to do.

Section. 2-44. - Public Participation; ~~m~~Manner of addressing council; time limit.

During the Public Participation portion of the meeting, any member of the public may address the city council concerning: an Agenda item, the city's business, or any matter over which the council has control. The address may include the reading of protests, petitions, or communications.

Each person addressing the council shall stand at the podium or take a seat in front of the council, shall give his or her name and address in an audible tone of voice for the records, and unless further time is granted by the council, shall limit his or her address to ~~15~~ 3 minutes. All remarks shall be addressed

to the council as a body and not to any councilmember or other individual. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a councilmember ~~of the council~~, without the permission of the presiding officer.

~~Section. 2-45. — Silence constitutes affirmative vote.~~

~~Unless a member of the council states that he is not voting, his silence shall be recorded as an affirmative vote.~~

Section. 2-46. - Decorum.

(a) By councilmembers. While the council is in session, the councilmembers must preserve order and decorum, and a councilmember shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the council nor disturb any councilmember while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise provided in this section.

(b) By persons. Except as specifically set forth herein, any member of the public making oral comments to the council shall abide by all rules of discussion and decorum applicable to councilmembers. Any person making personal, impertinent, or slanderous remarks or who shall become boisterous while ~~addressing the council~~ attending a meeting shall be ~~barred~~ removed by the presiding officer from ~~further audience before the council~~ the meeting, unless permission to continue is granted by a majority vote of the council.

Section. 2-47. - Enforcement of decorum.

The chief of police, or such members of the police department as ~~he~~ be designated, shall be sergeant-at-arms of the council meetings. ~~He, or they,~~ The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to ~~place~~ remove from the meeting any person who violates the order and decorum of the meeting. ~~under arrest, and cause him to be prosecuted under the provisions of this article, the complaint to be signed by the presiding officer.~~ It shall also be the duty of the sergeant-at-arms to compel absent members of the council to attend any meetings upon instructions from the presiding officer or other members of the council as provided in this ~~section~~ Article.

Section. 2-48. - Special standing committees.

(1) Findings. The city hereby finds that it can best provide for the safety, welfare, health needs and development of the city and make the most effective

use of its powers and provide services and facilities to the community by creating and establishing various committees of city council-members and non-city council-members who shall study, evaluate and recommend to the city council the various services and facilities needed to provide the citizens of the city the most efficient and effective government. To that end, the following standing advisory committees of the city council are established:

a. Airport advisory committee.

1. There is hereby created and established an airport advisory committee (the "airport committee") which shall consist of two city councilmembers, together with ~~three~~ four non-council members, consisting of the city manager or their designee, executive director of administrative services and the airport manager, and two additional non-councilmembers to be appointed by the mayor with the consent and approval by resolution of the city council.

2. Functions and responsibilities of airport committee. The airport committee shall:

i. Study, investigate, develop, assist, advise and recommend to the city council ~~on any and all~~ those matters pertaining to the needs of the airport and the promotion of the airport for both aviation~~al~~ and non-aviation~~al~~ purposes;

ii. Study the needs of and develop plans for the maintenance of all airport facilities including runways;

iii. Coordinate activities at the airport including special events, lease negotiations, landlord-tenant issues, Federal Aviation Administration and Florida Department of Transportation project activities;

iv. Coordinate the development and preparation of five-year work programs, airport master plans, timber management to avoid height obstructions; and

v. Provide city council with recommendations regarding airport master plans, obtain grants, budgeting, staffing, airport improvements, economic development of the airport industrial park and plans to promote the airport.

b. Beautification advisory committee.

1. There is hereby created and established a beautification advisory committee (the "beautification committee") which shall consist of two city

councilmembers, together with such non-council members appointed by the mayor with the consent and approval by resolution of the city council.

2. Functions and responsibilities of the beautification committee.  
The beautification committee shall:

i. Study, investigate, develop, assist, advise and recommend to the city council any and all matters pertaining to beautification, sanitation, environment and citizens' participation relating thereto;

ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city;

~~iii. Participate with and serve as the city's representative on the joint city county beautification committee;~~

~~iii~~ ~~iv~~. Develop plans and make preparations for the annual Florida Arbor Day, National Arbor Day (tree give away program), and for the City to be designated each year as Tree City USA;

iv ~~v~~. Prepare, locate sites, and install and erect appropriate "Welcome to Lake City" signs.

~~v~~ ~~vi~~. Initiate, promote and assist in the implementation of general community beautification.

~~vi~~ ~~vii~~. promote, cooperate with and coordinate the activities of individuals, agencies, organization and groups, public or private, whose plans, activities and programs bear on the appearance of the city.

~~vii~~ ~~viii~~. Prepare both general and specific proposals for improving the appearance of the city. such proposals may include suggested goals and standards for the aesthetic enhancement of the city or any part thereof, including public ways and areas, open spaces, and public and private buildings and projects.

viii ~~ix~~. Participate in appropriate ways in the implementation of such proposals. This participation may including making studies of the visual assets and liabilities of the community, including surveys and inventories of an appropriate nature, with particular attention to the appearance of properties along the major streets and thoroughfares of the city.

~~ix x.~~ Develop and supervise programs of the city and citizens cooperation to protect and upgrade such properties, consisting of, but not limited to contacts and discussions with citizen groups, business groups and individuals to encourage cooperative improvement of the city's appearance.

~~3. The two council members of the beautification committee shall represent the city at the city county joint beautification committee, as it may exist from time to time.~~

c. Community redevelopment advisory committee.

1. There is hereby created and established a community redevelopment advisory committee (herein "CRAC") ~~of the city council,~~ which shall consist of the mayor, and one city council member ("council members"), ~~a member ("county board member") representing the Columbia County Board of County Commissioners (the "county board"), a member ("chamber member") representing the Lake City Columbia County Chamber of Commerce (the "chamber member"), and seven and six non-council members ("non-council public members").~~ The council members and ~~seven~~ six non-council members shall be appointed by the mayor by resolution with the consent and approval of the city council. ~~The county board member shall be a person designated from time to time in writing by the county board and whose designation shall be ratified and confirmed by resolution of the city council. The initial designated chamber member shall serve an initial term ending December 31, 2014. On January 1, 2015, and annually thereafter, the chamber member shall be the duly elected and acting president of the chamber whose name shall be certified to the city and whose designation shall be ratified and confirmed by resolution of the city council.~~ The ~~seven non-council~~ six public members shall be either a resident of the city and/or operate a business in the city (preferably within the CRA area).

2. Functions and responsibilities of the community redevelopment advisory committee. The community redevelopment advisory committee shall:

i. study, investigate, develop, assist, advise and recommend to the city community redevelopment agency ("CRA") in all matters pertaining to the promotion and development of the city's commercial and residential CRA areas through use of tax increment financing ("TIF") funds.

ii. Advise and recommend plans to organizations and groups in the city and promote public interest in the general improvement of the appearance of the city.



iii. Study, develop, and recommend amendments to the CRA plan and for the expenditure and growth of CRA tax increment funds.

iv. Study, investigate, develop and recommend to the CRA various ways to promote the development of the city's downtown and neighborhoods, including, but not limited to, work with the beautification committee to resolve the on-going challenge of landscape maintenance and improvements of the appearance of major intersections in the city.

v. o study and recommend to the CRA amendments to the city codes and ordinances to address vacant and dilapidated housing, commercial buildings and unsightly vacant lots and developing a master list of such identifiable properties.

vi. Review and study of zoning and land use regulations relating to the downtown district and making recommendations to the planning and zoning board for amendments to the zoning regulations which would improve and promote new development in the downtown and CRA area.

vii. Perform periodic review of the community redevelopment plan and when appropriate submit recommendations to the CRA for changes.

viii. Make written recommendations to the CRA on plan implementation, including developing an annual work program, setting project priorities, and developing incentives to further CRA efforts.

ix. Hold public meetings for the purpose of receiving citizen input related to the CRA area and to report such information to the CRA.

x. Evaluate and provide recommendations to the CRA on the expenditure or use of local, state and/or federal funds for redevelopment activities within the CRA area.

d. Utility advisory committee.

1. There is hereby created and established the utility advisory committee (the "utility committee") which shall consist of two city councilmembers, together with non-councilmembers to be appointed by the mayor with the consent and approval by resolution of the city council.

2. Functions and responsibilities of the utility committee. The utility committee shall:

i. Study, investigate, develop, assist, advise and recommend to the city council ~~any and all~~ those matters pertaining to the city utility systems and referred to the utility committee by either the city manager or city council;

ii. Recommend from time to time to the city council action on establishing new kinds of utility services, preserving and expanding existing utility services, on the financial needs of the utility systems, on making any changes in the utility rates and charges and on making any changes in service which may be beneficial to the public;

iii. Initiate and review utility master planning efforts in the areas of water, sewer, natural gas and stormwater projects. Review and recommend approval of projects and requests for extension of water, sewer and gas lines for new development. Provide recommendations regarding major annual maintenance programs, i.e., lift station rehabilitation, leak detection programs, water tank refurbishment, systems enhancements, pilot programs to explore new or innovative operational techniques, utility standards, outside engineering proposals involving engineering services for water, sewer, gas and drainage projects.

iv. Except as otherwise provided for herein or in the City Code, the city council shall take no action with respect to making major improvements to the existing utility systems, extending and providing new developments and subdivisions with utility services, or make any changes in the utility rates and charges, without first receiving from the utility committee its recommendations relating to such changes.

(2) Appointment of advisory committee members. Except as otherwise provided for herein, both city council members and non-council members on each of the respective advisory committees created herein shall be appointed by the mayor with the consent and approval by resolution adopted by the city council. The mayor shall designate the chairperson, who shall be the committee presiding officer, of each of the respective advisory committees. Members of all advisory committees created herein shall serve without compensation.

(3) Mayor ~~to be~~ as ex-officio member of committees. The mayor may serve as an ex-officio member of each committee created in this section.

(4) Role of non-council advisory committee members. The role of the non-council members on each of the advisory committees shall be to act in an advisory

capacity to the councilmembers of each respective advisory committee with staff support, recommendations, suggestions and such data and information relating and pertaining to the functions, responsibilities and duties of the respective advisory committees to assist and help the city council members of the respective advisory committees in reaching prudent decisions and recommendations to city council and to the CRA as to the CRAC. Said members shall be entitled to make motions and vote on all matters coming before the respective advisory committees.

(5) Role of advisory committees. The role of each advisory committee created herein is advisory only and all of the recommendations and decisions of each respective advisory committee must be submitted in writing to the city council, or to the CRA as to the CRAC, for its discussions and considerations at a regular or special meeting and shall be subject to the approval or disapproval of or modification by the city council, or CRA as to the CRAC.

(6) Creation of additional committees. The city council may, from time to time, by resolution, establish and create additional advisory committees of the city council or other citizens' committees. The number of members, the purpose, function and responsibilities of any such additional committees or boards shall be stated in the resolution creating any additional committee. The members of any such additionally created committee shall be appointed by the mayor with the consent and approval by resolution adopted by the city council with one of such members being appointed chairperson thereof by the mayor.

(7) Term. Except as provided for herein, the members of each of the standing advisory committees herein created and established shall be appointed for a term of two years and, subject to being reappointed by the mayor may serve on an advisory committee for one or more consecutive terms. Members reappointed to serve on an advisory committee may be reappointed by the mayor with the consent and approval by resolution of the city council. Vacancies occurring on an advisory committee for reasons other than the expiration of terms shall immediately be reported to the city council. Vacancies shall be filled in the same manner that the original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant. ~~The initial members of each advisory committee shall be appointed for a period terminating September 30, 2013. Thereafter t~~ The term of all members shall be for two years commencing October 1, 2013 of each year.

(8) Committee rules. Each advisory committee herein created and established shall abide by the rules for the city council meetings. Notwithstanding the foregoing, if necessary, a committee may adopt special rules for the transaction of its business, and shall keep minutes of its discussions, findings, and recommendations, all of which shall be open to public inspection. ~~Robert's Rules of Order, newly revised, as amended from time to time shall govern the deliberations of each advisory committee.~~

(9) City attorney. The city attorney shall render each committee legal advice when and as needed.

(10) Committee secretary. The city clerk or their designee shall serve as the secretary to each committee created by the city council, with the duty to:

a. Provide reasonable notice of each meeting of the committee to all members of the committee, members of the city council, city attorney and local news media ~~at least 24 hours~~ (excluding Saturday, Sunday and holidays) prior to the meeting;

b. Record and make, or cause to be made, the minutes of each committee meeting; which shall include the committee discussions, findings, and recommendations, all of which shall be open to public inspection.

c. Within no less than ~~seven~~ five days prior to each meeting furnish copies of the minutes of each preceding committee meeting to all members of the committee, the city manager, city council members and the city attorney.

(11) Committee meetings. Each advisory committee herein created shall hold meetings when and as needed as determined by its respective chairperson, the mayor, or the city manager. The chairperson of each committee shall establish the time and place of any meeting which shall be noticed in writing at least five days prior to the meeting and shall be open to the public and shall comply with and abide by the requirements of the laws of Florida regarding public meetings, ~~, including the provisions and requirements of F.S. chs. 112, 119 and F.S. § 286.~~

(12) Committees advisory to council, or CRA as to the CRAC. Committees herein created and established by the city council shall act only in an advisory capacity to the city council, or the CRA as to the CRAC, and shall have no authority to legally obligate the city or CRA in any way whatsoever. Each committee shall report its recommendations to the city council, or the CRA as to the CRAC, at a regular or special meeting of the city council so that the city council or CRA may determine if the recommendations of the committee should be accepted in whole or part and implemented by formal action of the city council, or CRA as to the CRAC.

Notwithstanding any provision in this section to the contrary, the committee of the whole shall have the right to consider and make recommendations to the city council on any and all matters without first having received recommendations from any of the respective committees.

None of the respective advisory committees shall have the authority to enter into contracts for and on behalf of the city which financially obligates the city or CRA for the expenditure of either CRA or city funds.

Section. 2-49. - Committee of the whole council.

(a) Committee of the whole council. There is hereby created and established the committee of the whole, which shall consist of all councilmembers of the city council. The mayor shall be the chairman of the committee.

(b) Functions and responsibilities of the committee of the whole council. The committee of the whole council shall:

(1) Schedule and conduct workshop meetings to consider any matter pertaining to the functioning of the city, including any of the functions and responsibilities assigned to any of the special committees created in Section 2-48 of this article;

(2) Represent the city and serve on any joint city-county committee composed of the councilmembers of the city council, the Columbia County Board of Commissioners and, when applicable, the Mayor of Fort White.

(c) The mayor, or in his or her absence, the vice mayor, shall preside at all meetings of the committee of the whole and the rules of proceedings of the council shall apply and be observed in all meetings of the committee of the whole as far as such rules may be applicable. The committee of the whole shall meet as often as is necessary to do so in order to carry out the business or matters referred to it by the council. The mayor or any two councilmembers of the council may call a meeting of the committee of the whole upon reasonable 24 hours written notice to all members, the city manager, the city attorney and the city clerk. All meetings shall be open to the public. The city clerk shall serve as the secretary of the committee of the whole.

Section. 2-50. - Councilmembers may file protests against council action.

Any councilmember shall have the right to have the reasons for his or her dissent from, or protest against, any action of the council entered on the minutes.

Section. 2-51. - Ordinances, resolutions, motions and contracts.

(a) Preparation of ordinances. All ordinances shall be ~~prepared~~ reviewed by the city attorney. No ordinance shall be prepared for presentation to the council unless ordered by a majority vote of the council, or requested in writing by the mayor or the City Manager, or prepared by the city attorney on his or her own initiative.

(b) Approval by city attorney. All ordinances, resolutions and contract documents shall, before presentation to the council, have been approved as to form and legality by the city attorney.

(c) Introduction for passage or approval. Introduction for passage of ordinances, motions and contracts shall be as follows:

(1) Ordinances, resolutions, and other matters or subjects requiring action by the council must be introduced and sponsored by a councilmember of the council, or the city attorney may present ordinances, resolutions, and other matters or subjects to the council, and any councilmember may assume sponsorship thereof by moving that such ordinances, resolutions, matters or subjects be adopted; otherwise, they shall not be considered.

(2) Every proposed ordinance or resolution shall be introduced in written or printed form and shall not contain more than one subject and matters properly connected therewith. The subject shall be clearly stated in the title.

(3) Except as provided in F.S. § 166.041(3)(c), a proposed ordinance may be read by title, or in full, on at least two separate days and shall, at least ten days prior to adoption, be noticed once in a newspaper of general circulation in the city.

(4) The city council may, by a two-thirds vote, enact an emergency ordinance without complying with the requirements of subsection (c)(3) of this section. However, no emergency ordinance or resolution shall be enacted which establishes or amends the actual zoning map designation of a parcel of land or that changes the actual list of permitted, conditional, or prohibited uses within a zoning category.

(5) All ordinances or resolutions passed by the council shall become effective ten days after passage or as otherwise provided therein.

(6) The enacting clause of all ordinances shall be "be it enacted by the people of the City of Lake City, Florida." The affirmative vote of a majority of councilmembers present shall be necessary to adopt any ordinance or resolution, and the passage of all ordinances and resolutions shall be taken by yeas and nays and be entered upon the minutes.

Section. 2-52. - Adjournment.

A motion to adjourn shall always be in order and decided without debate.

**Section 3.** Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**Section 4.** Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

**Section 5.** Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

**Section 6.** This ordinance shall take effect immediately upon its adoption.

**PASSED** upon first reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**File Attachments for Item:**

9. City Council Ordinance No. 2021-2182 - (final reading) An ordinance of the City Council of the City of Lake City, Florida, amending the Code of the City of Lake City, Florida by adding Section 2-184, to provide for the procurement of design-build contracts; providing for severability; providing for conflicts; providing for codification; providing an effective date.

Passed on first reading 02/16/2021



**CITY COUNCIL ORDINANCE NO. 2021-2182**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA BY ADDING SECTION 2-184, TO PROVIDE FOR THE PROCUREMENT OF DESIGN-BUILD CONTRACTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the “City”) has adopted a Code related to procurement to provide efficient, fiscally responsible, centralized purchasing in support of municipal services needed by the City, and to ensure competitive bidding for supplies and contractual services in order to obtain the best price for such supplies and contractual services; and

**WHEREAS**, it is the intent of the City Council to establish a uniform procedure in compliance with state law to permit the use of a design-build approach for the construction of capital improvement projects; and

**WHEREAS**, the City is authorized by § 287.055, Florida Statutes, to adopt an ordinance governing the award of design-build contracts; and

**WHEREAS**, the City Council finds that the addition of section 2-184, titled “Design-Build Contracts” to the City Code would be in the best interests of the City.

**NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and adopted and are hereby made a part of this ordinance.

**Section 2.** That the Code of the City of Lake City, Florida, is hereby amended by adding a section 2-184, which section shall be titled “Design-Build Contracts” and shall read as follows:

## **Sec. 2-184. – Design-Build Contracts.**

- (a) *Short title.* This section shall be known and may be cited as the "Design-Build Contract Section."
- (b) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
  - (1) *Design-build contract* means a single contract with a design-build firm for the design and construction of a public construction project.
  - (2) *Design-build firm* means a partnership, corporation, or other legal entity which:
    - a. Is certified under F.S. § 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
    - b. Is certified under F.S. § 471.023 to practice or to offer to practice engineering; certified under F.S. § 481.219 to practice or to offer to practice architecture; or certified under F.S. § 481.319 to practice or to offer to practice landscape architecture.
  - (3) *Design criteria package* means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to the city's request for proposal, or to permit the city to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements, as may be applicable to the project.
  - (4) *Design criteria professional* means a firm who holds a current certificate of registration under F.S. ch. 481 to practice architecture or landscape architecture or a firm who holds a

current certificate as a registered engineer under F.S. ch. 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(c) Design criteria requirements.

(1) *Design criteria package.*

- a. All design-build projects, except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, shall utilize a design criteria package for the design and construction of the public construction project in order to define the project parameters which are to be used to evaluate and govern the proposal. This design criteria package shall consist of concise performance-oriented drawings or specifications, or both, of the project. The criteria shall include the requirements set forth in this subsection
- b. The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the city.

(2) *Design criteria professional.*

- a. Acceptable entities who may act as the design criteria professional include, but are not limited to:
  - b. Licensed professional engineers, architects and landscape architects employed by the city.
  - c. A licensed engineering, architectural, or landscape architectural firm providing management services to the city so long as such firm was selected by the city pursuant to F.S. § 287.055.
  - d. Engineering, architectural, and landscape architectural firms selected by the city, pursuant to F.S. § 287.055, to be the design criteria professional.
- (3) A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build criteria package.
- (4) The city manager, or designee, shall consult with the design criteria professional concerning its duties which include, but are not limited to:
- a. Preparation and sealing of the design criteria package;

- b. Evaluation of the responses or bids submitted by the design-build firms prior to selection by the city council;
- c. Supervision or approval of the city of the detailed working drawings of the projects; and
- d. Evaluation of the compliance of the project construction with the design criteria package prepared by the design criteria professional.

(d) Selection procedures.

- (1) *Public announcement.* The city shall publicly advertise in a uniform and consistent manner on each occasion when design-build services are required except in cases of public emergencies as declared by the city council. The advertisement shall include a general description of the project and shall indicate how, and the time within which, interested design-build firms may apply for consideration.
- (2) *Legal qualification.* Any firm or individual desiring to provide design-build services to the city must first be determined legally qualified. To be legally qualified:
  - a. Firms must be properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent;
  - b. Firms must be properly certified to practice or to offer to practice engineering, architecture, or landscape architecture; and
  - c. The firm shall be duly qualified to perform its proposed service under any other applicable law.
- (3) *Selection committee.* A selection committee appointed by the city manager and including the city manager, or designee, shall be used to evaluate and rank the design-build firms and their responses for recommendation to the city council.
- (4) *Solicitation.* The city manager or the city manager's designee shall develop a request for proposals (RFP) to solicit proposals from interested, qualified design-build firms. Except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, the RFP shall contain as a minimum the following:
  - a. The design criteria package defined in this section.
  - b. The criteria, procedures, and standards for the evaluation of design-build contract proposals, based on

price, technical and design aspects of the public construction project, weighted for the subject.

- c. Requirements for determining qualifications of firms proposing, such as license, list of subcontractors, architect and engineer, and references.
- d. Terms and conditions of proposed agreement.
- e. Other items as required by procedures, laws, ordinances, or prevailing circumstances.

(5) *Selection.*

- a. All information required by the RFP shall be submitted in a sealed envelope. Except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, all proposed designs and price proposals shall be submitted in a separate sealed envelope submitted with the RFP which will be opened and considered by the selection committee for shortlisted firms only.
- b. The selection committee shall review all proposals (except the proposed designs and price proposals) and shall shortlist to no less than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof. In evaluating the proposals and preparing the shortlist, the committee shall consult with the design criteria professional concerning the evaluation of the responses submitted by the design-build firms. Once the committee has shortlisted, except as otherwise provided in F.S. § 287.055(9)(c), with the use of a qualifications-based selection process, the committee shall open the separate envelopes containing the proposed design solutions and the price submitted by the shortlisted firms. The committee shall then rank the shortlisted firms based upon the evaluation criteria and procedures set forth within the request for proposal. The committee may, if necessary, require verbal presentations from all firms in order that the qualifications and/or proposals may be clarified.
- c. After the committee has ranked the shortlisted firms based upon the award criteria set forth within the request for proposal, the ranking shall be presented to the city council which may approve, disapprove or request modifications to the recommended rankings be

brought back at a subsequent meeting. Following the ranking by the city council, the committee shall attempt to negotiate a contract within the parameters of the design criteria package or the results of the qualifications-based selection process and in accordance with city council ranking.

(6) *Contract.*

- a. The committee shall negotiate a design-build contract at a price which the committee determines is fair, competitive and reasonable. Should the committee be unable to negotiate a satisfactory contract with the first ranked firm, then the committee shall formally terminate negotiations with such firm. The committee shall then undertake negotiations with the second ranked firm and shall continue this process until a satisfactory contract is negotiated.
- b. The contract negotiated by the committee shall be subject to the approval of the city council.

(7) *Public emergencies.* If a public emergency is declared by the city council, a negotiating committee may be formed by the city manager, subject to the approval of the city council, and authorized to negotiate with the best qualified design-build firm available at that time for the design and construction of a capital project. To the extent practical, the negotiating committee shall solicit letters of interest in order to determine the best qualified design-build firm available at the time. The contract negotiated by such committee shall be subject to the approval of the city council.

**Section 3.** Severability. It is the declared intent of the City Council of the City of Lake City that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance, and the remainder of this ordinance after the exclusion of such part or parts shall be deemed to be valid.

**Section 4.** Conflict. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

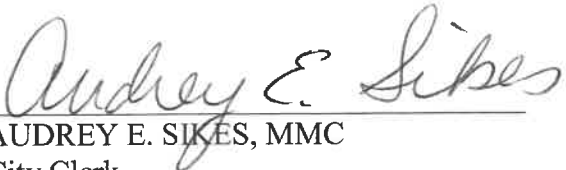


**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk



**File Attachments for Item:**

10. City Council Ordinance No. 2021-2183 - (final reading) An ordinance of the City of Lake City, Florida, relating to unlawful activity within public roads and rights-of-way; amending Chapter 98 of the City of Lake City Code to further prohibit activities that interfere with public safety and the primary purpose of public roads and rights-of-way; providing for severability; providing for conflicts; providing for codification; and providing for an effective date.

Passed on first reading 02/16/2021

## **ORDINANCE NO. 2021-2183**

**AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO UNLAWFUL ACTIVITY WITHIN PUBLIC ROADS AND RIGHTS-OF-WAY; AMENDING CHAPTER 98 OF THE CITY OF LAKE CITY CODE TO FURTHER PROHIBIT ACTIVITIES THAT INTERFERE WITH PUBLIC SAFETY AND THE PRIMARY PURPOSE OF PUBLIC ROADS AND RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City Code is empowered to enact ordinances to address the City's legitimate and significant interest in providing and promoting safe means of travel and use of the public roads and rights-of-way in the City; and

**WHEREAS**, the Florida Department of Transportation determined the City of Lake City ranked number one in the State of Florida out of 101 Group II Cities, for pedestrian or bicycle accidents with serious injuries and fatalities between the years of 2013 and 2017; and

**WHEREAS**, the City of Lake City Police Department conducted a study of vehicle accidents involving pedestrians from 2015 to present within the City, to determine which roadways accounted for the greatest number of vehicles involved in pedestrian accidents (hereinafter the "Safety Study"); and

**WHEREAS**, the Safety Study determined roadways which may not have documented vehicle-pedestrian accidents in recent years, but which have similar traffic flow and configuration to roadways with documented vehicle-pedestrian accidents, should also be considered to have a high risk of future vehicle-pedestrian accidents; and

**WHEREAS**, the City has a significant governmental interest in providing and promoting the health, safety and general welfare of the public by reducing distractions to motorists and unsafe pedestrian movement within or near travel lanes of high risk roadways and intersections; and

**WHEREAS**, traffic safety studies and other information reveal there are certain high risks to pedestrians on and near arterial roads in the City of Lake City. Arterial roads generally are among the most heavily trafficked roads in the City, have multiple travel lanes in each direction, do not have shoulders, do not have right side parking lanes, have curbs adjacent to the right exterior lane of travel, are populated with commercial businesses and advertisements that may distract vehicle operators; and have intersections with and without specific turn lanes, all of which require heightened operator attention and pose a high risk for pedestrians on such roadways if operators are distracted, and

**WHEREAS**, in addition to the high risks to pedestrians on arterial roads, there are high traffic volume cross streets to the arterial roads which generally: are controlled by a traffic control device (traffic lights), are among the most heavily trafficked intersections in Lake City, have one or more pedestrian crosswalks, do not have shoulders, do not have right lane parking lanes, have curbs adjacent to the right exterior lane of travel, are populated with commercial businesses and advertisements that may distract vehicle operators; and have one or more specific turn lanes, all of which require heightened operator attention and pose a high risk for pedestrians on such intersections if operators are distracted, and

**WHEREAS**, generally, the sidewalks along arterial roads have grass buffers separating the pedestrian and motor vehicle traffic; the medians on the arterial roadways in the City are designed for traffic separation and not for pedestrian use; pedestrians who cross the grass buffers or occupy the medians unduly distract drivers and place the occupants of motor vehicles and pedestrians in jeopardy, and

**WHEREAS**, the existence of sidewalks alongside arterial roads precludes any necessity for pedestrians to use the travel portion of said roads, and

**WHEREAS**, the unexpected presence of pedestrians near a motor vehicle within the traveled portion of the arterial roads and high volume cross streets increases the risk of collisions; regardless of whether the motor vehicle is in motion or stopped at a traffic signal; and

**WHEREAS**, pedestrians remaining on or within any portion of a roadway classified as arterial roads and high volume cross streets, including median areas, for purposes other than lawfully crossing the road in a crosswalk, increase the risk of collision between vehicles and pedestrians; and

**WHEREAS**, person-to-vehicle or vehicle-to-person interactions on high risk roads are inherently dangerous and are unwarranted distractions to motor vehicle operators; and

**WHEREAS**, the City wishes to amend Chapter 62 of the City of Lake City Code of Ordinances to address these concerns related to pedestrian-vehicle interactions; and

**WHEREAS**, this Ordinance is enacted pursuant to the home rule power of the City specifically and pursuant to Article VIII, Section 2, Florida Constitution, and Section 316.008(1), Florida Statutes, which authorizes the City to regulate the movement of motor vehicles and pedestrians on roads located within the City of Lake City; and

**WHEREAS**, the City Council of Lake City finds that the provisions of this Ordinance are in the best interests of the health, safety and welfare of the citizens and others within Lake City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:**

**Section 1.** Findings of Fact. The foregoing recital clauses are hereby adopted as findings of fact.

**Section 2.** Amended Code Language. Chapter 98 of the City of Lake City Code of Ordinances shall be amended by adding a new Article V which shall read as follows:

Article V – Prohibited activities that interfere with public safety and the primary purpose of high use public roads.

Section 98.70 - Area of applicability. This Article shall be applicable to and govern the public roads and the rights-of-way within the City of Lake City, Florida as set forth herein.

Section 98.71 – Definitions. When used in this Section, the following words or phrases have the following meanings:

- (a) *City* means the City of Lake City, Florida.
- (b) *Arterial Road* means the following roads within the *City*:
  - (1) U.S. Highway 90, a.k.a. SR 10 and Duval Street
  - (2) U.S. Highway 41, a.k.a. SR 25 and Main Boulevard (that portion South of the intersection with S.R. 100)
  - (3) U.S. Highway 441, a.k.a. SR 25a and Marion Avenue (that portion South of the intersection with S.R. 100)
  - (4) S.R. 10a, a.k.a. Baya Drive

*Arterial Road* includes any *medians* in such roadways.

- (c) *High Risk Intersection* means any intersection on an *Arterial Road* which is controlled by traffic control devices (traffic signals). The *High Risk Intersection* shall extend outward along the intersecting road for a distance of two hundred (200) yards from the *Travel Portion* of the *Arterial Road*.

*High Risk Intersection* includes any *Medians* in such intersection.

- (d) *Median* means the area dividing a public road that separates lanes of traffic traveling in opposite directions or that controls or directs vehicular movements; it includes traffic islands. A *Median* area may be paved, unpaved, curbed, or painted.
- (e) *Motor Vehicle* shall have the same meaning as in Chapter 316, Florida Statutes.
- (f) *Pedestrian* shall have the same meaning as in Chapter 316, Florida Statutes.
- (g) *Travel Portion* means any portion of an *Arterial Road* or a *High Risk Intersection Road* that is normally used by moving motor vehicles.

Section 98.72 - Prohibitions. Except for First Responders in the course of official duties, persons rendering aid to accident victims, authorized highway repair or maintenance personnel, or other use authorized by the City Manager:

- (a) No *Pedestrian* shall occupy any travel portion of any *Arterial Road* or *High Risk Intersection Road* except in a designated crosswalk.
- (b) No *Pedestrian* shall have any interaction with an operator or occupant of a *Motor Vehicle* on the *Travel Portion* of an *Arterial Road* or in a *High Risk Intersection Road* including, but not limited to, handing or delivering any object to an operator or occupant of a *Motor Vehicle* or receiving any object from an operator or occupant of a *Motor Vehicle*.
- (c) No operator or occupant of any *Motor Vehicle* on the *Travel Portion* of an *Arterial Road* or in a *High Risk Intersection Road* shall have any interaction with any *Pedestrian* including, but not limited to, handing or delivering any object to a *Pedestrian* or receiving any object from a *Pedestrian*.

Section 98.73 - Penalties. A first or second violation of this Article shall be deemed a noncriminal infraction and disposed of in the manner provided for noncriminal infractions as set forth below.

- (d) The penalty for the first violation shall be a civil penalty of \$25.00 paid in accordance with Section 98-62(b) of this Code.
- (a) The penalty for the second violation shall be a civil penalty of \$50.00 paid in accordance with Section 98-62(b) of this Code.
- (e) Appeals shall be as set forth in Section 98-63 of this Code.

- (f) The penalty for the third and any subsequent violation shall be a misdemeanor of the second-degree punishable in accordance with Florida Statutes.

**Section 3.** Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of the Ordinance are declared severable.

**Section 4.** Conflicts. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

**Section 5.** Codification. It is the intention of the City Council of the City of Lake, City, Florida, that the provisions of this ordinance shall become and be made part of the Code of the City of Lake City, Florida.

**Section 6.** Effective date. This Ordinance shall become effective upon adoption.

**PASSED** upon first reading on the      day of                      2021.

**NOTICE PUBLISHED** on the      day of                      2021.

**PASSED AND ADOPTED** upon final reading on the      day of  
2021.

**CITY OF LAKE CITY, FLORIDA**

By:  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By:  
Audrey E. Sikes, City Clerk

By:  
Frederick L. Koberlein, Jr.,  
City Attorney

**Record of Vote on First Reading**

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	_____	_____	_____
Chris Greene, Council Member	<u>✓</u>	_____	_____	_____
Jake Hill, Jr., Council Member	<u>✓</u>	_____	_____	_____
Eugene Jefferson, Council Member	<u>✓</u>	_____	_____	_____
Todd Sampson, Council Member	<u>✓</u>	_____	_____	_____

**Certification**

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

  
\_\_\_\_\_  
AUDREY E. SIKES, MMC  
City Clerk

**File Attachments for Item:**

11. City Council Ordinance No. 2121-2181 - (first reading) An ordinance of the City of Lake City, Florida, amending the text of the City of Lake City Land Development Regulations, as amended, pursuant to an application, LDR 21-01, by the City Council, providing for amending Section 10.11 entitled approval of changes to landmarks and landmark sites by adding three categories of projects, routine maintenance, minor work and major work, for the purpose of determining if approval is required by the Land Development Administrator or the historic Preservation Agency and by adding design guidelines; providing severability; repealing all ordinances in conflict; and providing an effective date.

**Adopt City Council Ordinance No. 2021-2181 (first reading)**



ORDINANCE NO. 2021-2181

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE TEXT OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT TO AN APPLICATION, LDR 21-01, BY THE CITY COUNCIL, PROVIDING FOR AMENDING SECTION 10.11 ENTITLED APPROVAL OF CHANGES TO LANDMARKS AND LANDMARK SITES BY ADDING THREE CATEGORIES OF PROJECTS, ROUTINE MAINTENANCE, MINOR WORK AND MAJOR WORK, FOR THE PURPOSE OF DETERMINING IF APPROVAL IS REQUIRED BY THE LAND DEVELOPMENT ADMINISTRATOR OR THE HISTORIC PRESERVATION AGENCY AND BY ADDING DESIGN GUIDELINES; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the City;

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, hereinafter referred to as the Planning and Zoning Board, has been designated as the Local Planning Agency of the City of Lake City, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Planning and Zoning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning and Zoning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Planning and Zoning Board, serving also as the Local Planning Agency, of said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that a need and justification exists for the approval of said application for an amendment, as described below;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, is consistent with the purposes and objectives of the comprehensive planning program and the Comprehensive Plan;

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, will further the purposes of the Land Development Regulations and other ordinances, regulations and actions designed to implement the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, LDR 21-01, by the City Council, to amend the text of the Land Development Regulations, Section 10.11 entitled Approval of Changes to Landmarks and Landmark Sites, is hereby amended to read, as follows:

## SECTION 10.11 APPROVAL OF CHANGES TO LANDMARKS AND LANDMARK SITES

### 10.11.1 Description of Projects

Changes made to a property within the two (2) National Historic Districts, or other individually listed Historic Properties, and the viewshed falls into one of the following three (3) categories. The nature of the work will determine whether the change requires Land Development Administrator or Historic Preservation Agency approval. Not every project requires a property owner to obtain a Certificate of Appropriateness. There are three (3) basic levels of projects:

1. Routine maintenance;
2. Minor work; and
3. Major work.

### 10.11.2 Design Guidelines

1. Land Development Regulations, Article Ten Historic Sites and Structures Preservation Regulations, Section 10-11 Approval of Changes to Landmarks and Landmark Sites;
2. U. S. Department of Interior - The Secretary of Interior's Standard for Rehabilitation and Guidelines for Rehabilitating Historic Buildings;
3. Florida Building Code - Existing Buildings, Chapter 12 Historic Buildings; and
4. National Fire Protection Association, National Fire Protection Association 914 Code for Fire Protection of Historic Structures.

10.11.3 Routine Maintenance may require the issuance of a Certificate of Appropriateness by the Land Development Administrator or the Historic Preservation Agency. A National Historic District, or Individually listed Historic Property, a Certificate of Appropriateness application is required to be completed and filed with the Growth Management Department. It is encouraged for the property owner to contact the Growth Management Department to confirm that the project is consistent with routine maintenance standards. At discretion of the Land Development Administrator, an application for routine maintenance may be forwarded to the Historic Preservation Agency if the work is questionable as to whether it is consistent with the Design Guidelines.

Minor Work projects are reviewed by the Land Development Administrator. If the Land Development Administrator approves the application, the Certificate of Appropriateness may be issued; a placard must be displayed on site during the course of the work. If the Land Development Administrator does not approve the application or if the work is questionable, as to whether it is consistent with the Design Guidelines, then the application will be heard at the next Historic Preservation Agency meeting as a regular agenda item. At discretion of the Land Development Administrator, an application for minor work may be forwarded to the Historic Preservation Agency.

Major Work projects shall be reviewed by the Historic Preservation Agency and, if approved, will be issued a Certificate of Appropriateness. All other regulations of the City and the State of Florida shall apply. In order to obtain a Certificate of Appropriateness for major work, an application must be properly completed and filed with the Growth Management Department.

### 10.11.4 Routine Maintenance

Routine maintenance may require a Certificate of Appropriateness. Property owners are required to complete and file with the Growth Management Department, a Certificate of Appropriateness application before making any exterior changes to structure(s) within the National Historic Districts, or individually listed properties.

Routine maintenance items are types of exterior work that keep a property in good condition. Such projects include any repair where no change is made to the appearance of the structure or site. Repair of features or conditions as soon as they become apparent can prevent severe deterioration and loss of original character and material. It is highly encouraged that property owners conduct routine inspections of a property and take preventative steps to alleviate the necessity of more intense and larger repairs, rehabilitations or restorations. Routine Maintenance of a property usually does not require approval from the Historic Preservation Agency or the Land Development Administrator unless it will change the exterior appearance, but property owners must contact the Growth Management Department before starting a maintenance project to ensure that no Certificate of Appropriateness or permit will be required.

Routine maintenance includes, but is not limited to the following:

1. Caulking and weather stripping;
2. Repairs to existing wood or cast iron fences as long as the repair matches the original in location, material, size, shape, and color;
3. Repairs to walks, patios, fences and driveways as long as replacement materials match the original or existing materials in detail and color;
4. Replacement of existing residential shutters and awnings as long as replacement materials match the original or existing materials in detail and color;
5. Replacement of small amounts (no greater than thirty-two (32) square feet) of missing or deteriorated siding, trim, porch flooring, steps, etc., as long as the replacement matches the original or existing materials in location, design, size, shape, texture, and material, and provided such work does not damage or eliminate prominent architectural features. For siding and porch flooring, approximately ten (10) square feet or less will be considered Routine Maintenance;
6. Repair of asphalt, fiberglass or composite roof coverings with a material of similar texture and general appearance (thirty-two (32) square feet or less);
7. Repair of wood, slate, tile, or metal roof coverings where there is no change in design, dimension, detail, color, texture, and materials (thirty-two (32) square feet or less);
8. Repair of existing stone, brick, or stucco walls as long as the repair matches the original in material, size, shape, and color (repair is replacing a stone or brick and repointing);
9. Repointing and other masonry repairs when the color and composition of the mortar matches the original and new brick or stone matches the original as closely as possible;
10. Replacement of or the in-kind repair of existing gutters and downspouts;
11. Installation of window air-conditioners on the side and rear of the building (not seen from the main street);
12. Temporary placement of signs, such as real estate and political.
13. Installation of address numbers and mailboxes that are compatible with the neighborhood;
14. Repair of existing street and/or yard lighting;
15. Replacement of foundation vents on the side and rear of the building and replacement of foundation wall access doors;
16. Repair to walks, driveways, patios and decks, as long as the repair matches the original in location, material, size, shape, color and texture;

17. The general display of merchandise along business fronts;
18. Installation of life safety equipment (i.e. Automated External Defibrillators and fire extinguishers) or items for special events (i.e. tents, displays and storage pods) that is compatible with the historic district, or individually listed historic property; and
19. Removal of existing fencing;

#### 10.11.5 Minor Work

Minor work projects require an application and issuance of a Certificate of Appropriateness. Minor work projects may be approved by the Land Development Administrator if the proposed work is consistent with the Design Guidelines. The Land Development Administrator may meet with the property owner on site if necessary to determine if the proposed work is major or minor. If the proposed work is determined to be minor, a Certificate of Appropriateness shall be issued. If the Land Development Administrator does not approve the proposed work, an application for Certificate of Appropriateness shall be presented to the Historic Preservation Agency for review. Minor work projects are not considered to have a material effect on neighboring properties and therefore the City does not require that the adjacent property owners be notified.

The Land Development Administrator will brief the Historic Preservation Agency each month on Certificates of Appropriateness issued for minor works during the previous month on the Consent Agenda. The Land Development Administrator has the discretion to refer any routine maintenance or minor work project to the Historic Preservation Agency for any reason. The Land Development Administrator does not have the authority to deny a Certificate of Appropriateness or approve an after the fact Certificate of Appropriateness.

Minor work projects do not substantially alter the visual character of the structure or site. Minor work projects may include, but are not limited to the following:

1. Replacement of broken or damaged glass, as long as the replacement matches the original;
2. Installation of gutters and downspouts as long as the color matches the house trim color;
3. Installation of new mechanical and utility equipment including but not limited to, heating and air conditioning units that are screened from view with shrubbery or appropriate fencing that meet or exceed screening requirements;
4. Light fixtures affixed to a structure that are in keeping with the neighborhood and in compliance with the Design Guidelines;
5. Removal of siding covering original material;
6. Total removal of asbestos (which must have an asbestos report submitted to the Growth Management Department), asphalt, or other artificial siding when the original siding beneath is to be repaired and repainted or stained;
7. New walks and driveways with materials compatible with era and neighborhood;
8. Construction or repair of fences and walls located in the side or rear yard that meet the era and neighborhood;
9. Repair of fences and walls located in the front yard that meet the Design Guidelines;
10. Addition of decks and patios on rear facing façade;
11. Construction of an arbor, water feature (not including pools), pergola and/or trellis in the rear yard that is not visible from the street;
12. Temporary and permanent signage that meets standards of the Design Guidelines;

13. Screening in of an existing porch that is not visible from the street;
14. Resurfacing buildings with material that is compatible or similar to the original siding;
15. Resurface porch with a material that is compatible or similar to the original or existing flooring in design and appearance;
16. Removal of deteriorated accessory buildings, which are not original to the site or otherwise historically significant;
17. Construction of small utility buildings, playhouses or playground equipment (or other minor construction) that are inconspicuously located in the rear yard (or not easily visible from a primary right-of-way);
18. Installation of skylights or solar panels which are flush mounted and inconspicuously located on non-primary façades;
19. Replacement of exterior stairs, landings and steps, when there is no change to the original design;
20. Replacement of doors and windows compatible to the style, material, size, and color;
21. Replacement of missing details, including missing or deteriorated siding and trim, porch floors, ceilings, columns and balustrade or other architectural details, with new materials that are identical to the original details;
22. New roof coverings or replacement roofing that is consistent with the era and neighborhood;
23. All installation of metal roofs consistent with the era and neighborhoods;
24. Painting in-kind of exterior of structure. All paint colors shall be consistent with the era and neighborhood;

#### 10.11.6 Major Work

Major work projects require an application and issuance of a Certificate of Appropriateness by the Historic Preservation Agency. In general, these projects involve a change in the appearance of a building or site, and are more substantial in nature than routine maintenance or minor work projects. They include changes from the original design or material, or replacement, alteration or removal of an original feature. Major work requires that all property owners within three hundred (300) feet be notified by certified mail by the applicant and proof of the receipt of these notices be submitted as part of the application.

Major works include, but are not limited to, the following:

1. New residential or commercial construction;
2. Additions (including decks visible from the right-of-way);
3. Removal or demolition of any structural part of a building except as authorized under minor works;
4. New residential accessory structures;
5. Moving of buildings, including accessory structures;
6. Changes to roof lines;
7. Resurfacing buildings with material(s) not compatible or similar to the original material;

8. New shutters and awnings;
9. New roof coverings or replacement roofing that is not consistent with the era or neighborhood;
10. All installation of metal roofs not consistent with the era or neighborhood;
11. Replacement or new installation of windows and doors that is not compatible with the existing or original window(s) and/or door(s);
12. Replacement of architectural details when there will be a change in design or materials from the original or existing details;
13. Installation of a permanent or temporary handicapped ramp and exterior fire exits;
14. New parking areas;
15. Construction of fences or walls in front yard;
16. Removal of healthy tree(s) in the yard(s) along the street front on private property that is greater than four (4) inches Diameter at Breast Height;
17. Installation of long-term (one- year or greater) or potentially long-term structures or features that may not be permanently affixed (i.e. modular units);
18. Discovery of any archaeological resource on the site; and
19. Minor work items not approved by the Land Development Administrator.

Whether the work is routine maintenance, minor work or major work, permits from the Building Official shall be required regardless if a Certificate of Appropriateness is required or not.

- 10.11.7 Certificate of Appropriateness. No person may undertake the following actions affecting a designated landmark or landmark site without first obtaining a Certificate of Appropriateness from either the Land Development Administrator or Historic Preservation Agency:
1. Alteration of an archeological site or the exterior part or premises of a building or a structure;
  2. New construction;
  3. Demolition; or
  4. Relocation.

- 10.11.8 Review of New Construction and Alterations. Review of new construction and alterations to designated buildings and structures shall be limited to exterior changes visible to the public. The Land Development Regulation Administrator is authorized to issue a Stop Work Order on any alteration, new construction, demolition or relocation undertaken on a designated landmark or a designated landmark site without a Certificate of Appropriateness,

Ordinary repairs and maintenance otherwise permitted by law may be undertaken on a designated landmark or a designated landmark site without a Certificate of Appropriateness provided this work does not alter the exterior appearance of the building, structure, or archeological site, or alter elements significant to its architectural or historic integrity.

A Certificate of Appropriateness for alteration, new construction, demolition, or relocation pursuant to the provisions of this Article is not effective for a period of fifteen (15) days subsequent to the Land Development Administrator's decision or Historic Preservation Agency's decision, as applicable. If during that fifteen (15) day period an appeal is made to the City Council, the decision of the Land Development Administrator or the decision of the Historic Preservation Agency, as applicable, is automatically stayed pending City Council review.

A Certificate of Appropriateness is in addition to any other building permits required by law. The issuance of a Certificate of Appropriateness does not relieve the property owner of the duty to comply with other state and local laws and regulations.

In order to be issued a Certificate of Appropriateness, a property owner must also comply with the following standards.

1. The property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of the property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the property shall be avoided.
3. The property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other building, shall not be undertaken.
4. As most properties change over time, these changes to the property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes and construction techniques or examples of craftsmanship that characterize the historic property shall be preserved.
6. Where possible deteriorated historic features to be rehabilitated shall be repaired rather than replaced. Where the severity of deterioration required replacement of a distinctive feature, the new feature shall match the old in design, color, texture and other visual qualities and where possible, materials.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structure, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

10.11.9 Application Procedure for Certificate of Appropriateness. Each application for a Certificate of Appropriateness shall be accompanied by the required fee. The Land Development Regulation Administrator shall forward to the Historic Preservation Agency each application for a permit that authorizes an alteration, new construction, demolition or relocation affecting a landmark or a designated landmark site. The applicant shall complete an application form provided by the Land Development Regulation Administrator and submit the following:

1. Drawings of the proposed work;
2. Photographs of existing buildings or structures and adjacent properties; and
3. Information about the building materials to be used.

The Land Development Regulation Administrator determines when an application is complete and may require additional information when such application is determined to be incomplete.

10.11.10 Public Hearings for Certificates of Appropriateness. The Historic Preservation Agency shall hold a public hearing on each major work application for a Certificate of Appropriateness in accordance with Section 13. The Historic Preservation Agency shall approve, approve with conditions, or disapprove each application based on the criteria contained in this section.

In approving or in denying application for a Certificate of Appropriateness for alterations, new construction, demolition, or relocation, the Historic Preservation Agency shall examine the following general issues:

1. The effect of the proposed work on the landmark or property;
2. The relationship between such work and other structures on the site;
3. The extent to which the historic, architectural or archeological significance, architectural style, design, arrangement, texture, materials, and color of the landmark or the property will be affected;
4. Whether or not denial of a Certificate of Appropriateness would deprive the property owner of reasonable beneficial use of his or her property; and
5. Whether the plans may be reasonably carried out by the applicant.

No Certificate of Appropriateness for demolition shall be issued by the Historic Preservation Agency until the applicant has demonstrated that no feasible alternative to demolition can be found. The Historic Preservation Agency may ask interested individuals and organizations for assistance in seeking an alternative to demolition and shall study the question of economic hardship for the applicant and determine whether the landmark can be put to reasonable beneficial use without approval of the demolition application. In the case of an income-producing building, the Historic Preservation Agency shall also determine whether the applicant can obtain a reasonable return from the existing building. The Historic Preservation Agency may ask an applicant for additional information including, but not limited to, evidence that the plans for a new building on the site will be implemented. If the applicant fails to establish the lack of a reasonable beneficial use or the lack of a reasonable return, the Historic Preservation Agency shall deny the demolition application.

The Historic Preservation Agency may grant a Certificate of Appropriateness for demolition even though the designated landmark or landmark site has reasonable beneficial use if:

1. The Historic Preservation Agency determines that the property no longer contributes to a historic district or no longer has significance as a historic, architectural or archeological landmark; and
2. The Historic Preservation Agency determines that the demolition of the designated property is required by a community redevelopment plan or the City's Comprehensive Plan.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This ordinance shall become effective upon adoption.



Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161, through 163.3215, Florida Statutes, as amended.

PASSED upon first reading this 1st day of March 2021.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

Attest:

CITY COUNCIL  
CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Audrey Sikes, City Clerk

\_\_\_\_\_  
Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Frederick L. Koberlein Jr., City Attorney

**File Attachments for Item:**

12. City Council Ordinance No. 2021-2185 (first reading) - An ordinance of the City Council of the City of Lake City, Florida, amending Section 102-111 of the City Code of ordinances; providing for amendments to the utility area or zone within which the connection to certain city utilities may be required; providing for severability; providing for the repeal of conflicts; providing for codification; and providing an effective date.

**Adopt City Council Ordinance No. 2021-2185 (first reading)**

## ORDINANCE 2021-2185

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING SECTION 102-111 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR AMENDMENTS TO THE UTILITY AREA OR ZONE WITHIN WHICH THE CONNECTION TO CERTAIN CITY UTILITIES MAY BE REQUIRED; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), in compliance with section 180.02, Florida Statutes, has previously created an area or zone in which connection to any city sewer system constructed therein may be required (hereinafter the “utility zone”); and

**WHEREAS**, the utility zone was created to encompass a five-mile radius from the intersection of the centerlines of U.S. Highway 90 (Duval Street) and U.S. Highway 441 (Marion Avenue); and

**WHEREAS**, the city administration has recommended that the utility zone be enlarged to encompass all that land located within an area extending up to five (5) miles from the corporate limits of the city; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to enlarge the utility zone as recommended by the city administration and permitted pursuant to section 180.02, Florida Statutes.

**NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and adopted and incorporated herein.

**Section 2.** That section 102-111 of the Code of the City of Lake City, Florida, is hereby amended to read as follows (words ~~stricken~~ are deletions; words underlined are additions):

**Sec. 102-111. - Use of public sewers.**

(a) *Placement of animal excrement or other objectionable waste.* It shall be unlawful for any person to place, deposit, or permit to be deposited in an unsanitary manner upon public or private property within the city, any human or animal excrement, garbage, or other objectionable waste.

(b) *Discharge of polluted waters.* It shall be unlawful to discharge to any natural outlet within the city, any sanitary sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this article.

(c) *Private sewage disposal systems.* Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(d) *Installation of sanitary facilities.* The owner of any buildings or properties, used for human occupancy, employment, recreation or other purposes, situated within the city, abutting any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city is hereby required at his expense to install sanitary facilities in accordance with the city plumbing and building codes and connect such facilities directly with the proper public sewer, in accordance with the provisions of this article, within 24 months after the date of the official notice of availability of service; provided, however, that such public sewer is within 100 feet of the property line.

(e) *Service availability charges.* Every building located upon land within the city abutting a sewer lateral of the city sewer system, or any land within the city so abutting, within or upon which plumbing fixtures are installed shall have a connection to the city sewer system. The owner of every building located upon land within the city abutting a sewer lateral of the city sewer system within which plumbing fixtures are installed shall pay monthly sewer service availability charges, as provided for in article II of this chapter, whether connected or not connected to the city sewer system. Every building connected to the city water supply and distribution system, presently or hereafter located upon land outside the city, abutting a sewer lateral of the city sewer system, or any land outside the city so abutting, within or upon which plumbing fixtures are installed, shall have a connection to the city sewer system within 24 months of the official notice of the availability of service. The owner or occupant of every building connected to the water and distribution system of the city, presently or hereafter located upon land outside the city abutting a sewer lateral of the city sewer system within which plumbing fixtures are installed, shall be charged and pay the applicable monthly sewer service availability charges as provided for in article II of this chapter, whether connected or not connected to the city sewer system. Any owner or occupant failing to connect to the city sewer system or to pay the monthly sewer service availability charges as provided for in article II of this chapter shall not be permitted to connect to the water supply and distribution system of the city, and the water services to any owner or occupant of any building outside the city presently connected to the water and supply distribution system of the city, failing to comply with the provisions of this section, shall be discontinued and terminated. If the water service to any owner or

occupant of a building outside the city is terminated as provided in this section, water service shall not be reinstated until such owner or occupant has paid the monthly sewer service availability charges provided for in article II of this chapter from the date of termination to the date water services are restored, together with an additional service charge of \$5.00. Any owner or occupant not connected to the city sewer system upon whom sewer service availability charges are imposed under this section shall be required to pay only one-half of the applicable monthly sewer service availability charges for the first 24 months after official notice of the availability of service. For the 25th month and every month thereafter, the owner shall be charged and pay the full amount of the applicable sewer service availability charge.

(f) *Creation of area or zone.* Pursuant to the provisions of F.S. § 180.02(3), there is hereby created the following described area or zone in which connection to any city sewer system or alternative water supply system constructed therein may be required: All lands located within an area extending up to five (5) miles from outside the corporate limits of the city within a five-mile radius of the intersection of the centerlines of U.S. Highway 90 (Duval Street) and U.S. Highway 441 (Marion Avenue), except any portion thereof which is excluded there from under the provisions of F.S. § 180.06, by reason of being now actually served with a similar utility system by any private company as provided by and defined in F.S. §§ 180.05 and 180.06.

(g) *Connection required when available.* All persons or corporations living or doing business within the area created by subsection (f) of this section shall connect, when available, to any sewer system constructed, erected or operated by the city.

(h) *Regulations and charges.* All connections to the city sewer system or any other city utility system within the area created by subsection (f) of this section shall be in accordance with and subject to prevailing regulations and ordinances of the city applicable to similar connections.

(i) *For plat or subdivision approval.* No plat or subdivision of land within the city shall be approved until the subdivider or owner shall comply with the following:

- (1) Install sewer laterals to each separate lot which connect with the city sewage collection and disposal system.
- (2) Install water mains and laterals to each separate lot which connect with the city water supply and distribution system.

**Section 3.** Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given

effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

**Section 4.** Conflicts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

**Section 5.** Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and the sections may be renumbered in order to accomplish such intentions.

**Section 6.** This ordinance shall take effect immediately upon its adoption.

**PASSED** upon first reading this \_\_\_\_ day of \_\_\_\_\_ 2021.

**NOTICE PUBLISHED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**PASSED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**File Attachments for Item:**

13. City Council Resolution No. 2021-026 - A resolution of the City Council of the City of Lake City, Florida, appointing members to serve on the Airport Advisory Committee; repealing all resolutions in conflict; and providing an effective date.

**CITY COUNCIL RESOLUTION 2021-026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPOINTING MEMBERS TO SERVE ON THE AIRPORT ADVISORY COMMITTEE; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 2011-2011 created and established the airport advisory committee as a standing advisory committee of the City Council; and

**WHEREAS**, as required by Ordinance No. 2011-2011, it is necessary that the members appointed to the airport advisory committee serve a two-year term; and

**WHEREAS**, pursuant to, and as authorized by, the City Charter and City Council Ordinance 2011-2011, the Mayor recommends the appointment of the members identified herein to the airport advisory committee for a term of two (2) years; and

**WHEREAS**, the City Council hereby approves the recommendation of the Mayor and appoints the members identified herein to the airport advisory committee.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and adopted and are hereby made a part of this resolution.

**Section 2.** Airport Advisory Committee.

- (a) The following persons are hereby appointed as council members to serve on the Airport Advisory Committee:
  - i. Council member Jake Hill - chairperson
  - ii. Council member Chris Greene
- (b) The following persons or positions are hereby appointed as non-council members to serve on the Airport Advisory Committee:
  - i. City Manager or their designee
  - ii. Airport Manager
  - iii. One representative of HAECO Airframe Services, Inc., the airport's largest aviation-tenant of leased premises.
  - iv. One representative of the Florida Gateway College.



**Section 3.** Term of Appointment. The members of the foregoing advisory committee are hereby appointed for a term commencing retroactively to December 1, 2020 and expiring at midnight on November 30, 2022. Members of the foregoing advisory committee may be re-appointed to serve additional terms with the consent and approval by resolution of the City Council. Vacancies occurring on any of the standing committees for reasons other than the expiration of a member's term shall be filled in the same manner as the original appointments are made and shall be filled for the unexpired terms of the member whose place has become vacant.

**Section 4.** Conflict. All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

**Section 5.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**File Attachments for Item:**

14. City Council Resolution No. 2021-029 - A resolution of the City Council of the City of Lake City, Florida, authorizing the acceptance of a Department of Justice Grant up to an amount of \$45,234.00 to purchase equipment for the use and benefit of the Lake City Police Department.

MEETING DATE
2-16-21

# CITY OF LAKE CITY

## Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

**SUBJECT:** Edward Byrne Memorial Justice Assistance Grant FY2020  
Local Solicitation Grant 2020-JAGC-COLU-1-5R-129

**DEPT / OFFICE:** Police

**Originator:** Chief Argatha Gilmore *AG*

<b>City Manager</b> Joseph Helfenberger	<b>Department Director</b> Chief Argatha Gilmore	<b>Date</b> 2-8-21
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**Recommended Action:** Approve to accept and spend funds granted to the Lake City Police Department under the Edward Byrne Memorial Justice Assistance Grant FY 2020 in the amount of \$45,234.00 to replace current 40 caliber Smith & Wesson(S&W) model M&P 40 caliber with S&W M&P2.0 .9mm firearms.

**Summary Explanation & Background:**

These Grant funds will be used to purchase replacement firearms. Current duty-issued handguns are approaching 12 years in service (as of August 2021). 10 years is the industry standard. These firearms are showing an increased number of malfunctions when being used and need to be replaced for each sworn officer's safety as well as the safety of citizens. The new S&W M&P 2.0 9mm have been improved structurally and are guaranteed to perform more accurately under the same conditions as the S&W M&P's that are currently in service.

SSD International Quote:

53 duty hand guns: S&W M&P 9MM	\$ 375.00	\$19,875.00
53 duty hand guns: S&W M&P40 Trade-in	\$- 200.00	- 10,600.00
13 S&W 9MM mags	\$ 350.00	4,550.00
13 S&W M&P 40 mags Trade-in	- 200.00	- 2,600.00
3 Glock 27 mags Trade-in	-250.00	- 750.00
Accessories: 53 Holsters & Trijicon sights	\$ 530.50	\$28,116.50
	<b>SUB-TOTAL</b>	<b>\$38,951.50</b>

Purchase of Ammo	\$ 6,642.50
	<b>TOTAL \$45,234.00</b>

**Total Award: \$45,234.00**

**Alternatives:** For current weapons: increased cost of on-going maintenance (this model no longer in production); increased cost of ammunition; decreased trade-in value. If this Grant is not approved to accept and spend funds, the weapons will need to be replaced in our Budget FY 22.

**Source of Funds:**  
Grant/General Fund

**Financial Impact:**

\$45,234.00 Grant Amount. If purchase exceeds Grant, expenses will be paid from the Lake City Police Department general fund.

**Exhibits Attached:**

- Staff Summary
- JAG Grant Acceptance of Federal Funding Assistance form
- SSD International Quote for Purchase of 53 weapons including accessories and allowing for trade-ins



# LAKE CITY POLICE DEPARTMENT

## Staff Summary



<b>Subject:</b> New Firearms				<b>Date:</b> August 15, 2019	
<b>Submitted by:</b> Sgt. J. Byrd, Sgt. R. Milligan, Sgt. K. Heston				<b>Phone Number:</b> 386-752-4344	
<b>Task Assignment Number:</b>				<b>Suspense Date:</b>	
TO	CHECK ACTION	CONCUR	DISAGREE	SIGNATURE	DATE
Lt. Miles	<input checked="" type="checkbox"/> Reviewed <input type="checkbox"/> Comment Attached	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Lt. Andy Miles</i>	8/5/19
Lt. VanBennekom	<input checked="" type="checkbox"/> Reviewed <input type="checkbox"/> Comment Attached	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Sgt. J. Byrd</i>	8-15-19
Asst. Chief Butler	<input type="checkbox"/> Reviewed <input checked="" type="checkbox"/> Comment Attached	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Asst. Chief Butler</i>	8/23/19
Chief Gilmore	<input checked="" type="checkbox"/> Reviewed <input type="checkbox"/> Comment Attached	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Chief Gilmore</i>	9/9/19
	<input type="checkbox"/> Reviewed <input type="checkbox"/> Comment Attached	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/> Reviewed <input type="checkbox"/> Comment Attached	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/> Reviewed <input type="checkbox"/> Comment Attached	<input type="checkbox"/>	<input type="checkbox"/>		

### Summary:

This staff summary is in reference to replacing the current .40 caliber Smith & Wesson M&P duty issued handguns. In September of this year our current handguns will be ten years old. We are starting to have minor issues with these firearms related to age and wear.

There have been numerous studies conducted on the different calibers of handguns utilized by Law Enforcement and ballistics have shown that .9mm caliber handguns have performed equally with the .40 caliber handguns. Currently there are younger people getting into the Law Enforcement field with minimal experience in using handguns.

The .9mm platform could help alleviate some of the issues currently experienced with the .40 caliber handgun. The .40 caliber handgun that is currently utilized has a sharper recoil than the .9mm, which results in slower target acquisition on critical follow-up shots when necessary. The increased recoil of the .40 caliber also results in less accurate shot placement, as it causes for more variation in movement of the gun. While performance is expected to improve across the board among all of the departments members, in individual cases where officer's may have less physical strength or smaller hands, the reduced recoil will likely have a significant impact on improving overall function and accuracy.

Additionally, the .40 caliber has lower capacity magazines then it's counterpart in the .9mm. The current capacity of the duty-issued handguns is 15 rounds per magazine. The .9mm model has a capacity of 17 rounds per magazine, which is a total of 6 extra rounds per officer.

We can expect faster and more accurate shot strings, higher magazine capacities and all the terminal performance from the .9mm compared to the .40 caliber.

On April 18, 2019 Sgt. Robert Milligan and Sgt. Byrd attended an FBI Protocol wound ballistic workshop where our current Speer Gold Dot 165 grain .40 caliber ammunition achieved 13.75 inches of penetration in the bare gelatin block and 11.50 inches of penetration when shot through automobile glass into the gelatin block. The Speer Gold Dot .9mm ammunition 147 grain achieved 13.75 inches on penetration in the bare gelatin block and 9.75 inches of penetration when shot through automobile glass into the gelatin block.

The cost of on-going maintenance for our current firearms is also a consideration. At the beginning of the 2018 fiscal year it was observed that the issued handguns were having more frequent malfunctions. This was determined to be due to worn and aging components. The amount of \$427.38 was spent to restore the firearms to a reliable operational status. While the maintenance provided did make the firearms attain a reliable operational status, it did not address all of the issues. As you are aware, as of September 2019 our S&W M&P .40 caliber handguns will have been in-service for ten years. Most agencies replace the issued side arms at the ten-year mark. Contact was made with the regional Smith and Wesson representative in reference to the up-coming necessary maintenance. The following is a break-down of the maintenance that must occur at the ten-year mark to restore the firearms to full operational level:

Night Sights - \$75.00 (A majority of our side arms have greatly reduced or no night-sight capability)

Spring Kit - \$20.00 (Replace at 10 years or 10,000 rounds)

Trigger Bar - \$8.00 (recommend replace at 10,000 rounds or 10 years)

Striker Assembly - \$15

Cost - \$118.00 per gun (approximately)

Total Cost - \$ 7,788.00

If we choose to restore our current firearms in the end, we still will have a ten-year-old firearm with new parts, and the money spent on restoration could be invested toward the purchase of new firearms.

Each year that we prolong the replacement of our current firearms, the trade in value will continue to diminish. The trade-in value is factored in to the off-set of the purchase price of new firearms, which will further incur a greater financial obligation of new firearms by our department when a purchase is made.

Recently, during the bi-annual firearms training, several firearms were made available for testing to firearms instructors as well as other officer's in the department. All of the participants were asked to pick up and fire each of the firearms that were present. The weapons present were the Sig Sauer Model 320 .9mm, the Glock Model 17 .9mm, the Smith & Wesson M&P 2.0 .9mm as well as the current issued Smith & Wesson M&P .40 caliber.

Without identifying the firearms being tested, each participant was asked to rate each of the firearms. The Smith and Wesson M&P 2.0 .9mm was the handgun that was most often picked as the preferred firearm.

Another consideration when making the decision to move to the .9mm from the 40 caliber platform is the operating cost. Specifically, training ammunition currently has a cost of \$220.00 per case. The equivalent .9mm training ammunition is currently priced at \$174.00 per case. This is a savings of \$46.00 per case. Duty ammunition for the .40 caliber has a cost of \$364.90 per case. The equivalent .9mm duty ammunition is currently priced at \$338.00 per case. This is a savings of \$27.90 per case.

The new Smith and Wesson M&P 2.0 has been improved structurally and is guaranteed to perform more accurately under the same conditions than the Smith and Wesson M&P'S that are currently in service.

### **Purpose/Problem:**

The purpose of this summary is to replace our current duty issued handguns which we will have had for ten years as of September 2019. The second purpose of this summary is to change from the current .40 caliber handguns to the .9mm handguns.



**1349 South Orange Blossom Trail, Apopka, FL 32703 • Tel. 407.410.6914 • Fax. 407.410.6912**

**SALES QUOTATION**

**QUOTED BY:**

Brad Ryan  
Account Manager  
SSD International Inc.

**DATE: 02/05/2021**

**QUOTE: LAKECITYPD-BR07**

**SELL TO:**

Lake City Police Department  
225 NW Main Blvd. Suite #102  
Lake City, FL 32055  
(386) 752-4344

**SHIP TO:**

Lake City Police Department  
Attn: Robert Milligan  
225 NW Main Blvd. Suite #102  
Lake City, FL 32055  
(386) 752-4344

ITEM #	DESCRIPTION	QTY	PRICE	TOTAL
12660	S&W M&P M2.0 CORE 9MM 4.25" 17RD BLK 3 MAGS	53	\$375.00	\$19,875.00
11679	S&W M&P M2.0 9MM 3.6" 15RD BLK 3 MAGS	13	\$350.00	\$4,550.00
TRADE	S&W M&P40 40SW 4.25" 15RD BLK 3 MAGS	-53	-\$200.00	-\$10,600.00
TRADE	S&W M&P40C 40SW 3.5" 10RD BLK 3 MAGS	-13	-\$200.00	-\$2,600.00
TRADE	GLOCK 27 40SW 10RD BLK 3 MAGS	-3	-\$250.00	-\$750.00
6360RDS-2222-131	Safariland 6360RDS ALS®/SLS Mid-Ride, Level III Retention™ Duty Holster for S&W M&P M2.0 9mm w/ RMR and Weapon Light STX Tactical Blk	53	\$120.50	\$6,386.50
RM01-C-700600	Trijicon, RMR, Type 2, 3.25 MOA, Black Matte Finish	53	\$410.00	\$21,730.00
SHIP	SHIPPING	1	\$0.00	\$0.00
			<b>TOTAL</b>	<b>\$38,591.50</b>

**TERMS AND CONDITIONS**

Prices are in US Dollars.

Quotes are valid for 30 days. Prices subject to change after 30 days.

Payment Terms: Purchase Order, payable within 30 days of delivery.

Returns: All returns and cancelled orders are subject to a 25% restocking fee. Return shipments require an RA number before products can be shipped back to manufacturer or SSD.

Shipment Terms: Delivery to agency. Orders under \$5,000.00 will be subject to freight charges.

Estimated time to shipping: 90-120 days after receipt of signed purchase order

**CITY COUNCIL RESOLUTION NO. 2021-029**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A DEPARTMENT OF JUSTICE GRANT UP TO AN AMOUNT OF \$45,234.00 TO PURCHASE EQUIPMENT FOR THE USE AND BENEFIT OF THE LAKE CITY POLICE DEPARTMENT.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), by and through its Lake City Police Department (hereinafter "Police Department") applied for and has been awarded a grant from the Department of Justice in the amount of up to forty-five thousand two hundred and thirty-four dollars and zero cents (\$45,234.00) to purchase equipment and materials for the use and benefit of the Police Department; and

**WHEREAS**, the City Council finds that accepting the aforementioned grant awarded by the Department of Justice, terms and conditions of such being attached as “Exhibit A”, is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recital is true and accurate and is incorporated herein and made a part of this resolution.

**Section 2.** The city administration is hereby authorized to accept the Department of Justice grant up to an amount of forty-five thousand two hundred and thirty-four dollars and zero cents (\$45,234.00) to purchase equipment and materials for the use and benefit of the Police Department.



**Section 3.** The Mayor, or city administration, is authorized to execute any and all documentation relating to the Grant.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program****ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE**

Subrecipient: City of Lake City

Subgrant Number: 2020-JAGC-COLU-1-5R-129

Project Title: FIREARMS REPLACEMENT

Pass-through Entity: Florida Department of Law Enforcement

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This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

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

City of Lake City

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

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Signature

Date

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Printed Name and Title

Lake City Police Department

Authorizing Official (Official, Administrator, or Designated Representative)

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Signature

Date

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Printed Name and Title

Florida Department of Law Enforcement

Office of Criminal Justice Grants

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Signature

Date

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Printed Name and Title

## **Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

### **SPECIAL CONDITIONS**

Subrecipient: City of Lake City

Subgrant Number: 2020-JAGC-COLU-1-5R-129

Project Title: FIREARMS REPLACEMENT

Pass-through Entity: Florida Department of Law Enforcement

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

Ref# S44124: At the time of application approval, the City of Lake City had not submitted a current EEO Plan to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S44180: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: prohibiting geographical preference (200.319 (b)). All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

# Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## SUBAWARD STANDARD CONDITIONS

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The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

### GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide  
[https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)  
Subpart A, Definitions  
Subparts B-D, Administrative Requirements  
Subpart E, Cost Principles  
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)  
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons  
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations  
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments  
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace  
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> and  
<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes  
Section 215.971, F.S., Agreements funded with federal or state assistance  
Section 215.985, F.S., Transparency in government spending

## DEFINITIONS

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation

in 48 CFR Subpart 2.1 (Definitions). It is \$3,500 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do

not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §200.20 Computing devices and 200.33 Equipment.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and

the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

**3.0 Supplanting** - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

**4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

**9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay"

programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**10.0 The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

**12.0 Privacy Certification** - The subrecipient must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing

agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

**14.0 Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

**16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** - A subrecipient or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOP)** - A subrecipient or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

**7.0 Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

**9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due



process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

- 10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.
- 13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

### SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

### SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.
- 2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).
- 3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or

implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### 4.0 Performance and Reporting

**Reporting Time Frames** - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to

withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

#### 6.0 Financial Expenditures and Reporting

**Reporting Requirements** - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

**Unexpended PGI** - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on

certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

## SECTION V: MONITORING AND AUDITS

**1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

**2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by

reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

**3.0 Property Management** - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

**4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

**5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient

high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:  
<https://dos.myflorida.com/media/693576/gs1-sl-2017-final.pdf>.

**8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

**9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other

applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a

procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s.



287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to

any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

#### **Approval of Consultant Contracts**

Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events

Submission Form for approval prior to obligating subgrant funds for these purposes.

**11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).

**12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*“This project was supported by Award No. 2019-MU-BX-0036 awarded by the Bureau of Justice Assistance, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose

is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

### 13.0 Information Technology Projects

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the

subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**Interstate Connectivity** - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

#### **14.0 Interoperable Communications Guidance**

Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide

Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**15.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

#### **16.0 Unreasonable Restrictions on Competition**

This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.



- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**17.0 Task Force Training Requirement** - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

## SECTION VII: DHS Requirements

**1.0** In regards to the program or activity funded in whole or in part under this subaward and throughout the period of performance for this award, no state or local government entity, agency or official may prohibit or in any way restrict:

Any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. For the purposes of this subaward, any prohibition (or restriction) that violates this condition is an "information-communication restriction."

**2.0** A subaward to a state or local government or a public institution of higher education, cannot be made unless a properly executed certification of compliance with 8 U.S.C. 1373 and 1644, signed by the chief legal officer of the subrecipient entity has been received by OCJG. Similarly, subrecipients cannot make a further subaward to a state or local government or a public institution of higher education, unless it first obtains a properly executed certification of compliance with 8 U.S.C. 1373 and 1644 signed by the chief legal officer of the third tier subrecipient.

**3.0** Funding under this award cannot be subawarded to any subrecipient at any tier that is either a state or unit of local government or a public institution of higher education that is subject to any "information-communication restriction."

**4.0** Subrecipients must notify FDLE (in writing) if it has credible evidence that indicates that a funded program or activity of a subrecipient at any tier that is either a state or local government or a public institution of higher education, may be subject to any "information-communication restriction."

**5.0** For **STATE AGENCIES**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

- i. A state statute or a state rule, regulation, policy or practice must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the

purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

- ii. A state statute, or a state rule, regulation, policy or practice must be in place that is designed to ensure that, when a state (or state contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

**6.0** For units of **LOCAL GOVERNMENT**: With respect to the program or activity that is funded by this subaward, as of the date the subrecipient accepts this subaward, and throughout the remainder of the period of performance for the award-

- i. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that agents of the United States acting under color of federal law are given access to any state (or state contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.
- ii. A local ordinance, rule, regulation, policy or practice (or an applicable state statute, rule, regulation policy or practice) must be in place that is designed to ensure that, when a local government (or local government contracted) correctional facility receives a formal written request authorized by the Immigration and Nationality Act from DHS that seeks advance notice of the scheduled release date and time for a particular alien, they will honor the request and as early as practicable, provide the request notice to DHS.

**7.0 Noninterference: No Public Disclosure** - Subrecipients (at any tier) are prohibited from making public disclosure of any federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or

could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

Funds under this program are prohibited from being used to make any public disclosure of federal law enforcement information in a direct, or indirect, attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. Chapter 39, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. Chapter 12, without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

**8.0 Noninterference: Interrogation of Certain Aliens** - In accordance with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a) and 8 C.F.R. 287.5(a), which allow certain federal officers and employees the power to interrogate "any alien or person believed to be an alien" regarding their right to be or remain in the United States, and allows that power to be exercised "anywhere in or outside the United States," subrecipients (at any tier) are prohibited from interfering with the exercise of the power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

No state or local government entity, agency, or official may use funds under this award to interfere with the exercise of power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any state or local government (or government contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be in the United States."

**9.0 Noninterference: Notice of Scheduled Release** - Within the funded program or activity, no subrecipient (at any tier) may interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice.

Subrecipients (at any tier) are not permitted to use subaward funds to interfere with the "removal" process of an alien by failing to provide, as early as practicable, advance notice

to DHS of the scheduled release date and time for a particular alien, if a state or local government (or government contracted) correctional facility received from DHS a formal written request pursuant to the INA that seeks such advance notice (see the following federal law enforcement statutes, incorporated here by reference: 8 U.S.C. 1231, 8 U.S.C. 1226, and 8 U.S.C. 1366).

**10.0** Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

**11.0** Nothing in the above conditions shall be understood to authorize any subrecipient at any tier to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

## SECTION VIII: ADDITIONAL REQUIREMENTS

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

### **2.0 National Environmental Policy Act (NEPA)**

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;

- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at

<https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**4.0 Human Research Subjects** - Subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

### **5.0 Disclosures**

**Conflict of Interest** - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

**6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

**9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA

lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

**11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

**12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

**14.0 Employment Eligibility Verification for Hiring Under This Award** – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses

E-Verify to confirm employment eligibility for each position funded through this award.

- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

**IMPORTANT NOTE:** Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

**15.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**File Attachments for Item:**

15. City Council Resolution No. 2021-031 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of Task Assignment Twelve with Passero Associates, LLC, for professional services related to building assessment of hangers currently occupied by HAECO Airframe Services, LLC, at a cost not to exceed \$28,000.00.

FLK/bm

2/12/21

**CITY COUNCIL RESOLUTION NO. 2021-031**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT TWELVE WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO BUILDING ASSESSMENTS OF HANGERS CURRENTLY OCCUPIED BY HAECO AIRFRAME SERVICES, LLC, AT A COST NOT TO EXCEED \$28,000.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") previously entered into a Continuing Contract with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2017-061 for Professional Consulting Services at the Lake City Gateway Airport (the "Project"); and

**WHEREAS**, the Continuing Contract provides that Passero shall provide services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate Task Assignment; and

**WHEREAS**, the City desires to enter into Task Assignment Number Twelve to its Continuing Contract with Passero for building assessments of hangers one through six, eight, and nine currently occupied by HAECO Airframe Services, LLC, for an amount not to exceed Twenty-eight thousand dollars and zero cents (\$28,000.00) in accordance with the terms and conditions of Task Assignment Number Twelve, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Number Twelve"), and the Continuing Contract.

**WHEREAS**, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Number Twelve.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into Task Assignment Twelve with Passero Associates, LLC, for the additional services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Twelve as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Twelve in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_day  
of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

## **EXHIBIT A**

### **TASK ASSIGNMENT TWELVE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED TO BUILDING ASSESSMENTS OF HANGERS AT THE LAKE CITY GATEWAY AIRPORT.**

THIS TASK ASSIGNMENT NUMBER TWELVE is made and entered into this \_\_\_\_ day of March, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and PASSERO ASSOCIATES, L.L.C., a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (hereinafter referred to as "Consultant")

#### **RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract dated August 21, 2017, for professional consulting services as authorized by City Council Resolution No. 2017-061 (the "Continuing Contract")

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of building assessments of hangers numbered one through six, eight, and nine currently occupied by HAECO Airframe Services,

LLC, at the Lake City Gateway Airport (hereinafter the "Airport") and desires to enter into Task Assignment Twelve with Consultant for such services pursuant to the terms and conditions contained in Consultant's proposed *Supplemental Agreement No. 21-22 HAECO Building Assessment for Lake City Gateway Airport (LCQ), Lake City, Florida* (hereinafter "Supplemental Agreement 21-22"), a copy of which is attached as "Exhibit A".

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of Task Assignment Twelve.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in the Supplemental Agreement 21-22, attached hereto.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services at a total projected cost not to exceed \$28,000.00.
4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the

enforcement of this Continuing Contract or Task Assignment Twelve, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Twelve and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Twelve may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Twelve shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

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**IN WITNESS WHEREOF**, the parties hereto have made and executed this  
Task Assignment Number Twelve as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

ATTEST:

**PASSERO ASSOCIATES, LLC.**

By: \_\_\_\_\_  
Angela Witt,  
Contracts Administrator

By: \_\_\_\_\_  
Andrew M. Holesko  
Vice President

**City of Lake City**



**Lake City Gateway Airport (LCQ)**

**HAECO Building Assessment**

**Professional Services**

By

Passero Associates, LLC  
(Passero Project No. 20070044.0022)

**Supplemental Agreement 21-22**

**Supplemental Agreement 21-22**  
**HAECO Building Assessment**  
**for Lake City Gateway Airport (LCQ), Lake City, Florida**

PASSERO ASSOCIATES, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Basic Contract for Professional Consulting Services with the City of Lake City (Client or City), dated August 21, 2017, of which all terms and conditions are incorporated herein by reference.

**Project Location:** Lake City Gateway Airport (LCQ), Lake City, Florida.

**Project Description:** HAECO Building Assessment project at the Lake City Gateway Airport (LCQ).

**Scope of Basic Services:** Professional Services to observe existing HAECO hangars 1-6, 8 and 9 for deficiencies to exterior shell (ie. Roof, wall, door, window), structure and concrete slab (See Attachment A: Scope of Services).

**Scope of Additional Services (optional):** Professional Services to observe existing fire protection, lighting and mechanical systems for existing hangars 1-6, 8 and 9.

**Client Manager:** Mr. Joe Helfenberger, City Manager.

**Client Project Coordinator:** Mr. Bradley Byrd, Interim Airport Manager.

**PA Program Manager:** Mr. Brad Wentz, P.E.

**PA Project Manager:** Mr. Justin Vollenweider, AIA, CSI-CDT, NCARB, Senior Project Architect

**Compensation and Method of Payment:**

Basic Services	\$19,000.00
Additional Services	\$9,000.00
Total Fee	Not-to-Exceed: \$28,000.00

**Schedule:** Begin upon Notice-to-Proceed from the City.

**Meetings:** Two (2) Meetings. Project Kickoff and Meeting to Review Findings.

**Deliverables:**

1. Videos and Pictures taken from field observation.
2. Mark-up plan indicating areas of concern.
3. Assessment report summarizing findings and projected costs. Items will be sorted by building and ranked from by priority.

**"Consultant"**  
**Passero Associates, LLC**

**"Sponsor"**  
**City of Lake City**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Brad Wentz, P.E., Vice President  
 Typed Name, Title

Stephen M. Witt, Mayor  
 Typed Name, Title

ATTEST:

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Angela Witt, Grants & Contracts Administrator  
 Name, Title

Audrey E. Sikes, City Clerk  
 Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A: Scope of Services**  
**HAECO Building Assessment**  
**(Professional Services)**  
**for Lake City Gateway Airport (LCQ), Lake City, Florida**

**Project Description:** The project will involve visual observation of existing exterior shell (walls, roof, windows, door, etc), structure and concrete slabs for eight (8) HAECO hangars, numbered 1-6, 8 and 9. The visual observation will utilize equipment developed for indoor inspections that include drones developed for safe indoor operation and zoom technology, flown by a certified pilot (an exterior drone will also be used). The drone operator will take multiple photos and video; any deficiencies will be noted and summarized in a final report with associated probable costs. Observation of fire protection, lighting and mechanical systems will be provided as an additional service, if requested.

**A. Basic Services**

Professional services to be provided by Passero Associates, LLC (Consultant) to the City of Lake City (Sponsor) shall include the following Basic Services:

**TASK I: Field Observation**

Field observation for eight (8) HAECO hangars, numbers 1-6, 8 and 9 and shall include the following items of work:

1. Assume up to four (4) site visits to observe existing exterior envelope (doors, windows, walls and roofs), structure and concrete slabs.
2. Attend Project Kick-off meeting with client.

**TASK II: Observation and Assessment Report**

Prepare Draft and Final report summarizing field observations and shall include the following:

1. Create report graphics (may consist of images or basic building plans) required to identify and locate observed deficiencies.
2. Prepare draft report summarizing deficiencies for each building. Items to be ranked in order of priority.
3. Provide probable costs for each deficiency.
4. Attend meeting with client to review draft report and findings.
5. Provide final report, including comments from client's review of draft report.



**B. Additional Services (Optional)**

1. **Field Observation.** Observe existing fire protection, lighting and mechanical systems.
  - a. Assume up to two (2) site visits.
2. **Assessment Report.** Summarize field observations for fire protection, lighting and mechanical system. Provide an itemized list of deficiencies, ranked by priority, with probable costs per item.
  - a. Create and provide additional graphics required to identify and locate deficiencies for fire protection, lighting and mechanical systems.
  - b. Provide probable costs for each deficiency.

*It is assumed that additional services will be completed with basic services, if approved.*

**C. Other Considerations**

1. This Scope of Services does not include the following:
  - Reimbursable expenses are not included (printing, copying, etc.).
  - No Design, Permit Fees, Construction, or Bidding Services are included.
  - HVAC and overhead air blowing systems shall be off. If all systems cannot be off at one time, sections of the site will need to be off, and their state managed by tenant such that air circulation does not interfere with drone observation.
  - This proposal specifically excludes any liability for indirect, special, or consequential damages or any nature whatsoever.
  - This proposal is for field observation and subsequent report only, this is not a design project and professional design services are not included.

If such services are later determined to be required before the project is complete, they shall be performed as additional services only under a separate written agreement and as approved by the City.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero is not responsible for data that is not provided for during the course of this Agreement.

**End of Scope of Services**

**File Attachments for Item:**

16. City Council Resolution No. 2021-032 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with C.A. Boone Construction, Inc., for the paving of an existing unpaved parking area and driveway, and the construction of a sidewalk, all of which is located at the City's Natural Gas Department at a cost not-to-exceed \$63,651.00.

**CITY COUNCIL RESOLUTION NO. 2021-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH C.A. BOONE CONSTRUCTION, INC., FOR THE PAVING OF AN EXISTING UNPAVED PARKING AREA AND DRIVEWAY, AND THE CONSTRUCTION OF A SIDEWALK, ALL OF WHICH IS LOCATED AT THE CITY'S NATURAL GAS DEPARTMENT AT A COST NOT-TO-EXCEED \$63,651.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to pave an existing unpaved parking area driveway, and construct a sidewalk, all of which is located at the City's Natural Gas Department (hereinafter the "Project"); and

**WHEREAS**, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

**WHEREAS**, the city administration recommends that the Project be awarded to C.A. Boone Construction, Inc. (hereinafter "C.A. Boone"), at a price of \$63,651.00 (the "Contract Price"); and

**WHEREAS**, the City Council finds that the bid of C.A. Boone of \$63,651.00 to be the lowest and most responsible bid to the Invitation to Bid 005-2021; and

**WHEREAS**, the City Council finds that it is in the City's best interest to award the contract to C.A. Boone for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the "*Contract between City of Lake City, Florida and C.A. Boone Construction, Inc.*" (hereinafter the "Agreement") attached hereto as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

**Section 2.** The Project and Agreement are awarded to C.A. Boone at the Contract Price.

*[Remainder of this page left blank intentionally.]*

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to C.A. Boone Construction, Inc. to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and C.A. Boone Construction, Inc. shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this\_\_\_\_day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

## **EXHIBIT A**

### **CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND C.A. BOONE CONSTRUCTION INC.**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of March 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, with a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as "City") and C.A. Boone Construction, Inc. with a principal address of 400 SW Sister's Welcome Road, Lake City, Florida 32025 (hereinafter referred to as "Contractor").

**WHEREAS**, the City requires the paving of an existing unpaved parking area and driveway and the construction of a sidewalk next to the City's Natural Gas Department located at 590 SW Arlington Boulevard, Lake City, Florida (hereinafter "the Project"); and

**WHEREAS**, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring commodities and services valued in excess of \$20,000.00, unless an exemption applies; and

**WHEREAS**, the City invited bids through an Invitation to Bid (ITB-005-2021; hereinafter "ITB" or "Invitation to Bid") and the Contractor was selected as the lowest responsible bidder; and

**WHEREAS**, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

2. **Definitions:** The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida, any official of the City, and any employee of the City, who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants listed in the ITB, and reasonably inferred to the City, and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties. Any conflicts in the terms of any documentation shall be resolved using the terms and conditions provided by the City documentation.

(c) "CONTRACTOR" means C.A. Boone Construction, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means professional services and commodities including, but not limited to, the paving of an existing unpaved parking area and driveway, and the construction of a sidewalk located at the City's Natural Gas Department

located at 590 Arlington Boulevard, Lake City, Florida. More specifically, the services and scope of work, and responsibilities listed within the ITB and all responses of the Contractor to the ITB.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and incorporated herein.

4. **Term of Contract:** The term of this Contract shall be sixty (60) days from the Contractor's delivery of equipment. Any extension shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate City representatives. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed sixty-three thousand six hundred and fifty-one dollars and zero cents (\$63,651.00). The



Contractor shall be paid within thirty (30) days of receipt of invoice, assuming there are no contested amounts within the invoice. Otherwise, payment to the Contractor will be made in accordance with F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoices, assuming there are no contested amounts with the invoice.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

- (a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products and completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$200,000.00 per claim and \$300,000.00 for all claims arising out of a single accident; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as

limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment, or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor

engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services and Liquidated Damages:** The timely and expeditious accomplishment and completion by the Contractor of all

services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

Time is of the essence in the Contract and all obligations thereunder. If the Contractor fails to complete the Services within the term provided for herein, the City shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of three hundred dollars and zero cents (\$300.00) per calendar day, commencing on the first day following expiration of the contract term and continuing until the actual date of completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the City will incur as a result of delayed completion of the Services. The City may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the City at the demand of the City, together with interest from the date of the demand at the maximum allowable rate.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any

interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen. Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records:** The Contractor shall comply with all public records laws.

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City  
205 North Marion Avenue

Lake City, Florida 32055  
386-719-5826 or 386-719-5756

(b) The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material

that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB 005-2021) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be

binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

16. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

17. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt,  
Mayor

ATTEST:

Approved as to form and legality:

By: \_\_\_\_\_  
Audrey Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

ATTEST:

**C.A. BOONE CONSTRUCTION,  
INC.**

By: \_\_\_\_\_  
Sherry Font,  
Secretary

By: \_\_\_\_\_  
James Boone,  
President



**File Attachments for Item:**

17. City Council Resolution No. 2021-033 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Grant Agreement with the State of Florida, Department of Environmental Protection, to facilitate the re-chlorination of reclaimed water and reimburse the City for certain costs expended up to an amount of \$1,000,000.00.

**CITY COUNCIL RESOLUTION NO. 2021-033**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, TO FACILITATE THE RE-CHLORINATION OF RECLAIMED WATER AND REIMBURSE THE CITY FOR CERTAIN COSTS EXPENDED UP TO AN AMOUNT OF \$1,000,000.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”), applied for and has been awarded a grant from the State of Florida, Department of Environmental Protection (hereinafter “DEP”), allowing for the City to seek reimbursement for costs, up to one million dollars and zero cents (\$1,000,000.00), associated with the moving of the City’s chlorine contact chamber from within the reclaimed water storage tank to a free-standing unit (hereinafter the “Project”); and

**WHEREAS**, the City Council finds that accepting the aforementioned grant awarded by the DEP, terms and conditions of such being attached as “Exhibit A”, is in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The city administration is hereby authorized to accept the DEP grant and apply for reimbursement of allowable costs up to an amount of one

million dollars and zero cents (\$1,000,000.00) associated with the Project.

**Section 3.** The Mayor, or city administration, is authorized to execute any and all documentation relating to the DEP grant.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades** Agreement Number: **LPR0016**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Lake City** Entity Type: **Local Government**  
Grantee Address: **205 N. Marion Avenue, Lake City, Florida 32055** FEID: **59-6000352** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **July 31, 2022**

4. Project Number: Project Location(s): **Lat/Long (30.131, -82.682)**   
(If different from Agreement Number)

Project Description: **The Grantee will move the Chlorine Contact Chamber from within the storage tank to its own free-standing unit, allowing for recirculation and quicker re-chlorination of reclaimed water.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$1,000,000.00</b>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<b>Riv Spr Coast, GAA LI 1641C, FY 20-21, GR</b>	<b>\$1,000,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<b>\$1,000,000.00</b>

6. Department's Grant Manager Name: **Sarah Louissaint** or successor  
Address: **3900 Commonwealth Boulevard  
Douglas Building, MS 3602  
Tallahassee, FL 32399-3000**  
Phone: **850-245-2815**  
Email: **Sarah.Louissaint@FloridaDEP.gov**

Grantee's Grant Manager Name: **Paul Dyal** or successor  
Address: **692 SW St. Margarets Street  
Lake City, Florida 32025**  
Phone: **386-719-5815**  
Email: **dyalp@lcfla.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.**

**City of Lake City**

**GRANTEE**

Grantee Name

By \_\_\_\_\_  
(Authorized Signature) Date Signed

**Stephen M. Witt, Mayor**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
Secretary or Designee Date Signed

**Trina Vielhauer, Director of Water Restoration Assistance**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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## DWRA Additional Signatures

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Sarah Louissaint, DEP Grant Manager

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Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**Attachment 1**

1 of 11

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.



## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: [www.myfloridacfo.com/Division/AA/Vendors/default.htm](http://www.myfloridacfo.com/Division/AA/Vendors/default.htm).
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing



resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

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## **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

## **21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

## **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

## **23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

## **24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### **25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### **26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

#### **27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**37. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. LPR0016**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement begins on November 20, 2020 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Additional Terms.**

None.

### ATTACHMENT 3 GRANT WORK PLAN

**PROJECT TITLE:** Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades

**PROJECT LOCATION:** The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.131, -82.682). See Figure 1 for a site map.

**PROJECT BACKGROUND:** The City of Lake City's (Grantee) public access reuse (PAR) system is currently offline. The PAR system was designed with the chlorine contact chamber (CCC) within the 1.5 million-gallon reclaimed water storage tank. However, the Grantee's Utility Department only runs one shift of workers per day and cannot run the PAR system without staff present. When the PAR system is offline for 16 hours the chlorine residuals drop too low and, due to the specific design of the system, the entire storage tank must be emptied and refilled to re-chlorinate the reclaimed water.

**PROJECT DESCRIPTION:** This project will move the CCC from within the storage tank to its own free-standing unit, allowing for recirculation and quicker re-chlorination of reclaimed water to provide consistent availability to the Grantee's customers, and to add remote monitoring software to the PAR system so it can be monitored and produce reclaimed water 24 hours a day, 7 days a week.

#### **TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

#### **Task 1: Bidding and Contractor Selection**

**Deliverables:** The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the PAR system CCC upgrades and installation of the remote monitoring system.

**Documentation:** The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

#### **Task 2: Project Management**

**Deliverables:** The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **Task 3: Construction**

**Deliverables:** The Grantee will construct the PAR system CCC upgrades and install a remote monitoring system in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

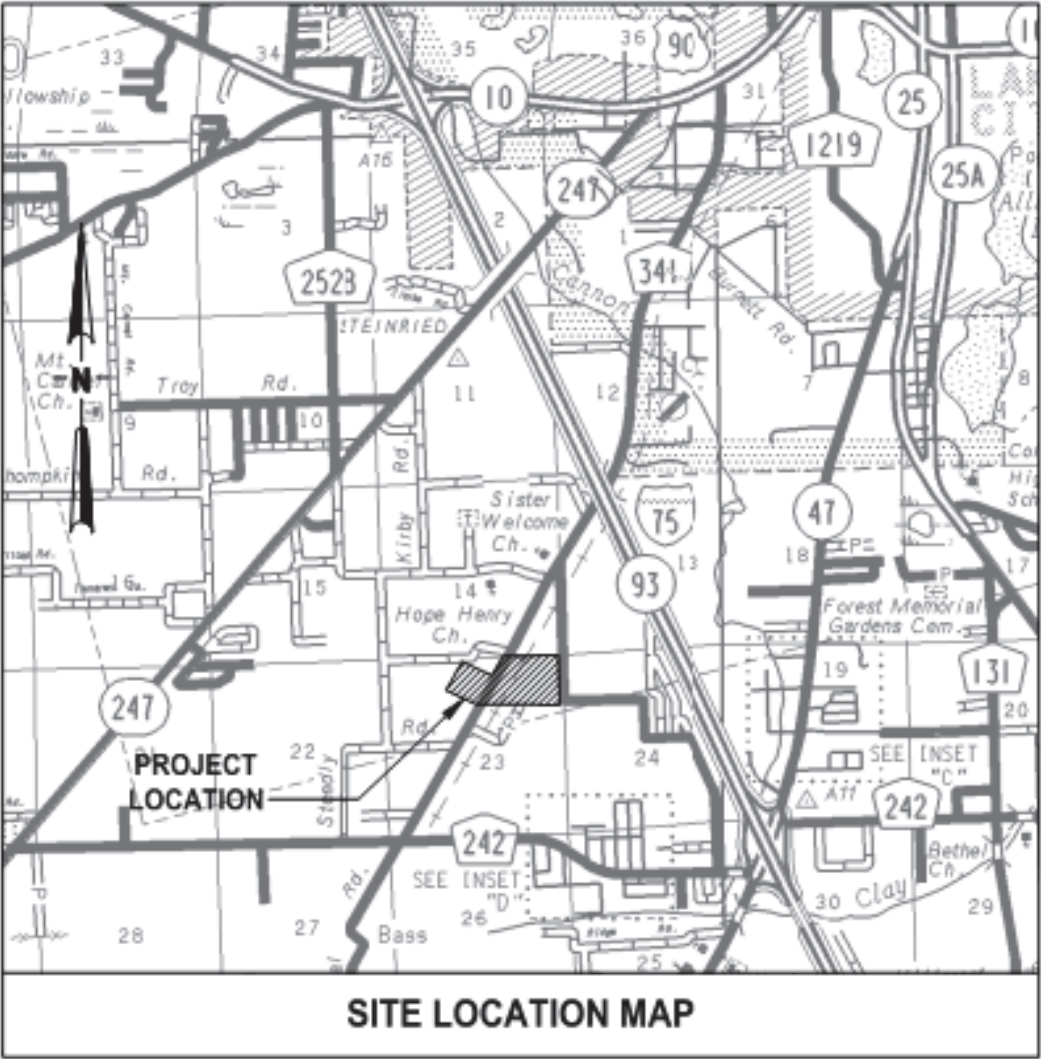
**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

### **PROJECT TIMELINE & BUDGET DETAIL:**

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Bidding and Contractor Selection	Contractual Services	\$10,000	11/20/2020	1/31/2022
2	Project Management	Contractual Services	\$40,000	11/20/2020	1/31/2022
3	Construction	Contractual Services	\$950,000	11/20/2020	1/31/2022
Total:			\$1,000,000		

Figure 1: Location Map



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)



## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

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

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

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$1,000,000.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

<b>DEP Agreement No.:</b>	LPR0016
<b>Project Title:</b>	Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades
<b>Grantee Name:</b>	City of Lake City
<b>Grantee's Grant Manager:</b>	Paul Dyal
<b>Reporting Period:</b>	Choose an item. Choose an item.

**Provide the following information for all tasks identified in the Grant Work Plan:**

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

**Task 1: Bidding and Contractor Selection**

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

**Task 2: Project Management**

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

**Task 3: Construction**

- **Progress for this reporting period:**
- **Identify any delays or problems encountered:**

**Indicate the completion status for the following task:**

- Construction (Estimated): \_\_\_\_\_ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C  
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**File Attachments for Item:**

18. City Council Resolution No. 2021-034 - A resolution of the City Council of the City of Lake City, Florida, authorizing Task Assignment Number Three to the continuing contract with Mittauer & Associates, Inc., a Florida Corporation, for preparation of the civil construction drawings describing the proposed drainage improvements for the St. Margarets Waste Water Treatment Facility at a cost not-to-exceed \$19,500.00.



**CITY COUNCIL RESOLUTION NO. 2021-034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PREPARATION OF THE CIVIL CONSTRUCTION DRAWINGS DESCRIBING THE PROPOSED DRAINAGE IMPROVEMENTS FOR THE ST. MARGARETS WASTE WATER TREATMENT FACILITY AT A COST NOT-TO-EXCEED \$19,500.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Mittauer & Associates, Inc. (hereinafter “Mittauer & Associates”), as authorized by City Council Resolution No. 2019-022 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the “City Projects”); and

**WHEREAS**, the Continuing Contract provides that Mittauer & Associates shall perform services to the City only when requested and authorized in writing by the City, and that each request for services shall be for a specific project with the scope of the work to be defined by and embodied in a separate Task Assignment; and

**WHEREAS**, the City Council desires to enter into Task Assignment Number Three to its Continuing Contract with Mittauer & Associates for the preparation of civil construction drawings describing the proposed drainage improvements for the City’s St. Margarets Waste Water Treatment Facility in accordance with the terms and conditions of Task Assignment Number Three, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution and the Continuing Contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are made a part of this resolution.

**Section 2.** The City Council is hereby authorized to enter into Task Assignment Number Three with Mittauer & Associates for the professional services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Three as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver Task Assignment Number Three in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and Mittauer & Associates shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

## **EXHIBIT A**

### **TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL ENGINEERING SERVICES**

THIS TASK ASSIGNMENT NUMBER THREE made and entered into this \_\_\_\_ day of March 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

#### **RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Council Resolution No. 2019-022.

B. The Continuing Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional services for preparation of civil construction drawings describing the proposed drainage improvements for the St. Margarets Waste Water Treatment Plant and desires to enter into this Task Assignment Number Three with the Consultant for such services pursuant to the terms and conditions contained herein and Exhibit A, attached hereto.

NOW, THEREFORE, in consideration of the premises and the mutual

covenants and agreements herein contained, the parties hereto agree as follows:

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Three.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated February 2, 2021, received by the City from the Consultant consisting of a total of three (3) pages and attached hereto as Exhibit A and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a not-to-exceed total fee of nineteen thousand five hundred dollars (\$19,500.00) for the following work:

- A. Civil Engineering Design (\$12,000.00); and
- B. Sitework Permit Applications (\$2,500.00); and
- C. Geotechnical Investigation (\$5,000.00); and

The Consultant shall submit invoices monthly to the City and the City agrees to pay said invoices pursuant to the Local Government Prompt Payment Act. However, in no event shall Consultant be entitled to payment in excess of the aforementioned amounts.

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant. Should any conflict arise between the terms and conditions set forth herein and

the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

5. **ATTORNEYS' FEES AND COSTS.** In the event of breach by either party of the Continuing Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment, and the Continuing Contract, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Three shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

*[Remainder of page left blank intentionally. Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Three as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**MITTAUER & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Joseph A. Mittauer,  
President & Secretary



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS

## EXHIBIT A

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

February 2, 2021

VIA EMAIL

Mayor and City Council  
City of Lake City  
205 N. Marion Avenue  
Lake City, Florida 32055

RE: Engineering Services Agreement  
SMWWTF Stormwater Improvements  
City of Lake City, Florida  
Mittauer & Associates, Inc. Project No. 8904-19-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services for the SMWWTF Stormwater Improvements project. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide engineering services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

### SCOPE OF SERVICES

The Engineer shall provide the following engineering design and permitting services in order to prepare civil construction drawings describing the proposed drainage improvements. More specifically, this work shall include the following:

#### ITEM A - CIVIL ENGINEERING DESIGN

Drainage Improvements: The Engineer shall prepare site work construction drawings. The drawings shall describe horizontal control, vertical control, paving improvements and stormwater controls necessary to capture, attenuate and redirect runoff from the City's maintenance yard to the west of the Wastewater Treatment Facility and parking area at the facility's entrance.

#### ITEM B - SITEWORK PERMIT APPLICATIONS

SJRWMD: The Engineer shall prepare a St. Johns River Water Management District Stormwater Management System Permit Application including drainage calculations in Water Management District's format.

### ITEM C - GEOTECHNICAL INVESTIGATION

The Engineer shall engage a licensed professional Geotechnical Engineer to provide a limited subsurface exploration of the in-situ soils as they pertain to the proposed improvements.

### SCHEDULE OF FEES

The Engineer shall be paid the following lump sum amounts for the various items of the Scope of Services:

Item A - Civil Engineering Design	\$12,000
Item B - Sitework Permit Applications	\$2,500
Item C - Geotechnical Investigation	\$5,000
<b>TOTAL ENGINEERING FEE</b>	<b>\$19,500.00</b>

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in project scope of work. Items not included within this proposal include, but are not limited to: Army Corps of Engineers permits, wetland mitigation and floodplain mitigation.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, should it be required by law.

*Remainder of Page Intentionally Blank*



### ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,  
Mittauer & Associates, Inc.



Joseph A. Mittauer, P.E.  
President

JAM/MPT/al

Accepted by  
City of Lake City, Florida

By: \_\_\_\_\_

Date: \_\_\_\_\_

**File Attachments for Item:**

19. City Council Resolution No. 2021-035 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

**CITY COUNCIL RESOLUTION NO. 2021-035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S  
EXTENSION OF THE STATE OF EMERGENCY ARISING  
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

**WHEREAS**, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

**WHEREAS**, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

**WHEREAS**, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

**WHEREAS**, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

**WHEREAS**, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

**WHEREAS**, on August 7, 2020, the Governor issued Executive Order 20-

193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

**WHEREAS**, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52; and

**WHEREAS**, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

**WHEREAS**, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

**WHEREAS**, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until 12:01 a.m. on February 27, 2021; and

**WHEREAS**, the CDC continues to recommend community preparedness and everyday prevention measures be taken by all individuals and families in the United States; and

**WHEREAS**, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamation extending the current state of emergency, a copy of which is attached hereto as "Exhibit A"; and

**WHEREAS**, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamation as well the provisions included in City Council Resolution 2020-033.

**Section 3.** This resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of  
March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



# Proclamation

## STATE OF EMERGENCY EXTENSION COVID-19

**WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

**WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

**WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

**WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

**WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

**WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

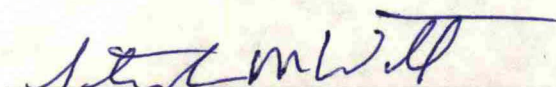
**WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective February 23, 2021.*

**NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective February 23, 2021.**



Seal of the City of Lake City  
State of Florida

*In witness whereof I have hereunto set my hand and caused this seal to be affixed this 23<sup>rd</sup> day of February 2021.*

  
Stephen M. Witt, Mayor  
City of Lake City

**File Attachments for Item:**

20. City Council Resolution No. 2021-036 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the second addendum to the contract with Municipal Code Corporation, doing business as "Municode", to recodify the City Charter and Code at an additional cost of \$6,120.00.



**CITY COUNCIL RESOLUTION NO. 2021-036**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE SECOND ADDENDUM TO THE CONTRACT WITH MUNICIPAL CODE CORPORATION, DOING BUSINESS AS "MUNICODE", TO RECODIFY THE CITY CHARTER AND CODE AT AN ADDITIONAL COST OF \$6,120.00.**

**WHEREAS**, by City Council Resolution No. 2018-047 the City of Lake City, Florida (hereinafter the "City") authorized Municipal Code Corporation (hereinafter "Municode") to provide the professional services described in the Scope of Services attached to said resolution; and

**WHEREAS**, by City Council Resolution No. 2018-047 the City entered into an Agreement with Municode to recodify the City's Code; and

**WHEREAS**, the City has received a response from Municode relating to the City's inquiry about the costs associated with the recodification of the City's Charter, Code, and Land Development Regulations subsequent to the state legislative sessions since the passage of City Council Resolution No. 2018-047 and the quoted additional costs would total \$6,120.00; and

**WHEREAS**, the City Council finds that the recodification of the City's Charter, Code, and Land Development Regulations is necessary and such would benefit the City and be in the best interest of the City; and

**WHEREAS**, the City and Municode desire to amend the Original Contract to include the recodification of the City's Charter, Code, and Land Development Regulations pursuant to and in accordance with the terms and conditions of the



Original Contract and the *Addendum No. 2 to Recodification Agreement of June 18, 2018*, drafted by Municode, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (hereinafter the "Addendum No. 2").

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into Addendum No. 2, with Municode and the Mayor is authorized to execute said Addendum No. 2, for and on behalf of the City.

**Section 3.** This resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

P.O. Box 2235  
Tallahassee, FL 32316  
800.262.2633 info@municode.com

December 29, 2020

## Lake City, Florida

### **ADDENDUM No. 2 TO RECODIFICATION AGREEMENT OF JUNE 18, 2018**

Addendum No. 2 will modify the June 18, 2018 Recodification Agreement between Municipal Code Corporation and the City of Lake City, Florida. The original Agreement was previously modified via Addendum No. 1 of September 17, 2018 for the purpose of including the City's Land Development Regulations in the recodification project.

Via Addendum No. 2, Municode will update the Legal Review Memorandum of September 24, 2018 to include a review of the current Code (including the Land Development Regulations) and revised City Charter against all subsequent legislation through Supplement No. 21. The last amendatory ordinance of inclusion in Supplement No. 21 is Ordinance No. 2020-2171, adopted November 2, 2020.

The recodification project will resume upon completion of Supplement No. 21. The estimated timeframe for delivery of the updated Legal Review Memorandum is within 3 to 6 months of Municode's receipt of the signed Addendum and completion of Supplement No. 21.

#### **Additional Legal Review Services**

##### **Legal Review Services**

**\$6,120**

Updating the Legal Review Memorandum of September 24, 2018 to include a review of Legislation through Ordinance No. 2020-2171 (adopted November 2, 2020) against the Code, Land Development Regulations and revised City Charter.

All other costs shall remain as quoted in the original Recodification contract of June 18, 2018.

#### **Payment Terms:**

Execution of Addendum No. 2

**\$3,060**

Delivery of Updated Legal Review Memorandum

**\$3,060**

If Addendum No. 2 is agreeable to the City, kindly return a signed copy via email.

### **ADDENDUM NO. 2 AUTHORIZED BY CITY OF LAKE CITY, FLORIDA:**

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**File Attachments for Item:**

21. City Council Resolution No. 2021-037 - A resolution of the City Council of the City of Lake City, Florida, granting a utility easement to Florida Power & Light Company to provide additional utilities to Sallie Mae Jerry Park.

**CITY COUNCIL RESOLUTION NO. 2021-037**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, GRANTING A UTILITY EASEMENT TO FLORIDA POWER & LIGHT COMPANY TO PROVIDE ADDITIONAL UTILITIES TO SALLIE MAE JERRY PARK.**

**WHEREAS**, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for additional utilities at Sallie Mae Jerry Park, specifically, along a boundary line of the real property identified by the Columbia County Property Appraiser as number 00-00-00-11479-000, (hereinafter the "Property"); and

**WHEREAS**, the City is the owner of the Property and Florida Power & Light Company, (hereinafter "FPL"), has requested the City grant a utility easement to FPL for the construction, operation, and maintenance of overhead and underground electric utility facilities to be installed from time to time; and

**WHEREAS**, the City Council finds that it is in the best interests of the City to grant a utility easement to FPL measuring 10 feet (10') in width running along a portion of the boundary of the Property for the aforementioned purposes and more thoroughly described in the composite Exhibit A, attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to grant a utility easement deed

Page 1 of 2

to FPL for the aforementioned purposes and the Mayor is authorized to execute said instrumentation.

**PASSED AND ADOPTED** a meeting of the City Council this \_\_\_\_ day of March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

Work Request No. \_\_\_\_\_

Sec. \_\_, Twp \_\_ S, Rge \_\_ E

Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

## EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Frederick L. Koberlein, Jr. Co.

Name: Koberlein Law Offices

Address: 855 SW Baya Dr  
Lake City, Florida 32025

pg \_\_\_\_ of \_\_\_\_.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
(Witness' Signature)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Witness)

Print Name: Stephen M. Witt, Mayor

Print Address: 205 North Marion Ave  
Lake City, Florida 32025

\_\_\_\_\_  
(Witness' Signature)

Attest:

Print Name: \_\_\_\_\_  
(Witness)

By: \_\_\_\_\_

Print Name: Audrey E. Sikes, City Clerk

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath.  
(Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature

Print Name \_\_\_\_\_

**EXHIBIT A**

**File Attachments for Item:**

22. City Council Resolution No. 2021-038 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a trial agreement with Axon Enterprise, Inc., through the Lake City Police Department, to evaluate equipment provided by Axon Enterprise, Inc., for a thirty (30) day trial and loan period, at no cost to the City.

**CITY COUNCIL RESOLUTION NO. 2021-038**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A TRIAL AGREEMENT WITH AXON ENTERPRISE, INC., THROUGH THE LAKE CITY POLICE DEPARTMENT, TO EVALUATE EQUIPMENT PROVIDED BY AXON ENTERPRISE, INC., FOR A THIRTY (30) DAY TRIAL AND LOAN PERIOD, AT NO COST TO THE CITY.**

**WHEREAS**, Axon Enterprise, Inc. (hereinafter “Axon”) desires for the City of Lake City Police Department (hereinafter the “LCPD”) to evaluate Axon’s law enforcement equipment; and

**WHEREAS**, Axon will loan the LCPD with Trial Kit(s) for thirty (30) days, at no cost to the City of Lake City (hereinafter the “City”), unless the LCPD fails to timely return the equipment; and

**WHEREAS**, the City would agree to comply with all Axon training materials and return the Trial Kit(s) to Axon with the Officers’ evaluations of the equipment as stated in the Field Trial Agreement, a copy of which is attached hereto and made part of this resolution (“Agreement”); and

**WHEREAS**, the City previously authorized the execution of an agreement with Axon, pursuant to City Council Resolution 2020-009, for a trial period of Axon’s equipment; and

**WHEREAS**, the City Council finds that it is in the City's best interest and the interest of the citizens to enter into the Agreement with Axon for a new trial period.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

*[Remainder of page left blank intentionally.]*



**Section 2.** The Mayor, and city administration, is hereby authorized to execute the Agreement with Axon.

**PASSED AND ADOPTED** at a meeting of the City Council this\_\_\_\_day of \_\_\_\_ March 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney



## Field Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to your law enforcement agency ("Agency") on loan and free of charge for a trial and evaluation of the Trial Kit by Agency.<sup>1</sup> The Trial Period is 30 days unless extended by Axon.

**1. Trial Kit.** The Trial Kit may include the following:

Qty. _____	74016 – Axon Body 2 T&E Kit
Qty. _____	70042 – Axon Body 2 Dock, Single Camera Bay
Qty. _____	70043 – Axon Body 2 Dock, 6-Camera Bay
Qty. _____	73210 – Axon Body 3 T&E Kit
Qty. _____	74213 – Axon Body 3 – 1 Bay Dock, T&E
Qty. _____	74212 – Axon Body 3 – 8 Bay Dock, T&E
Qty. _____	11530 – Axon Flex 2 T&E Kit
Qty. _____	11541 – Axon Flex 2 Single-Bay Dock
Qty. _____	11542 – Axon Flex 2 Six-Bay Dock
Qty. <sup>1</sup> _____	20025 – TASER 7 CEW
Qty. <sup>1</sup> _____	20026 – TASER 7 Dock
Qty. <sup>1</sup> _____	80088 – TASER 7 T&E Target
Qty. _____	11007 – X26P CEW T&E Kit
Qty. _____	22004 – X2 CEW T&E Kit
Qty. _____	71089 – Axon Fleet 2 Kit
Qty. _____	11524 – Axon Signal
Qty. _____	11559 – T&E, PPM, Signal
Qty. _____	71043 – Axon Signal Sidearm
Qty. _____	Axon Evidence (Evidence.com)
Qty. _____	Fleet in a Box
Qty. _____	Trial – Axon Redaction Assistant
Qty. _____	Trial – Axon Performance
Qty. _____	Trial – Axon Auto-Tagging
Qty. _____	Trial – Axon Citizen for Communities
Qty. _____	Trial – Axon Aware +
Qty. _____	Trial – Axon Air License

Axon may limit the number of Trial Kits Agency receives. Axon may supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at [www.axon.com/legal](http://www.axon.com/legal).

**2. Agency Obligations.** Agency agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Agency agrees to comply with all Axon training materials regarding the Trial Kit during the Trial Period. For Trial Kits that contain a conducted energy weapon ("CEW"), Agency agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request by Axon, Agency agrees to cooperate and participate in a case study involving the Trial Kit and Agency's use of the Trial Kit. Agency agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If Agency's trial includes Axon Fleet, and Agency is using wireless offload, then Agency is responsible for providing either a cellular SIM card or wireless network at Agency. For use of Axon Performance, Axon may need to access and store Agency's call for service records.

**3. Return of Product.** Agency agrees to return the Trial Kit to Axon within 10 days after the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Kit is not returned to Axon at the end of the

Trial Period, Axon will invoice Agency the MSRP of the unreturned items in the Trial Kit(s). Agency agrees to pay the invoice along with any applicable taxes and shipping. Agency will return the Trial Kit to Axon in good working condition, normal wear and tear excepted. Axon may charge Agency if there is damage beyond normal wear and tear.

Before Agency returns the Trial Kit, it is Agency's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Agency will return the Trial Kit to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

**4. Agency Data.** Within 30 days of the Trial Period ending, Agency may request Axon make available to Agency for download Agency data that Agency uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Agency may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

**5. Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit. Agency will not directly or indirectly cause any proprietary rights to be violated.

**Formal Matters.**

**A. Signature.** Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

**B. Entire Agreement.** This Agreement, including the attached Axon Evidence Terms of Use Appendix, Axon Auto-Tagging Appendix, and Axon Aware Appendix (to the extent such appendices are applicable), contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

**C. Relationship of the Parties.** The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**D. Assignment.** You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

ACCEPTED and AGREED as of \_\_\_\_\_, 2020

Agency Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

<sup>1</sup>This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc.

▲ ▲ AXON, Axon, Axon Body 2, Axon Dock, Axon Evidence, Axon Flex 2, Axon Fleet, Axon Signal, Axon Signal Sidearm, Evidence.com, X2, X26P, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2019 Axon Enterprise, Inc.

Title: General Field Trial Agreement for All Products (30 Days)

Department: Legal

Version: 10.0

Release Date: 1/21/2020

**Axon Evidence (Evidence.com) Terms of Use Appendix**

- 1 **Definitions.**  
"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within a Customer's tenant. Agency Content includes Evidence but excludes Non-Content Data.  
"Axon Devices" means physical devices from Axon, including TASER Smart Weapons and Cartridges, Axon Docks, Axon Cameras, and Axon Signal.  
"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Agency Content.  
"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Products and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 2 **Access Rights.** Upon the granting of a subscription from Axon, Agency will have access and use of Axon Evidence for the storage and management of Agency Content during the Trial Period.
- 3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 5 **Data Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 7 **Suspension of Axon Evidence Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, in accordance with the following: the Agency or an end user's use of or registration for the Axon Evidence Services (i) poses a security risk to the Axon Evidence Services or any third party, (ii) may adversely impact the Axon Evidence Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent. Axon will not delete any of Agency Content on Axon Evidence as a result of a suspension, except as specified elsewhere in this Agreement.
- 8 **License Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:  
8.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;  
8.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;  
8.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;  
8.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;  
8.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;  
8.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or  
8.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
  
- 2 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
  - 2.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 2.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 2.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 2.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 2.5. Promptly install and implement any and all software updates provided by Axon;
  - 2.6. Ensure that all appropriate data backups are performed;
  - 2.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 2.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
  - 2.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
  - 2.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
  
- 3 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

**Axon Aware Appendix**

- 1 **Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs. In the event Agency does not stop using Axon Aware at the end of the Trial Period, Axon may charge Agency for continued use.
- 2 **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 3 **Axon Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

**File Attachments for Item:**

23. Discussion and Possible Action - New City Hall and Renovations of Girls Club Buildings -  
(Joseph Helfenberger)

**Memorandum**

**Date:** February 22, 2021  
**To:** City Council Members  
**From:** Joseph Helfenberger, City Manager  
**Re:** New City Hall Proposal



I am proposing the following plan for a new City Hall Campus.

1. City Constructs 7,500 square-foot new City Hall at Marion and Franklin  
(a) \$1,875,000
2. City renovates two Girls Club buildings  
(b) \$200,000
3. City buys the two Millennium Bank buildings  
(c) \$1,100,000

This cost is estimated to be \$4,575,000, including engineering, design, site prep, and contingency. The loan proceeds, CRA funds, and cash will cover the cost. These estimates do not include the renovation of the Historic Bank building, which is not required to be done right away. The estimates do not include any funds that the City would receive from the sale of City Hall.

**City of Lake City  
New City Hall Proposal**

**21-Feb-21**

**City Hall Campus**

	per sq foot	Cost
<b>Expenses:</b>		
Construct 7,500 square feet (Marion and Franklin)	\$250	\$ 1,875,000.00
Renovate Two Girls Club Buildings		\$ 200,000.00
Purchase Two Bank Buildings		\$ 1,100,000.00
Site Work		\$ 500,000.00
Contingency		\$ 500,000.00
Owner's Representative (30% design)		<u>\$ 400,000.00</u>
		<b>\$ 4,575,000.00</b>
<b>Revenue:</b>		
Loan Proceeds		\$ 4,000,000.00
Cash Balance		\$ 183,000.00
CRA Funds (Left \$100,000 for Parks)		<u>\$ 392,000.00</u>
		<b>\$ 4,575,000.00</b>

Additional Future Expenses:  
Renovation of Historic Bank Building

Additional Revenue:  
Sale of City Hall (205 North Marion Avenue)